

Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122



Agenda

Monday, February 23, 2026

6:30 PM

Commission Chambers

Board of Commissioners

Public Hearing 6:15 PM

Citizens Comments limited to three (3) minutes per person - Ordinance 2023-15

Public Hearing Notice - 2-23-2026 [1596](#)

Attachments: [Public Hearing Notice - 2-23-2026](#)

1. Call to Order & Declare a Quorum Present

2. Set Agenda

3. Invocation & Pledge of Allegiance

4. Approval of Minutes

4.A. Meeting Minutes to be Approved- 2-9-2026 [1600](#)

Attachments: [Meeting Minutes to be Approved- 2-9-2026](#)

4.B. Meeting Minutes to be Approved- Work Session- 2-9-26 [1601](#)

Attachments: [Meeting Minutes to be Approved- Work Session- 2-9-26](#)

5. Citizens Comments

Citizens Comment Limited to three (3) minutes per person - Ordinance 2008-24

6. Commissioner Reports & Comments

7. City Manager's Report

8. Unfinished Business Consent Agenda Items:

8.A. AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE V, SECTION 5-104.3, VARIABLE LOT RESIDENTIAL DEVELOPMENT [1493](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Redline Zoning Regs - Variable Lots](#)
[Staff Report](#)

Legislative History

11/20/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
1/12/26	Board of Commissioners	Approved for Second Reading to the Board of Commissioners

8.B. AN ORDINANCE TO REZONE PROPERTY LOCATED 13135 LEBANON ROAD, APPROXIMATELY 0.35 ACRES, MAP 53K, PARCEL 027.00 FROM RS-40, LOW DENSITY RESIDENTIAL TO CRC, COMMERCIAL RETAIL CENTER [1511](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - Map](#)
[Staff Report](#)

Legislative History

12/18/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
1/12/26	Board of Commissioners	Approved for Second Reading to the Board of Commissioners

8.C. AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO ACCEPT INSURANCE PROCEEDS AND APPROPRIATE FUNDS FOR A NEW POLICE K-9 [1577](#)

Sponsors: Kenneth Martin, City Manager,

Attachments: [Ordinance](#)
[Executive Summary](#)

Legislative History

2/9/26	Board of Commissioners	Approved for Second Reading to the Board of Commissioners
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6235 Central Pike - Annexation and Rezone

8.D. A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY LOCATED AT 6325 CENTRAL PIKE MAP 097 PARCEL 014.01, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY [1602](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Resolution](#)

- 8.E. AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY ONE (1) ACRE OF PROPERTY AT 6325 CENTRAL PIKE, MAP 097, PARCEL 14.01, THE PROPERTY BEING LOCATED WITHIN THE CITY’S URBAN GROWTH BOUNDARY. [1517](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - Map](#)
[Staff Report](#)

Legislative History

12/18/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
1/12/26	Board of Commissioners	Approved for Second Reading to the Board of Commissioners

- 8.F. A RESOLUTION IN MEMORANDUM OF ORDINANCE _____ RELATIVE TO THE ANNEXATION OF 6325 CENTRAL PIKE, MAP 097, PARCEL 14.01 [1603](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Resolution](#)

- 8.G. AN ORDINANCE TO REZONE PROPERTY LOCATED AT 6325 CENTRAL PIKE, APPROXIMATELY ONE (1) ACRE, MAP 097, PARCEL 14.01 FROM WILSON COUNTY R-1 TO CMU, COMMERCIAL MIXED USE [1518](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - Map](#)
[Staff Report](#)

Legislative History

12/18/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
1/12/26	Board of Commissioners	Approved for Second Reading to the Board of Commissioners

6365 Central Pike - Annexation and Rezone

- 8.H. A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY LOCATED AT 6365 CENTRAL PIKE MAP 097 PARCEL 014.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY [1604](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Resolution](#)

- 8.I. AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 0.92 ACRES OF PROPERTY AT 6365 CENTRAL PIKE, MAP 097, PARCEL 14.00, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY. [1519](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - Map](#)
[Staff Report](#)

Legislative History

12/18/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
1/12/26	Board of Commissioners	Approved for Second Reading to the Board of Commissioners

- 8.J. A RESOLUTION IN MEMORANDUM OF ORDINANCE _____ RELATIVE TO THE ANNEXATION OF 6365 CENTRAL PIKE, MAP 097, PARCEL 14.00 [1605](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Resolution](#)

- 8.K. AN ORDINANCE TO REZONE PROPERTY LOCATED AT 6365 CENTRAL PIKE, APPROXIMATELY 0.92 ACRES, MAP 097, PARCEL 14.00 FROM WILSON COUNTY R-1 TO CMU, COMMERCIAL MIXED USE. [1520](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - Map](#)
[Staff Report](#)

Legislative History

12/18/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
1/12/26	Board of Commissioners	Approved for Second Reading to the Board of Commissioners

6391 Central Pike - Annexation and Rezone

- 8.L. A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY LOCATED AT 6391 CENTRAL PIKE MAP 097 PARCEL 015.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY [1606](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Resolution](#)

- 8.M. AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 2 ACRES OF PROPERTY AT 6391 CENTRAL PIKE, MAP 097, PARCEL 15.00, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY. [1521](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - Map](#)
[Staff Report](#)

Legislative History

12/18/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
1/12/26	Board of Commissioners	Approved for Second Reading to the Board of Commissioners

- 8.N. A RESOLUTION IN MEMORANDUM OF ORDINANCE _____ RELATIVE TO THE ANNEXATION OF 6391 CENTRAL PIKE, MAP 097, PARCEL 15.00 [1607](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Resolution](#)

- 8.O. AN ORDINANCE TO REZONE PROPERTY LOCATED AT 6391 CENTRAL PIKE, APPROXIMATELY 2 ACRES, MAP 097, PARCEL 15.00 FROM WILSON COUNTY R-1 TO CMU, COMMERCIAL MIXED USE [1523](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - Map](#)
[Staff Report](#)

Legislative History

12/18/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
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1/12/26 Board of Commissioners Approved for Second Reading to the Board of Commissioners

9. Unfinished Business

- 9.A.** AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE VIII, OVERLAY DISTRICTS, SECTION 8-207.5, OPEN SPACE REQUIREMENTS [1494](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Redline Zoning Regs - Open Space](#)
[Staff Report](#)

Legislative History

11/20/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
1/12/26	Board of Commissioners	Approved for Second Reading to the Board of Commissioners

- 9.B.** AN ORDINANCE AMENDING PART B OF THE LAND DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE IX, SECTION 9-106, ACCESS MANAGEMENT [1451](#)

Sponsors: Jennifer Milele, Commissioner, Art Giles, Commissioner

Attachments: [Ordinance](#)
[Redline Zoning Regs – Access](#)
[Redline Zoning Regs – Access \(w/ PC's recommendations\)](#)

Legislative History

10/27/25	Board of Commissioners	Approved for Second Reading and to the Planning Commission
11/20/25	Planning Commission	**negative recommendation to the Board of Commissioners
1/12/26	Board of Commissioners	deferred to the Board of Commissioners

3971 Beckwith Road - Annexation and Rezone

- 9.C.** A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE KEELEAN PROPERTY, LOCATED AT 3971 BECKWITH ROAD MAP 078 PARCEL 021.06, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY [1528](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Resolution](#)

Legislative History

1/12/26	Board of Commissioners	deferred to the Board of Commissioners
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- 9.D.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 5.21 ACRES OF PROPERTY AT 3971 BECKWITH ROAD MAP 078, PARCEL 021.06, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY. [1446](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - Map](#)
[Staff Report](#)

Legislative History

10/16/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
11/10/25	Board of Commissioners	recommended for second reading to the Board of Commissioners
1/12/26	Board of Commissioners	deferred to the Board of Commissioners

- 9.E.** A RESOLUTION IN MEMORANDUM OF ORDINANCE _____ RELATIVE TO THE ANNEXATION OF 3971 BECKWITH ROAD MAP 078 PARCEL 021.06 [1529](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Resolution](#)

Legislative History

1/12/26	Board of Commissioners	deferred to the Board of Commissioners
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- 9.F. AN ORDINANCE TO REZONE PROPERTY LOCATED AT 3971 BECKWITH ROAD, APPROXIMATELY 5.21 ACRES, MAP 078, PARCEL 021.06 FROM WILSON COUNTY R-1 TO CI, INTERCHANGE COMMERCIAL [1447](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - Map](#)
[Staff Report](#)

Legislative History

10/16/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
11/10/25	Board of Commissioners	recommended for second reading to the Board of Commissioners
1/12/26	Board of Commissioners	deferred to the Board of Commissioners

10. New Business

- 10.A. AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO ACCEPT GRANT FUNDS FROM THE STATE OF TENNESSEE DEPARTMENT OF HEALTH AND APPROPRIATE THE FUNDS FOR THE MT JULIET FIRE DEPARTMENT [1611](#)

Sponsors: Kenneth Martin, City Manager,

Attachments: [Ordinance](#)
[Contract - EMS Grant](#)

- 10.B. AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO APPROPRIATE FUNDS FOR A COST-OF-LIVING ADJUSTMENT FOR CITY EMPLOYEES [1613](#)

Sponsors: Kenneth Martin, City Manager,

Attachments: [Ordinance](#)
[Executive Summary](#)

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- 10.C.** A RESOLUTION APPROVING ATTACHMENT TO THE MASTER AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND CDM SMITH, INC. FOR TASK ORDER NO. 4 AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT [1582](#)
- Sponsors:** Kenneth Martin, City Manager,
- Attachments:** [Resolution](#)
[Executive Summary](#)
[Task Order 4 City of Mt. Juliet Master Agreement](#)
[Exhibit A to the Master Agreement](#)
- 10.D.** A RESOLUTION DECLARING CITY OF MT. JULIET POLICE DEPARTMENT PROPERTY AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION [1585](#)
- Sponsors:** Kenneth Martin, City Manager,
- Attachments:** [Resolution](#)
[Executive Summary - Furniture](#)
[Executive Summary - Vehicles](#)
- 10.E.** A RESOLUTION TO APPROVE AN ADDENDUM TO THE SERVICE AGREEMENT WITH AMBULANCE MEDICAL BILLING (AMB) FOR BILLING SERVICES RENDERED BY THE MT. JULIET FIRE DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT [1608](#)
- Sponsors:** Kenneth Martin, City Manager,
- Attachments:** [Resolution](#)
[Addendum to Service Agreement](#)
- 10.F.** A RESOLUTION TO RATIFY AND CONFIRM APPROVAL OF THE AGREEMENT WITH PIPEWORKS PLUS FOR EMERGENCY SEWER REPAIR SERVICES [1609](#)
- Sponsors:** Kenneth Martin, City Manager,
- Attachments:** [Resolution](#)
[Exhibit A - Agreement](#)
- 10.G.** A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE TOWN CENTER TRAIL, PHASE 3 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT [1610](#)
- Sponsors:** Kenneth Martin, City Manager,
- Attachments:** [Resolution](#)
[Executive Summary](#)
[Contract](#)
[Bid Tabulations](#)
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10.H. A RESOLUTION AUTHORIZING THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 2397 N. MT. JULIET ROAD TO BECKWITH SOAP AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT [1612](#)

Sponsors: Kenneth Martin, City Manager,

Attachments: [Resolution](#)
[Exhibit A - Lease Agreement](#)

11. Adjournment



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1596

Agenda Date: 2/23/2026

Agenda #:

Title:

Public Hearing Notice - 2-23-2026

Public Notice

The Board of Commissioners of the City of Mt. Juliet will conduct a public hearing and consider the following on February 23, 2026, at 6:15PM, at City Hall located at 2425 N. Mt. Juliet Road.

- An ordinance amending the Fiscal Year 2025/2026 Budget Ordinance 2025-35 to accept insurance proceeds and appropriate funds for a new police K-9
- An ordinance to annex into the corporate boundaries of the City of Mt. Juliet approximately 5.21 acres of property at 3971 Beckwith Road map 078, parcel 021.06, the property being located within the city's urban growth boundary and approve the plan of services.
- An ordinance to rezone property located at 3971 Beckwith Road, approximately 5.21 acres, map 078, parcel 021.06 from Wilson County R-1 to CI, Interchange Commercial
- An ordinance amending Part B of the Land Development Code of the City of Mt. Juliet, Tennessee, known as the Zoning Regulations (Ordinance 2001-29), adopted October 8, 2001, as amended, by amending Article IX, Section 9-106, Access Management
- An ordinance amending Part B of the Unified Development Code of the City of Mt. Juliet, Tennessee, known as the Zoning Regulations (Ordinance 2001-29), adopted October 8, 2001, as amended, by amending Article V, Section 5-104.3, Variable Lot Residential Development
- An ordinance amending Part B of the Unified Development Code of the City of Mt. Juliet, Tennessee, known as the Zoning Regulations (Ordinance 2001-29), adopted October 8, 2001, as amended, by amending Article VIII, Overlay Districts, Section 8-207.5, Open Space Requirements
- An ordinance to rezone property located 13135 Lebanon Road, approximately 0.35 acres, map 53k, parcel 027.00 from RS-40, Low Density Residential to CRC, Commercial Retail Center
- An ordinance to annex into the corporate boundaries of the City of Mt. Juliet approximately one (1) acre of property at 6325 Central Pike, map 097, parcel 14.01, the property being located within the city's urban growth boundary and approve the plan of services.
- An ordinance to rezone property located at 6325 Central Pike, approximately one (1) acre, map 097, parcel 14.01 from Wilson County R-1 to CMU, Commercial Mixed Use
- An ordinance to annex into the corporate boundaries of the City of Mt. Juliet approximately 0.92 acres of property at 6365 Central Pike, map 097, parcel 14.00, the property being located within the city's urban growth boundary and approve the plan of services.

- An ordinance to rezone property located at 6365 Central Pike, approximately 0.92 acres, map 097, parcel 14.00 from Wilson County R-1 to CMU, Commercial Mixed Use
- An ordinance to annex into the corporate boundaries of the City of Mt. Juliet approximately 0.92 acres of property at 6391 Central Pike, map 097, parcel 15.00, the property being located within the city's urban growth boundary and approve the plan of services.
- An ordinance to rezone property located at 6391 Central Pike, approximately 0.92 acres, map 097, parcel 15.00 from Wilson County R-1 to CMU, Commercial Mixed Use

The public is invited to attend and comment.



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1600

Agenda Date: 2/23/2026

Agenda #: 4.A.

Title:

Meeting Minutes to be Approved- 2-9-2026

Mt. Juliet, Tennessee

*2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122*



Meeting Minutes - Draft

Monday, February 9, 2026

6:30 PM

Commission Chambers

Board of Commissioners

Public Hearing 6:15 PM

Citizens Comments limited to three (3) minutes per person - Ordinance 2023-15

The Mayor opened the floor for public comment. There were no citizen's comments. The Public Hearing was closed.

The meeting went into recess, and reconvened at 6:30pm

Public Hearing Notice - 2-09-2026

[1570](#)

Attachments: [Public Hearing Notice 2-09-2026](#)

1. Call to Order & Declare a Quorum Present

Mayor Maness called the meeting in order and declared a quorum.

Present: Commissioner Art Giles, Vice Mayor/Commissioner Bill Trivett, Mayor James Maness, Commissioner Jennifer Milele, and Commissioner Scott Hefner

2. Set Agenda

Mayor Maness called the meeting to order and set the agenda noting that the applicant for Item 8A had requested a deferral, therefore the consent agenda would be split to hear each item individually. He also noted the sponsor for Item 10B withdrew the item.

3. Invocation & Pledge of Allegiance

City Manager, Kenny Martin gave the invocation and led the Pledge of Allegiance.

4. Approval of Minutes

4.A. Meeting Minutes to be Approved - 1-12-2026

[1572](#)

Attachments: [Meeting Minutes to be Approved - 1-12-2026](#)

4. Approval of Minutes

Amended minutes were distributed at the meeting. The Commission voted to approve the amended minutes as presented.

A motion was made by Commissioner Milele, seconded by Vice Mayor/Commissioner Trivett, approved the minutes as recorded in the vote below:

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

5. Citizens Comments

Citizens Comment Limited to three (3) minutes per person - Ordinance 2008-24

Mayor Maness opened the floor for public comments.

Tom Smith 135 Guill Road, and asked for clarification on the Providence Central PUD amendment. Mayor Maness explained that the applicant had asked for an indefinite deferral.

The Public Hearing was closed.

6. Commissioner Reports & Comments

Commissioner Giles expressed appreciation to City staff for their hard work during Winter Storm Fern and acknowledged the challenges faced by residents who experienced power outages during the event. He also commented on the recent incident at Cedar Creek Marina, thanking the Police Department for their response, and noted his enthusiasm regarding the Police Department's drone program now being operational.

Vice Mayor Trivett thanked those who attended and presented at the Downtown Proposals Work Session and expressed appreciation to first responders for their advance planning, communications, and preparation efforts in regards to the recent winter storm. He also thanked the Public Works Department for their work during the winter storm and noted that his district experienced significant power outages, and had residents without power for an extended period. He stated that he had communicated directly with NES regarding affected residents and thanked the Police Department for conducting door-to-door wellness checks. Without objection, Vice Mayor Trivett yielded the remainder of his time to Chief Chandler to provide a winter storm debrief. He further noted that approximately 2,000 residents were initially without power and that coordination occurred with NES to obtain outage information. He also stated that the Police Department identified several residences operating generators in unsafe conditions and coordinated with the Fire Department to respond.

Commissioner Hefner echoed prior comments regarding the winter storm and thanked the Public Works Department for efforts to maintain safe roadways, as well as utility crews (linemen) for restoring power to residents. He also thanked the Police Department for their response to the Cedar Creek Marina incident and expressed his concern for those involved. Commissioner Hefner shared a recent personal health incident requiring ambulance transport and expressed appreciation to the responders who assisted him. He also offered remarks supporting Team USA in the Olympic competitions.

Commissioner Milele thanked MTEMC for maintaining power service and expressed appreciation to the Public Works Department for roadway clearing efforts. She reminded everyone that the mid-year budget review would be held during the upcoming work session prior to the next meeting and encouraged residents to watch for information regarding the upcoming Walk Across Wilson event. She also reminded the public of the Mt. Juliet Animal Shelter's "SPAYghetti" dinner fundraiser and noted that grapple trucks were actively collecting storm debris throughout the city.

Mayor Maness extended birthday wishes to Commissioner Milele and expressed well wishes to Commissioner Hefner. He thanked City staff, utility crews, and first responders for their work during the recent winter storm and noted that Fire Station 3 is now operating from its new facility. He also stated that a local State of Emergency was declared on January 30, which may assist the City in recovering eligible costs related to the storm response.

7. City Manager's Report

City Manager Kenny Martin expressed appreciation to the Commission for its support in approving the addition of two plow trucks and grapple trucks. He also thanked the Police, Fire, EMS, Public Works, and Parks Departments for their efforts in responding to the winter storm. Mr. Martin further thanked the Commission for its continued support over the years in approving resources necessary to maintain public safety and ensure City departments have the tools needed to effectively perform their duties. He also reminded residents of the SeeClickFix application and encouraged the community to shop local in order to keep tax dollars within the City.

8. Unfinished Business Consent Agenda Items

8.A. AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE PROVIDENCE CENTRAL PLANNED UNIT DEVELOPMENT, ORDINANCE 2013-12, LOCATED AT MAP 097, PARCELS 025.00 & 075.07 IN THE CITY OF MT. JULIET. [1483](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Redline Ordinance \(w/ Planning Edits\)](#)
[Exhibit A - Map](#)
[Staff Report](#)

Mayor Maness made a motion to defer this item. Commissioner Milele seconded. The motion to defer this item was approved unanimously.

This item was deferred indefinitely as noted in the vote below.

RESULT: DEFERRED INDEFINITELY

MOVER: Jennifer Milele

SECONDER: Art Giles

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

- 8.B.** AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE VILLAGE AT PLEASANT GROVE PLANNED UNIT DEVELOPMENT, LOCATED ON PLEASANT GROVE ROAD, MAP 076, PARCELS 037.00, 037.01 & 040.00 IN THE CITY OF MT. JULIET. [1489](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Map](#)
[Staff Report](#)

Commissioner Milele had questions for the applicant. Matt Gardner with Imagine One represented the project and answered her questions. Discussion ensued.

A motion was made by Commissioner Milele, seconded by Vice Mayor Trivett, that this Ordinance be adopted. The motion carried by the following vote:

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 2026-12

9. Unfinished Business

- 9.A.** AN ORDINANCE TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, CHAPTER 2 REGARDING RESIDENCY REQUIREMENTS [1552](#)

Sponsors: Jennifer Milele, Commissioner

Attachments: [Ordinance](#)
[Exhibit A - Redline City Code - Residency](#)
[Ordinance 2023-33](#)

A motion was made by Commissioner Milele, seconded by Commissioner Hefner, that this Ordinance be adopted. The motion carried by the following vote:

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: Scott Hefner

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Commissioner Milele, and Commissioner Hefner

Nay: Mayor Maness
Enactment No: 2026-13

- 9.B.** AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE BENDERS COVE PLANNED UNIT DEVELOPMENT, LOCATED AT 771 BENDERS FERRY ROAD, MAP 049, PARCELS 069.00, 069.02, 069.03 & 069.09 IN THE CITY OF MT. JULIET. [1516](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Staff Report](#)
[Corrected Ordinance Given at Table](#)

No action was taken on the item due to the absence of a second to the motion.

RESULT: NO ACTION TAKEN

MOVER: Scott Hefner

10. New Business

- 10.A.** AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO ACCEPT INSURANCE PROCEEDS AND APPROPRIATE FUNDS FOR A NEW POLICE K-9 [1577](#)

Sponsors: Kenneth Martin, City Manager,

Attachments: [Ordinance](#)
[Executive Summary](#)

A motion was made by Commissioner Giles, seconded by Vice Mayor/Commissioner Trivett, that this Ordinance be approved for second reading by the Board of Commissioners, on meeting date of 2/23/2026. The motion carried by the following vote:

RESULT: APPROVED FOR SECOND READING

MOVER: Art Giles

SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

- 10.B.** AN ORDINANCE OF THE CITY OF MT. JULIET, TENNESSEE, ESTABLISHING INFRASTRUCTURE CAPACITY-BASED MORATORIUM FOR IMPACTED AREAS [1574](#)

Sponsors: James Maness, Mayor

Attachments: [Ordinance](#)
[Powerpoint](#)

This item was withdrawn.

RESULT: WITHDRAWN

10.C. AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET [1576](#)
ORDINANCE 2025-35 TO APPROPRIATE FUNDS FOR
STREETLIGHTS

Sponsors: Scott Hefner, Commissioner

Attachments: [Ordinance](#)

Commissioner Hefner made the motion, seconded by Vice Mayor/Commissioner Trivett, to bring the item to the floor for discussion.

After discussion, the Commission expressed interest in conducting a study to identify additional areas within the City that may benefit from street lighting. Commissioner Giles noted that BPAC could also participate in the effort.

Commissioner Milele made a motion to defer the item to the June budget discussions. Mayor Maness seconded the motion. Commissioner Hefner voted in opposition.

Following discussion, Commissioner Milele made a motion to defer the ordinance to a future meeting. Mayor Maness seconded the motion. The motion to defer carried by the following vote:

RESULT: DEFERRED INDEFINITELY

MOVER: Scott Hefner

SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, and Commissioner Milele

Nay: Commissioner Hefner

10.D. A RESOLUTION DECLARING CITY OF MT. JULIET VEHICLE AS [1575](#)
SURPLUS TO BE TRADED FOR A SERVICE VEHICLE

Sponsors: Kenneth Martin, City Manager,

Attachments: [Resolution](#)
[Executive Summary](#)

A motion was made by Vice Mayor/Commissioner Trivett, seconded by Commissioner Milele, that this Resolution be adopted. The motion carried by the following vote:

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Jennifer Milele

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 12-2026

11. Appointments

11.A. Mt. Juliet Parks and Greenways Board Appointment[1584](#)**Sponsors:** James Maness, Mayor**Attachments:** [Mt. Juliet Parks and Greenways Board Appointment](#)

Mayor Maness appointed Carolyn Christopherson, and there was no objection.

This item was approved without objection.

RESULT: APPROVED**12. Adjournment**

The meeting was adjourned at 7:17pm.



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1601

Agenda Date: 2/23/2026

Agenda #: 4.B.

Title:

Meeting Minutes to be Approved- Work Session- 2-9-26

Mt. Juliet, Tennessee

*2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122*



Meeting Minutes - Draft

Monday, February 9, 2026

5:15 PM

Work Session

Commission Chambers

Board of Commissioners

Work Session 5:15 PM - 6:00 PM - Access Management & Downtown District

Present: Commissioner Art Giles, Vice Mayor/Commissioner Bill Trivett, Mayor James Maness, and Commissioner Jennifer Milele

Absent: Commissioner Scott Hefner

Work Session Public Notice - 2-09-2026

[1571](#)

Sponsors: Kenneth Martin, City Manager, , Jennifer Milele, Commissioner, Art Giles, Commissioner

Attachments: [Public Notice - Public Hearing 2-09-2026](#)

1. Presentations

Mayor Maness called the Work Session to order at 5:15 p.m. and opened the floor for public comment.

Vince King, 4th Avenue, addressed the Commission and expressed concerns regarding the number of apartment units included in the downtown proposals, as well as the proposed parking arrangements and potential impacts on local schools.

With no additional speakers coming forward, the Mayor closed the public comment period.

City Manager Kenny Martin requested that the Commission first consider the cross-access discussion. Commissioner Giles stated that the items removed by the Planning Commission would be acceptable to move forward without inclusion.

Dana Hire reviewed the RFP requirements and thanked the submitting developers for their patience throughout the process.

Mayor Maness allotted twelve (12) minutes for each proposal presentation.

John Wagenman, representing Mission Sellars, presented his proposal to the Commission.

Matt Gardner, representing Imagine One, along with Ms. Gina Emanuel, presented their proposal to the Commission.

Discussion among the Commission followed, including questions directed to staff.

Ms. Dana Hire requested that members of the Commission provide their feedback individually to the City Manager.

2. Adjournment

The work session adjourned at 6:00pm.



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1493

Agenda Date: 2/23/2026

Agenda #: 8.A.

Title:

AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE V, SECTION 5-104.3, VARIABLE LOT RESIDENTIAL DEVELOPMENT

ORDINANCE 2026 –

AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE V, SECTION 5-104.3, VARIABLE LOT RESIDENTIAL DEVELOPMENT

WHEREAS, the City desires to amend Article V, Section 5-104.3, Variable Lot Residential Development, by repealing and removing the section entirely; and

WHEREAS, the Planning Commission considered this request during their meeting of November 20, 2025 and forwarded a positive recommendation to the Board of Commissioners with a vote of 7-0-0; and

WHEREAS, Article V of the Zoning Regulations is desired to be modified as follows:

Part	Article	Section	Section Title	Action
B	V	5-104.3	Variable Lot Residential Development	Repealed

; and

WHEREAS, the specific amendments desired to be made to Article V, Section 5-104.3 of the Zoning Regulations are shown in redline form in the attached Exhibit A.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. The Zoning Regulations, Article V, Section 5-104.3, titled “Variable Lot Residential Development,” is hereby repealed in its entirety.

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING: January 12, 2026

SECOND READING:

ORDINANCE 2026 –

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

ARTICLE V. RESIDENTIAL DISTRICT REGULATIONS

Sec. 5-104. Supplemental design provisions.

~~5-104.3 Variable lot residential development. The purpose of this section is to provide a permissive voluntary alternative procedure to be utilized in placement of buildings and in location of open spaces associated therewith. These provisions are intended to provide for variations in lot size and open space requirements within the residential districts. The density standards established for individual districts are to be maintained on an overall basis and thereby provide desirable and proper open air space, tree cover, recreation areas or scenic vistas; all with the intent of preserving the natural beauty and environmental integrity of the area, while at the same time maintaining the necessary maximum population density limitations of the base zoning districts.~~

- ~~1. — *General provisions.* The provisions contained within this section are intended to provide a flexible procedure for locating dwellings upon sites. As such, the provisions do not constitute a use but an alternative procedure for the spacing of buildings and the use of open areas surrounding those buildings. It is necessary, however, that the purposes and intent of this ordinance be ensured and that proper light, air and privacy be made available for each dwelling unit. The master site development plan required in subpart 2 of this section, is intended to provide not only an accurate statement of the development scheme proposed for each such development but an enforceable legal instrument whereby the Planning Commission may be ensured that the general purposes, standards, etc., contained in this ordinance are being met.~~
- ~~2. — *Master site development plan required.*~~
 - ~~a. — *Contents.* A master site development plan containing the information required by the provisions of article XIV, subsection 14-103.2, shall be prepared and submitted to the Planning Commission for review and approval along with a sketch plat as required by the subdivision regulations. In addition to the information required to meet the provisions of subsection 14-103.2, the master development plan shall show:~~
 - ~~i. — Topographic features, both existing and proposed, with contours of not more than two-foot intervals where slopes average 12 percent or less and five-foot intervals in areas where slopes are greater than 12 percent.~~
 - ~~ii. — Location of any open space that is proposed to be held in common ownership.~~
 - ~~iii. — Proposed ground coverage, floor area and heights of all buildings.~~
 - ~~iv. — Where any lot or roadway is proposed for location upon any portion of the site where the natural topography exceeds 12 percent such alteration shall be evaluated by a licensed geotechnical engineer and a report of findings and recommendations submitted with the plan of development.~~
 - ~~b. — *Coordinated review.* Upon receipt of a master site development plan and sketch plat containing information as required above, the Planning Commission may:~~
 - ~~i. — Concurrently review the site development plan and sketch plat;~~
 - ~~ii. — Jointly approve, approve with modification, or disapprove these documents; and~~
 - ~~iii. — In the instance of approval, or approval with modification, transfer the site development plan to the Zoning Administrator for enforcement.~~

- c. ~~*Enforcement.* Upon approval of a master site development plan, the Zoning Administrator shall note the boundary and extent of such development upon the official zoning map and shall become responsible for enforcement of the plan. Only minimal adjustments involving the placement of any structure will be permitted once a site development plan has been approved. Any other change shall require submission of a proposed amendment to the approved plan.~~
3. ~~*Development standards.* The following standards and requirements shall apply to all developments subject to the provisions of this section:~~
- a. ~~*General standards for development.* In the interest of promoting the most appropriate and economical use of the land while assuring that the character of the residential district is maintained, the Planning Commission in its review of a proposed development shall consider the following:~~
- i. ~~Protection of the character, property values, privacy and other characteristics of the surrounding neighborhood;~~
- ii. ~~Provision for surface drainage control, sewage disposal and water supply, recreation and traffic control; and~~
- iii. ~~Preservation and protection of existing trees, ground cover, top soil, streams, rock outcroppings and scenic or historic sites from dangers and damage caused by excessive and poorly planned grading for streets and building sites.~~
- b. ~~*Availability of public utilities.* Generally all public utilities, specifically including water and a central sewage collection and treatment system shall be available at the site. Where public sewer is not available, no lot or housing site may be created which has less area than the greater of, 30,000 square feet or that required to meet standards of the County Department of Environment and Conservation. All septic fields for each dwelling unit shall be located within the area of fee simple ownership of said dwelling unit.~~
- c. ~~*Permitted density.* The density permitted is intended to be consistent with that allowed within conventional developments offering no common open space. The maximum number of dwelling units permitted shall be computed as follows:~~
- i. ~~From the gross acreage available within the development shall be subtracted: any portion of the site where the full use of the land is not available to the landowner because of restrictions thereon; specifically including any portion of the site which lies within a floodway district.~~
- ii. ~~The area remaining after the above adjustments shall be divided by the minimum lot area per family for the applicable dwelling unit type and zone district in which the dwelling unit is located. For developments located in more than one zoning district, the density shall be computed separately for that portion of the development lying within each district. No developmental density may be transferred across zoning district boundaries.~~
- d. ~~*Minimum lot area.* Within all developments approved under the provisions of this section the minimum area of lots designated as residential building sites shall be as follows:~~
- i. ~~*Lots served by public sewer.* The minimum size of lots served by public sewer shall be as indicated in table 5-104.3a.~~
- ii. ~~*Lots served by on-site sewage disposal systems.* The minimum size of lots served by on-site sewage disposal systems shall be the greater of, 30,000 square feet or the area required to meet standards of the County Department of Environment and Conservation.~~
- e. ~~*Lot width and yard requirements.* Within any development approved under the provisions of this section the following yard requirements shall apply:~~

- i. ~~— Lots adjacent to conventional residential development. All lots located along the periphery of a development site adjacent to or directly across a street from existing conventional residential lots shall have minimum width, measured at the setback line, equal to 90 percent of the width required by the basic provisions established for the district within which the development is located. Such lots shall contain at least 80 percent of the minimum lot area required by the basic provisions established for the district within which the development is located.~~
- ii. ~~— All other lots. The provisions for spacing of buildings set forth in subpart f (below) shall apply to all buildings and structures approved under the provisions of this section.~~
- f. ~~— Building spacing. The minimum space between any two buildings shall be the greater of that required to meet the minimum distances established in table 5-104.3a, or the separation required by adopted building and fire codes.~~
- g. ~~— Lot coverage. Lot coverage shall not exceed the [following] maximum building envelope standards in table 5-104.3a:~~

Density and Bulk Criteria		Zone District					
		AR-40	RS-40	RS-30	RS-20	RS-15	RS-10
I.	Density (in dwelling units per acre)	1.1	1.1	1.5	2.2	2.9	4.3
II.	Minimum lot size (in 000 sq. ft.)						
	Without public water or sewer	N/A	N/A	N/A	N/A	N/A	N/A
	With public water but w/o public sewer	(1)	(1)	N/A	N/A	N/A	N/A
	With both public water and sewer	30	30		15	11.25	7.5
III.	Minimum lot frontage						
	On street	50	50	50	50	50	50
	On cul-de-sac	35	35	35	35	35	35
IV.	Maximum building envelope (as percentage of lot area)	40	40	40	45	50	55
V.	Minimum building envelope spacing (in feet)						
	Building envelope separation (measured between building envelopes)	50	50	40	30	20	15
	To on-site street	25	25	20	20	20	15
	To off-site street (2)	50	50	45	40	40	20
	To tract boundary (2)	50	50	45	40	40	20
	To any lot line	25	25	20	20	15	5
	To lake or stream (3)	100	100	100	100	100	100
VI.	Maximum total lot disturbance	(4)	(4)	(4)	(4)	(4)	(4)
(1) See subpart 3.d, minimum lot area (above).							
(2) Where the provisions of subsection 3.e(1), lots adjacent to conventional residential development apply, setbacks shall be as required for the base zone district.							
(3) This provision shall apply to streams with established floodplains. Along other streams the minimum setback shall be four times the width of the stream.							
(4) See subpart 4.a, tree preservation.							

- h. ~~— Access to dwellings. Access and circulation shall adequately provide for firefighting, other emergency equipment, service deliveries, furniture moving vans and refuse collection.~~

- ~~i. — *Pedestrian circulation.* The pedestrian circulation system and its related walkways shall be insulated as completely as possible from the street system in order to provide separation of pedestrian underpasses or overpasses in the vicinity of schools, playgrounds, local shopping areas and other neighborhood uses which generate a considerable amount of pedestrian traffic.~~
- ~~4. — *Environmental protection.* The following provisions shall apply within all developments approved under the authority of this section:
 - ~~a. — *Tree preservation.* All trees six inches or greater in caliper shall be inventoried and a plan for tree protection meeting the requirements of article X, established.~~
 - ~~b. — *Slope protection.* It shall be the general policy of the Planning Commission to discourage alteration of slopes where the natural topography exceeds 15 percent. In particular, toe cuts along the base of such slopes shall be avoided. In any instance where either roads or building sites are proposed upon slopes exceeding 15 percent, any and all alterations shall be evaluated by a licensed geotechnical engineer and the proposed construction activity certified as stable prior to any clearing or excavation.~~
 - ~~c. — *Siltation and erosion control.* A plan of siltation and erosion control shall be approved for all developments subject to the provisions of this section. Such plan shall be instituted at the time construction activity or land alteration is begun and shall remain in effective operation throughout the entire period when land development is taking place.~~

~~No portion of any lot proposed as a building site may lie within any area subject to the floodplain protection provisions of this ordinance.~~~~
- ~~5. — *Open space requirements.* Common open space provided within any development approved under authority of this section shall:
 - ~~a. — Meet the requirements for quality and improvement established in article VIII, subpart [subsection] 8-204.1.~~
 - ~~b. — Be protected by covenants as outlined in article VIII, subpart [subsection] 8-204.4, which will ensure the improvement and continued maintenance of all such properties.~~
 - ~~c. — Serve as recreational area and open space only.~~
 - ~~d. — Be transferred to a private maintenance trust at a time and in the manner specified by the Planning Commission as a condition of approval of the project.~~~~



MEMORANDUM

Date: November 20, 2025

To: Luke Winchester, Chairman
and Planning Commission

From: Jon Baughman, City Planner
Jill Johnson, Planner I

Re: Zoning Ordinance Amendment
5-104.3 Variable Lot Subdivisions

Request: This request, initiated by City, seeks to remove, in its entirety, the variable lot subdivision regulations (Article V, Section 5-104.3) from the City's zoning ordinance.

Overview: The code defines variable lot subdivisions as an option to provide a permissive voluntary alternative procedure to be utilized in placement of buildings and in location of open spaces associated therewith. These provisions are intended to provide for variations in lot size and open space requirements within the residential districts. The density standards established for individual districts are to be maintained on an overall basis and thereby provide desirable and proper open air space, tree cover, recreation areas or scenic vistas; all with the intent of preserving the natural beauty and environmental integrity of the area, while at the same time maintaining the necessary maximum population density limitations of the base zoning districts.

The relevant section of the zoning ordinance, highlighted below, shall be removed entirely:

5-104.3 Variable lot residential development. The purpose of this section is to provide a permissive voluntary alternative procedure to be utilized in placement of buildings and in location of open spaces associated therewith. These provisions are intended to provide for variations in lot size and open space requirements within the residential districts. The density standards established for individual districts are to be maintained on an overall basis and thereby provide desirable and proper open air space, tree cover, recreation areas or scenic vistas; all with the intent of preserving the natural beauty and environmental integrity of the area, while at the same time maintaining the necessary maximum population density limitations of the base zoning districts.

- 1. General provisions.** The provisions contained within this section are intended to provide a flexible procedure for locating dwellings upon sites. As such, the provisions do not constitute a use but an alternative procedure for the spacing of buildings and the use of open areas surrounding those buildings. It is necessary, however, that the purposes and intent of this ordinance be ensured and that proper light, air and privacy be made available for each dwelling unit. The master site development plan required in subpart 2 of this section, is intended to provide not only an accurate statement of the development scheme proposed for each such development but an enforceable legal instrument whereby the Planning Commission may be ensured that the general purposes, standards, etc., contained in this ordinance are being met.
- 2. Master site development plan required.**

- a. *Contents.* A master site development plan containing the information required by the provisions of article XIV, subsection 14-103.2, shall be prepared and submitted to the Planning Commission for review and approval along with a sketch plat as required by the subdivision regulations. In addition to the information required to meet the provisions of subsection 14-103.2, the master development plan shall show:
 - i. Topographic features, both existing and proposed, with contours of not more than two-foot intervals where slopes average 12 percent or less and five-foot intervals in areas where slopes are greater than 12 percent.
 - ii. Location of any open space that is proposed to be held in common ownership.
 - iii. Proposed ground coverage, floor area and heights of all buildings.
 - iv. Where any lot or roadway is proposed for location upon any portion of the site where the natural topography exceeds 12 percent such alteration shall be evaluated by a licensed geotechnical engineer and a report of findings and recommendations submitted with the plan of development.
 - b. *Coordinated review.* Upon receipt of a master site development plan and sketch plat containing information as required above, the Planning Commission may:
 - i. Concurrently review the site development plan and sketch plat;
 - ii. Jointly approve, approve with modification, or disapprove these documents; and
 - iii. In the instance of approval, or approval with modification, transfer the site development plan to the Zoning Administrator for enforcement.
 - c. *Enforcement.* Upon approval of a master site development plan, the Zoning Administrator shall note the boundary and extent of such development upon the official zoning map and shall become responsible for enforcement of the plan. Only minimal adjustments involving the placement of any structure will be permitted once a site development plan has been approved. Any other change shall require submission of a proposed amendment to the approved plan.
3. *Development standards.* The following standards and requirements shall apply to all developments subject to the provisions of this section:
- a. *General standards for development.* In the interest of promoting the most appropriate and economical use of the land while assuring that the character of the residential district is maintained, the Planning Commission in its review of a proposed development shall consider the following:
 - i. Protection of the character, property values, privacy and other characteristics of the surrounding neighborhood;
 - ii. Provision for surface drainage control, sewage disposal and water supply, recreation and traffic control; and
 - iii. Preservation and protection of existing trees, ground cover, top soil, streams, rock outcroppings and scenic or historic sites from dangers and damage caused by excessive and poorly planned grading for streets and building sites.
 - b. *Availability of public utilities.* Generally all public utilities, specifically including water and a central sewage collection and treatment system shall be available at the site. Where public sewer is not available, no lot or housing site may be created which has less area than the greater of, 30,000 square feet or that required to meet standards of the County Department of Environment and Conservation. All septic fields for each dwelling unit shall be located within the area of fee simple ownership of said dwelling unit.
 - c. *Permitted density.* The density permitted is intended to be consistent with that allowed within conventional developments offering no common open space. The maximum number of dwelling units permitted shall be computed as follows:
 - i. From the gross acreage available within the development shall be subtracted: any portion of the site where the full use of the land is not available to the landowner because of restrictions thereon; specifically including any portion of the site which lies within a floodway district.

- ii. The area remaining after the above adjustments shall be divided by the minimum lot area per family for the applicable dwelling unit type and zone district in which the dwelling unit is located. For developments located in more than one zoning district, the density shall be computed separately for that portion of the development lying within each district. No developmental density may be transferred across zoning district boundaries.
- d. *Minimum lot area.* Within all developments approved under the provisions of this section the minimum area of lots designated as residential building sites shall be as follows:
 - i. *Lots served by public sewer.* The minimum size of lots served by public sewer shall be as indicated in table 5-104.3a.
 - ii. *Lots served by on-site sewage disposal systems.* The minimum size of lots served by on-site sewage disposal systems shall be the greater of, 30,000 square feet or the area required to meet standards of the County Department of Environment and Conservation.
- e. *Lot width and yard requirements.* Within any development approved under the provisions of this section the following yard requirements shall apply:
 - i. *Lots adjacent to conventional residential development.* All lots located along the periphery of a development site adjacent to or directly across a street from existing conventional residential lots shall have minimum width, measured at the setback line, equal to 90 percent of the width required by the basic provisions established for the district within which the development is located. Such lots shall contain at least 80 percent of the minimum lot area required by the basic provisions established for the district within which the development is located.
 - ii. *All other lots.* The provisions for spacing of buildings set forth in subpart f (below) shall apply to all buildings and structures approved under the provisions of this section.
- f. *Building spacing.* The minimum space between any two buildings shall be the greater of that required to meet the minimum distances established in table 5-104.3a, or the separation required by adopted building and fire codes.
- g. *Lot coverage.* Lot coverage shall not exceed the [following] maximum building envelope standards in table 5-104.3a:

Table 5-104.3a. Density and Bulk Criteria for Standard Lots Within Variable Lot Residential Developments

Density and Bulk Criteria		Zone District					
		AR-40	RS-40	RS-30	RS-20	RS-15	RS-10
I.	Density (in dwelling units per acre)	1.1	1.1	1.5	2.2	2.9	4.3
II.	Minimum lot size (in 000 sq. ft.)						
	Without public water or sewer	N/A	N/A	N/A	N/A	N/A	N/A
	With public water but w/o public sewer	(1)	(1)	N/A	N/A	N/A	N/A

Table 5-104.3a. Density and Bulk Criteria for Standard Lots Within Variable Lot Residential Developments

Density and Bulk Criteria		Zone District					
		AR-40	RS-40	RS-30	RS-20	RS-15	RS-10
	With both public water and sewer	30	30		15	11.25	7.5
III.	Minimum lot frontage						
	On street	50	50	50	50	50	50
	On cul-de-sac	35	35	35	35	35	35
IV.	Maximum building envelope (as percentage of lot area)	40	40	40	45	50	55
V.	Minimum building envelope spacing (in feet)						
	Building envelope separation (measured between building envelopes)	50	50	40	30	20	15
	To on-site street	25	25	20	20	20	15
	To off-site street (2)	50	50	45	40	40	20
	To tract boundary (2)	50	50	45	40	40	20
	To any lot line	25	25	20	20	15	5
	To lake or stream (3)	100	100	100	100	100	100
VI.	Maximum total lot disturbance	(4)	(4)	(4)	(4)	(4)	(4)

(1) See subpart 3.d, minimum lot area (above).

(2) Where the provisions of subsection 3.e(1), lots adjacent to conventional residential development apply, setbacks shall be as required for the base zone district.

(3) This provision shall apply to streams with established floodplains. Along other streams the minimum setback shall be four times the width of the stream.

Recommendation: Staff recommends forwarding this zoning ordinance amendment to remove the variable lot regulations from Article V of the City’s zoning ordinance with a positive recommendation.



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1511

Agenda Date: 2/23/2026

Agenda #: 8.B.

Title:

AN ORDINANCE TO REZONE PROPERTY LOCATED 13135 LEBANON ROAD, APPROXIMATELY 0.35 ACRES, MAP 53K, PARCEL 027.00 FROM RS-40, LOW DENSITY RESIDENTIAL TO CRC, COMMERCIAL RETAIL CENTER

ORDINANCE 2026-

AN ORDINANCE TO REZONE PROPERTY LOCATED 13135 LEBANON ROAD, APPROXIMATELY 0.35 ACRES, MAP 53K, PARCEL 027.00 FROM RS-40, LOW DENSITY RESIDENTIAL TO CRC, COMMERCIAL RETAIL CENTER

WHEREAS, the subject rezoning request is consistent with the findings required in the zoning ordinance, and

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting on December 18, 2025, and forwarded a positive recommendation (8-0-0) for approval to the Board of Commissioners; and

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on _____, 2026 and notice thereof published in the Chronicle of Mt. Juliet on January 28, 2026; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone 0.35 acres of property located at 13135 Lebanon Road, map 53K, parcel 027.00, from RS-40, low density residential, to CRC, commercial retail center.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, is hereby amended and altered by rezoning 0.35 acres of property located at 13135 Lebanon Road, map 53K, parcel 027.00, from RS-40, low density residential, to CRC, commercial retail center, as shown in exhibit B and subject to the conditions below:

Planning and Zoning:

1. All requirements and regulations found in article VI of the zoning ordinance pertaining to CRC zoning shall apply to the property should the rezone be approved by the Board of Commissioners.

LEGAL DESCRIPTION – See Exhibit A (attached)

Section 2. PUBLIC HEARING. The zoning changes were the subject of a public hearing held on _____ at 6:15 p.m.

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING: January 12, 2026

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description 13135 Lebanon Rd

Land located in the 1st Civil District of WILSON County, Tennessee, within the corporate limits of the City of Mt. Juliet, Tennessee, and being known and designated as all of Lot No. 4, Plan of Hermitage Plantation Estates, of record in Plat Book 4, Page 60, as amended in Plat Book 5, Page 11, in the Register's Office for Wilson County, Tennessee, to which plat, as amended, specific reference is hereby made for a more particular description of said property.

Being the same property conveyed to SARAH J. SCOTT, an unmarried woman, by Warranty Deed from Bonnie Lynn Smith, an unmarried woman, dated February 21, 2017, and of record in Book 1747, Page 1557, Register's Office for WILSON County, Tennessee. Sarah J. Scott is now deceased, having died testate and unmarried on November 22, 2022, a resident of Wilson County, Tennessee. For further reference to title, see the Estate of Sarah Jean Scott, of record in Docket No. 2025PR140, in the Probate Court for Wilson County, Tennessee, whereby pursuant to Agreed Order, the Estate was declared insolvent and the appointed Administratrix, Alexandria D. Hurst, shall have the authority to sell the property as part of the administration thereof without the joinder of any beneficiaries.

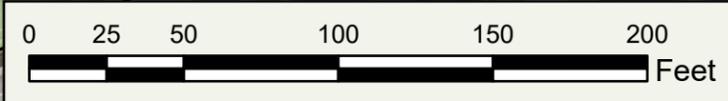
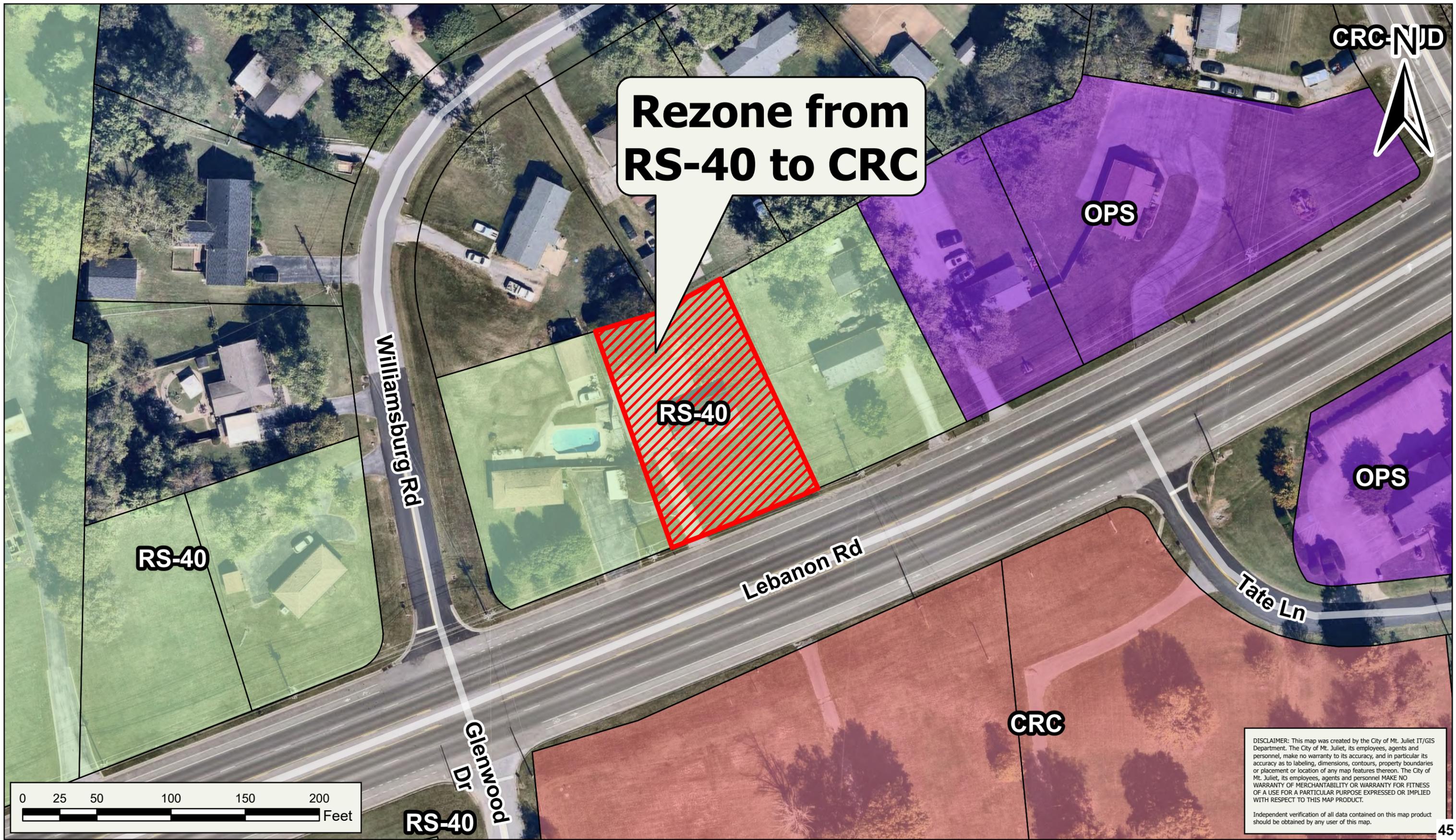
For further reference to title, see Motion and subsequent Order to Approve Purchase and Sale Agreement of Real Property, of record in Docket No. 2025PR140, in the Probate Court for Wilson County, Tennessee.

This description is the same as in the prior deed.



Exhibit B - Rezone

13135 Lebanon Rd Map 035K, Group A, Parcel 027.00



DISCLAIMER: This map was created by the City of Mt. Juliet IT/GIS Department. The City of Mt. Juliet, its employees, agents and personnel, make no warranty to its accuracy, and in particular its accuracy as to labeling, dimensions, contours, property boundaries or placement or location of any map features thereon. The City of Mt. Juliet, its employees, agents and personnel MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF A USE FOR A PARTICULAR PURPOSE EXPRESSED OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT.

Independent verification of all data contained on this map product should be obtained by any user of this map.



MEMORANDUM

Date: December 18, 2025

To: Luke Winchester, Chairman
and Planning Commission

From: Jon Baughman, City Planner
Jill Johnson, Planner I

Re: 13135 Lebanon Rd.
Rezone
Map – 053K
Group - A
Parcel(s) – 027.00

Request: The property owner, Mina Embaruk, requests a rezone for the property located at 13135 Lebanon Road, in District 1.

Analysis: The subject property is located on the north side of Lebanon Road, just to the west of Old N. Greenhill Road, and to the Northwest of Tate Lane, and consists of about 0.35 acres. The property currently has a single-family residence on it. The request is a zoning change from RS-40, low density residential to CRC, commercial retail center for use of the property commercially.

REQUEST SUMMARY	Land Use Map Classification	Requested Classification	Current Zoning District	Requested Zoning District
13135 Lebanon Rd.	Throughfare Commercial	N/A	RS-40	CRC

Future Land Use Plan: This property is within the City limits. The City’s future land use plan identifies this area as mixed use. The request for CRC, commercial retail center zoning is consistent with the land use plan, so no change is required nor sought.

Zoning: Current zoning is RS-40, and the requested zoning is CRC, commercial retail center. The land use plan is supportive of this request. Adjacent zoning districts include RS-40 to the east and west, CRC to the South, and Wilson County R-1 to the north.

Findings: In reviewing the requested zoning actions, staff finds that the request agrees with all of the following findings, as contained in the zoning ordinance. The proposed rezone:

1. *Is in agreement with the general plan for the area, and*
2. *does not contravene the legal purposes for which zoning exists, and*
3. *will have no adverse effect upon joining property owners, unless such effect can be justified by the overwhelming public good or welfare, and*

4. *is not materially beneficial to a property owner or small group of property owners and will not be detrimental to the general public, and*
5. *is possible because conditions affecting the area have changed to a sufficient extent to warrant an amendment to the zoning map, and*
6. *allows uses by right, for which the base infrastructure is in place or will be required, to support their operation.*

Summary: This rezone request is from RS-40, low density residential, to CRC, commercial retail center zoning at 13135 Lebanon Road. The City's land use plan supports this request, having a commercial designation in this area, as it fronts the major thoroughfare of Lebanon Road. Staff also is of the opinion that parcels fronting Lebanon Road should be zoned commercially.

Recommendation: Staff recommends forwarding the rezone request for 13135 Lebanon Rd to the Board of Commissioners with a positive recommendation, subject to the conditions below.

Planning and Zoning:

1. All requirements and regulations found in article VI of the zoning ordinance pertaining to CRC zoning shall apply to the property should the rezone be approved by the Board of Commissioners.

Engineering:

1. No Comments

WWUD:

1. No Comments Received

Wilson County Schools:

1. No Comments Received



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1577

Agenda Date: 2/23/2026

Agenda #: 8.C.

Title:

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO ACCEPT INSURANCE PROCEEDS AND APPROPRIATE FUNDS FOR A NEW POLICE K-9

ORDINANCE 2026 –

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO ACCEPT INSURANCE PROCEEDS AND APPROPRIATE FUNDS FOR A NEW POLICE K-9

WHEREAS, the City of Mt. Juliet maintains property insurance coverage for its Police Department K-9s; and

WHEREAS, K-9 Aksel sustained a career-ending injury as a result of a motor vehicle accident in April 2025;

WHEREAS, the Police Department’s K-9 program is a vital component of the City’s public safety operations and mission; and

WHEREAS, the City’s insurance carrier will reimburse the City for the cost of a new police K-9

WHEREAS, the city’s insurance carrier will reimburse the city for the cost of a new K-9.

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. The 2025/2026 Budget Ordinance (Ordinance 2025-35) is hereby amended as follows:

Drug Fund

Increase the Following Expenditures:

123-42129-320	Operating Supplies	\$ 20,000
---------------	--------------------	-----------

Increase the Following Revenue:

123-36350	Insurance Recoveries	\$ 15,000
-----------	----------------------	-----------

Decrease the Following:

123-27100	Fund Balance	\$ 5,000
-----------	--------------	----------

Section 2. The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

ORDINANCE 2026 –

If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING: February 9, 2026

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



MT. JULIET POLICE DEPARTMENT

EXECUTIVE SUMMARY

Budget Amendment to Replace Injured/Retired Police K9

- 1) Who: Mt. Juliet Police Department
- 2) What: Budget Amendment (Drug Fund) to Replace Injured/Retired Police K9
- 3) When: Approval for Purchase around March
- 4) Where: City-Wide
- 5) Why: Following the unfortunate injury of K9 Aksel during an April 2025 vehicle crash, our department was left with only one operational K9, K9 Citron. K9 Aksel's injury/leg removal rendered him unable to continue service, and his early retirement creates a critical gap in our K9 capabilities.

The Department's K9 program is a vital part of our public safety mission. Our K9s are not only instrumental in searching for missing persons and locating suspects, but they also play a key role in narcotics investigations. With only one K9 team currently available, our ability to respond promptly and effectively across multiple shifts and incidents is limited.

Replacing K9 Aksel is essential to reestablishing the strength and readiness of our K9 program. A second K9 will ensure we continue to meet the operational demands of our growing community, provide vital backup in high-risk situations, and maintain our proactive efforts in keeping Mt. Juliet safe.

- 6) Costs: H.R. continues to work with insurance for some level of reimbursement, which could offset these costs.

Total: \$20,000 (Canine: \$15,000, Travel and Lodging: \$3,000, Kennel for Transport, Flight, and Flight Vet Clearance: \$2,000)

The majority of the costs will be reimbursed by the Insurance Carrier upon receipt of the new dog and the invoice.

- 7) Line Item: 42129-320 Drug Fund Operating

Staff Recommendation: City Manager's Office has provided a positive recommendation.

Prepared by: Chief Tyler Chandler



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1602

Agenda Date: 2/23/2026

Agenda #: 8.D.

Title:

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY LOCATED AT 6325 CENTRAL PIKE MAP 097 PARCEL 014.01, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

RESOLUTION - 2026

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY LOCATED AT 6325 CENTRAL PIKE MAP 097 PARCEL 014.01, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

WHEREAS, Tennessee Code Annotated Section 6-51-102 an amended requires the a Plan of Services be adopted by the governing body of a city prior of passage of an annexation ordinance of any territory which may be annexed within any 12 month period; and

WHERAS, the City of Mt. Juliet (herein referred to as "City") contemplates annexation of property located at 6325 Central Pike, In Wilson County, Tennessee, as described herein;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE THAT THE PROPERTY LOCATED AT 6325 CENTRAL PIKE, IN WILSON COUNTY, TENNESSEE IS ADOPTED.

A. Police:

1. Patrolling, radio responses to calls, and all other calls, and other routine police services, using present personnel and equipment, will be provided beginning on the effective date of annexation.

B. Fire:

1. The City of Mt. Juliet will assume primary responsibility for Fire Protection/Emergency Medical Services with mutual aid assistance from the Wilson County Emergency Management Agency.

C. Water:

1. Water for domestic and commercial is already and will continue to be provided by the West Wilson Utility District.

D. Sanitary Sewers:

1. Sanitary Sewer infrastructure exists at or near the subject property boundary. Any required extension of the public sanitary sewer infrastructure shall be the responsibility of the developer of the subject property.
2. The annexation of existing developed areas that are not presently on sanitary sewer will not have sewer extended to the properties until funding is appropriated for such extensions or another funding mechanism is approved.

RESOLUTION - 2026

E. Refuse Collection:

1. Refuse Collection is available from private companies in the area. The City of Mt. Juliet has no current plans to offer refuse collection or solid waste disposal services in any area of the City.

F. Public Streets:

1. Emergency maintenance of streets designated as public streets, built to City of Mt. Juliet Standards and dedicated to the City of Mt. Juliet by recording of a final plat as public streets (repair of hazardous pot holes, measures necessary for traffic flows, etc.) will become available on the effective date of annexation.
2. Routine maintenance of streets designated, built and dedicated as public streets, on the same basis as in the present City, will become available in the annexed area when funds from the state gasoline tax based on the annexed population are received (usually July 1, following the effective date of annexation.)
3. Reconstruction and resurfacing of streets designated, built and dedicated as public streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements will be accomplished under current policies of the City or as funds are made available.
4. Cleaning of streets designated, built and dedicated as public streets having curbs and gutters will be considered after the effective date of annexation on the same basis as the cleaning of streets within the present City.
5. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed on public streets as the need is established, by appropriate study and traffic standards.

G. Schools:

1. The entire annex area is served by Wilson County Schools. This annexation will have no effect on school districts.

H. Inspection Services:

1. Any inspection service now provided by the City (building, plumbing, electrical, gas, housing and City of Mt. Juliet by Ordinance, etc) will become available in the annexed area on the effective date of annexation.

I. Planning:

1. The Planning Jurisdiction of the City already includes the annexed area. The property herein annexed is recommended to be zoned: CMU.

RESOLUTION - 2026

J. Street Lighting

1. The City only installs streetlights on main thoroughfares (currently Mt. Juliet Road/SR171 and Lebanon Road/US Highway 70).

K. Recreation

1. Residents of the annexed area may begin using all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the City will be followed in expanding the recreational program facilities in the enlarged City.

L. Electrical Service

1. Electrical service for domestic and commercial uses is already and will continue to be provided by the Middle Tennessee Electric Membership Cooperative.

NOW THEREFORE BE IT RESOLVED:

In case conflict between this resolution or any part hereof, and the whole or part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further. If any section, clause, provision or portion of the resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of the resolution.

This resolution shall take effect on the earliest date allowed by the law.

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1517

Agenda Date: 2/23/2026

Agenda #: 8.E.

Title:

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY ONE (1) ACRE OF PROPERTY AT 6325 CENTRAL PIKE, MAP 097, PARCEL 14.01, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

ORDINANCE 2026-

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY ONE (1) ACRE OF PROPERTY AT 6325 CENTRAL PIKE, MAP 097, PARCEL 14.01, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to annex one acre of property at 6325 Central Pike, map 097, parcel 14.01; and

WHEREAS, the property described herein is entirely within the Mt. Juliet Urban Growth Boundary; and

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of December 18, 2025, and forwarded a positive recommendation (Vote 8-0-0) for approval to the Board of Commissioners; and

WHEREAS, a Plan of Services for this area was adopted by resolution of Board of Commissioners as required by Tennessee Code Annotated § 6-51-102; and

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on _____ and notice thereof published in the Chronicle of Mt. Juliet on January 28, 2026; and

WHEREAS, it is in the best interests of the residents and property owners of the City of Mt. Juliet, Tennessee to include the property described herein within corporate boundaries of the City of Mt. Juliet.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. ANNEXATION. The property described below and as shown on Exhibit B and further described on Exhibit A attached hereto, one acre of property at 6325 Central Pike, map 097, parcel 14.01, is hereby annexed into the City of Mt. Juliet. The annexed land will be subject to the provisions and requirements of Ordinance 2001-29 as amended (Mt. Juliet Zoning Ordinance) and all other applicable ordinances, rules and regulations of the City of Mt. Juliet.

Section 2. PLANNING COMMISSION RECOMMENDATION. This matter was considered by the Planning Commission and received a positive recommendation with a vote of (8-0-0) in a regular meeting held on December 18, 2025.

Section 3. PUBLIC HEARING. The annexation was the subject of a public hearing held on _____ at 6:15 p.m.

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING: January 12, 2026

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description 6325 Central Pike

Being Lot No. 1 on the Plan of Coursey Subdivision of record in Plat Book 17, page 820, Register's Office for Wilson County, Tennessee, to which plat reference is hereby made for a more complete legal description.

CERTIFICATE OF OWNERSHIP AND DEDICATION
 I hereby certify that I am the owner of the property shown and described herein and that I adopt this plan of subdivision with my free consent, establish the minimum building restrictions lines, and dedicate all streets, alleys, walks, parks and other open spaces to public or private use as noted, along with all necessary easements for the construction of cut and fill slopes, cut and fill ramps, inlet and outlet ditches or channel changes beyond the right-of-way limits of the road.
 Owner: Robert E. Coursey Date: 5-22-86

CERTIFICATE OF ACCURACY
 I hereby certify that the plan shown and described herein is a true and correct survey to the accuracy required by the Wilson County Planning Commission.
 Surveyor: John S. McCord Date: 5/29/86

CERTIFICATE OF THE APPROVAL OF STREETS AND UTILITIES
 I hereby certify: (1) that the streets have been installed in an accessible manner and according to the county specifications or (2) that a security bond in the amount of \$10,000 has been posted with the Planning Commission to assure completion of all required improvements in case of default.
 Wilson County: Dorothy M. Haskins Date: 7/1/86

CERTIFICATE OF THE APPROVAL OF WATER SYSTEM
 I hereby certify that the water system indicated or outlined on this plan has been installed or proposed for installation in accordance with local and/or state governmental requirements.
CUMBERLAND UTILITY DISTRICT
 HERMITAGE, TN 37076
 APPROVED DISAPPROVED
 APPROVAL GOOD ONE YEAR FROM DATE

CERTIFICATE OF THE APPROVAL FOR RECORDING
 I hereby certify that the subdivision plan shown herein has been found to comply with the subdivision regulations for Wilson County, Tennessee, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the County Register.
 Secretary, Planning Commission: [Signature] Date: 7/1/86

RECORD
 Recorded _____ 19____ in Plat Book _____
 Page _____ in the Register's Office of Wilson County, TENN.
 Date _____

LOCATION MAP
 Shows location of the subdivision within the 25th Civil District, Wilson County, Tennessee. Labels include: 25th Civil District, Wilson County, Tenn., Gladys Wright, Pleasant Grove, Central Pl., and Central Pike.

DEED RECORDS
 John Tax \$ _____
 Fee \$ _____
 Recording Fee \$ 10.00
 Total \$ 10.00
 Record No. 53604
MARGIE TRICE
 REGISTER OF DEEDS
 WILSON CO. TENN.

SEAL OF WILSON COUNTY, TENNESSEE
 JOHN D. MCCORMICK
 REGISTER OF DEEDS
 WILSON COUNTY, TENNESSEE NO. 01

GENERAL APPROVAL FOR INSTALLATION OF SEWERAGE SYSTEM
 Sewerage District: Special
 General approval is hereby granted for lots proposed herein as being suitable for subsurface sewage disposal with the use of and/or attached restrictions.
 Before the initiation of construction, the location of the lines or other structure and plans for the subsurface sewage disposal system shall be approved by the local health authority.
 Date: 7/1/86 Allen Rothen
 Local Health Authority

Area for subsurface sewage disposal system shall be determined by the Local Health Authority. No cutting or filling in this area.

SURVEYORS CERTIFICATE
 This plan meets the requirements of a class "A" survey as per standards of practice adopted by the Board of Examiners for Land Surveyors, State of Tennessee.

BY: UPD D. MCCORMICK
 6201 NEW HOPE RD.
 HERMITAGE, TN 37076
 615-5407 741-6195

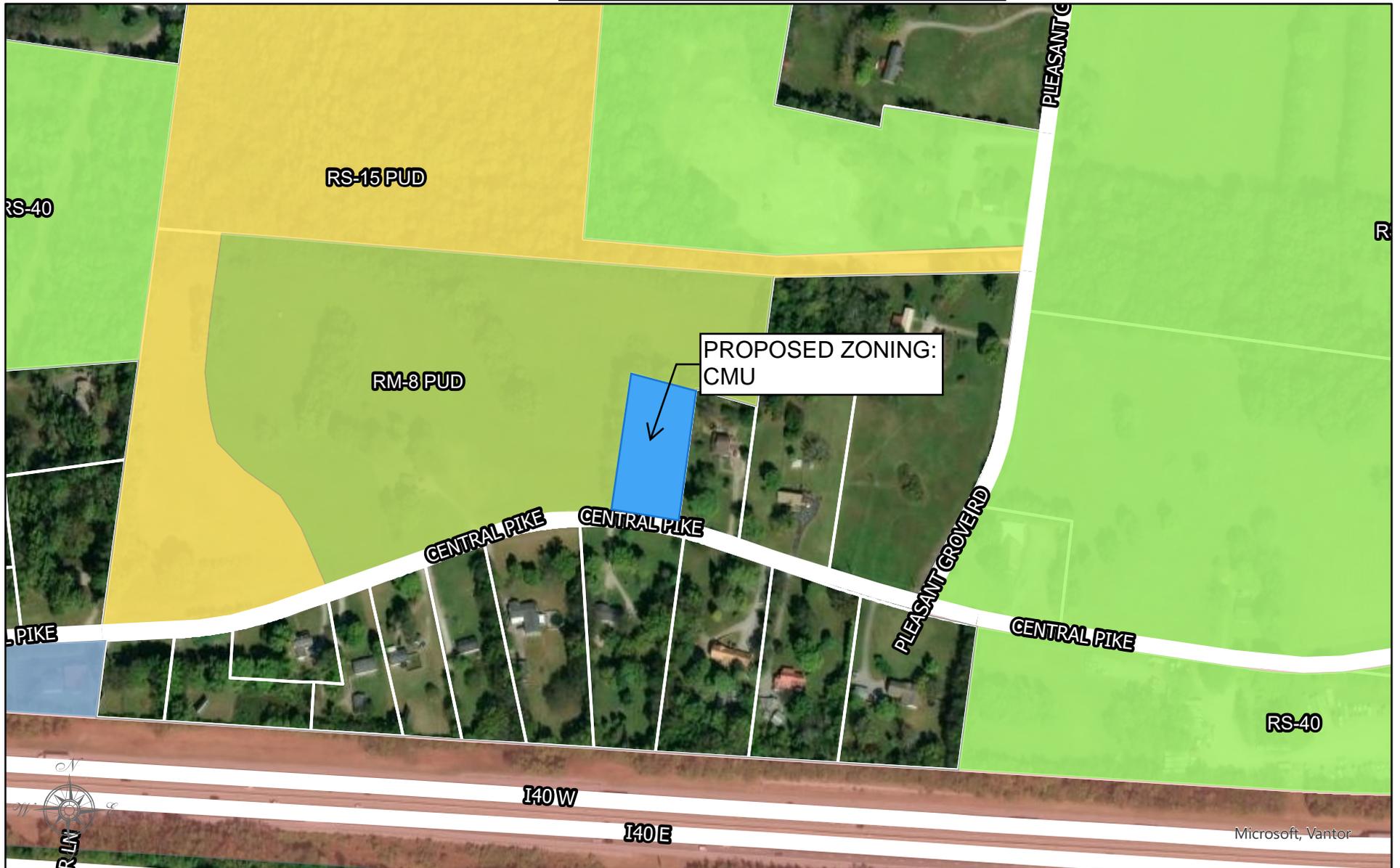
COURSEY SUBDIVISION
 25th CIVIL DISTRICT WILSON COUNTY, TENN.
 OWNER: ROBERT E. COURSEY, ET AL
 DEED BOOK 389 PG. 880
 TAX MAP 97 PAR. 14
 MAY 29, 1986 SCALE 1" = 50'

DEED RECORDS
 U.S. for record Aug 14 1986
 at 11:00 o'clock AM
 Noted in Note Book 23 Page 178
 Recorded in Plat Book 17 Page 820
 in the Register's office, for Wilson County, Tennessee.
 On this 1st day of Aug 1986
Margie Trice Register
 By JF Dep. Reg.

PROPERTY DESCRIPTION
 - GLADYS WRIGHT -
 BK. 134 PG. 154
 573°25'23"E → 278.56'
 159.28' 159.28'
 284.50'
 *S 10°49'11"W
 *S 10°25'23"E
 10.212'
 40,050 S.F. 1
 40,050 S.F. 2
 MIN. BLDG. SETBACK LINE
 DEDICATED R.O.W. 140.49'
 EXIST. R.O.W. 71.83'
 68.66'
 *N 66°42'49"W
 12'
 CENTRAL PIKE
 *A = 18°28'50"
 Z = 658.21'
 T = 107.09'
 L = 212.32'

MAGNETIC NORTH

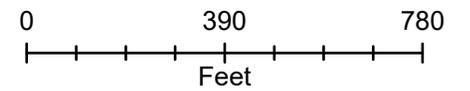
Exhibit B - 6325 Central Pike



CITY OF MT. JULIET, TENNESSEE

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

MAP DATE: November 17, 2025





MEMORANDUM

Date: December 18, 2025

To: Luke Winchester, Chairman
and Planning Commission

From: Jon Baughman, City Planner
Jill Johnson, Planner I

Re: 6325 Central Pike
Annexation & Rezone
Map – 097
Parcel – 014.01

Request: Submitted by Jake Porter, Heritage Civil, on behalf of their client, this is a request for an annexation and rezone of the property shown as Map 97, Parcel 14.01 and located at 6325 Central Pike.

Description: The subject property is approximately 1 acre on the north side of Central Pike, just to the west of Pleasant Grove Road, and to the northwest of the proposed Central Pike Interchange. The property is located within the City’s urban growth boundary and located to the east of the recently annexed Tillman subdivision. The property has approximately 150 feet of road frontage. Should the property be annexed, it will become part of District 3. The property is currently in Wilson County’s jurisdiction and is zoned R-1. The requested zoning is CMU, commercial mixed use. The future land use shows this property as mixed use. The use proposed for the property is not specified; however, the applicant has noted the owner is getting prepared for the upcoming Central Pike interchange and wants to rezone the property for potential future sale.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
6325 Central Pike	Mixed Use	Mixed Use – Land Use Amendment Not Required	Wilson Co. R-1	CMU, Commercial Mixed Use

Future Land Use Plan: The City’s Future Land Use map identifies the property as Commercial Mixed Use. Adjacent future land use classifications are also shown as mixed use. The applicant does not wish to nor need to change the future land use designation.

Zoning: Current zoning is Wilson County R-1. The applicant is seeking CMU, Commercial Mixed Use which is consistent with the surrounding zoning and the City’s future land use plan.

Annexation: The property is located within the City’s urban growth boundary. A plan of services is included.

Plan of Services: A plan of services is included for review.

Findings: In reviewing the requested zoning actions, staff finds that the request agrees with all of the following findings, as contained in the zoning ordinance. The proposed rezone:

1. *Is in agreement with the general plan for the area, and*
2. *does not contravene the legal purposes for which zoning exists, and*
3. *will have no adverse effect upon joining property owners, unless such effect can be justified by the overwhelming public good or welfare, and*
4. *is not materially beneficial to a property owner or small group of property owners and will not be detrimental to the general public, and*
5. *is possible because conditions affecting the area have changed to a sufficient extent to warrant an amendment to the zoning map, and*
6. *allows uses by right, for which the base infrastructure is in place or will be required, to support their operation.*

Summary: The current use of the property as a single-family residence is not intended to change. The owner is preparing for any future potential sale of the property due to the forthcoming Central Pike Interchange, due to the location and proximity to this project. This zoning is supported by the City's future land use plan.

Recommendation: Staff recommends the Planning Commission make a positive recommendation to the Board of Commissioners for the annexation and rezone of 6325 Central Pike.

Planning and Zoning:

1. Should the property be rezoned, the property is subject to the permitted uses and all regulations associated with CMU (article VI) zoning.

Engineering:

1. No Comments

WWUD:

1. No Comments Received

Wilson County Schools:

1. No Comments Received



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1603

Agenda Date: 2/23/2026

Agenda #: 8.F.

Title:

A RESOLUTION IN MEMORANDUM OF ORDINANCE ____ RELATIVE TO THE ANNEXATION OF
6325 CENTRAL PIKE, MAP 097, PARCEL 14.01

RESOLUTION -2026

A RESOLUTION IN MEMORANDUM OF ORDINANCE ___ RELATIVE TO THE ANNEXATION OF 6325 CENTRAL PIKE, MAP 097, PARCEL 14.01

WHEREAS, on _____, pursuant to Ordinance _____, the City of Mt. Juliet Board of Commissioners annexed the subject property into the corporate boundaries of the City of Mt. Juliet; and

WHEREAS, T.C.A. § 6-51-104 requires a resolution for the annexation proposed by a property owner; and

WHEREAS, this Resolution shall mirror the intent and effect of Ordinance ___ relative to the annexation of the subject property.

NOW, THEREFORE, BE IT RESOLVED by the City of Mt. Juliet, Wilson County, Tennessee as follows:

Section 1. The City of Mt. Juliet Board of Commissioners hereby resolves to pass Ordinance___ relative to the annexation of 6325 Central Pike, Map 097, Parcel 14.01.

Section 2. In the event of conflict between this resolution or any part hereof, and the whole or part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

Section 3. If any section, clause, provision, or portion of the resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of the resolution.

This resolution shall take effect immediately upon its adoption, the public welfare requiring it.

PASSED:

James Maness, Mayor

Kenneth D. Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1518

Agenda Date: 2/23/2026

Agenda #: 8.G.

Title:

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 6325 CENTRAL PIKE, APPROXIMATELY ONE (1) ACRE, MAP 097, PARCEL 14.01 FROM WILSON COUNTY R-1 TO CMU, COMMERCIAL MIXED USE

ORDINANCE 2026-

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 6325 CENTRAL PIKE, APPROXIMATELY ONE (1) ACRE, MAP 097, PARCEL 14.01 FROM WILSON COUNTY R-1 TO CMU, COMMERCIAL MIXED USE

WHEREAS, the subject rezoning request is consistent with the findings required in the zoning ordinance, and

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting on December 18, 2025, and forwarded a positive recommendation (8-0-0) for approval to the Board of Commissioners; and

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on _____, 2026 and notice thereof published in the Chronicle of Mt. Juliet on January 28, 2026; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone one acre of property at 6325 Central Pike, map 097, parcel 14.01, from Wilson County R-1 to CMU, commercial mixed use.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, is hereby amended and altered by rezoning one acre of property at 6325 Central Pike, map 097, parcel 14.01, from Wilson County R-1 to CMU, commercial mixed use, as shown in exhibit B and subject to the conditions below:

Planning and Zoning:

1. Should the property be rezoned, the property is subject to the permitted uses and all regulations associated with CMU (article VI) zoning.

LEGAL DESCRIPTION – See Exhibit A (attached)

Section 2. PUBLIC HEARING. The zoning changes were the subject of a public hearing held on _____ at 6:15 p.m.

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING: January 12, 2026

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

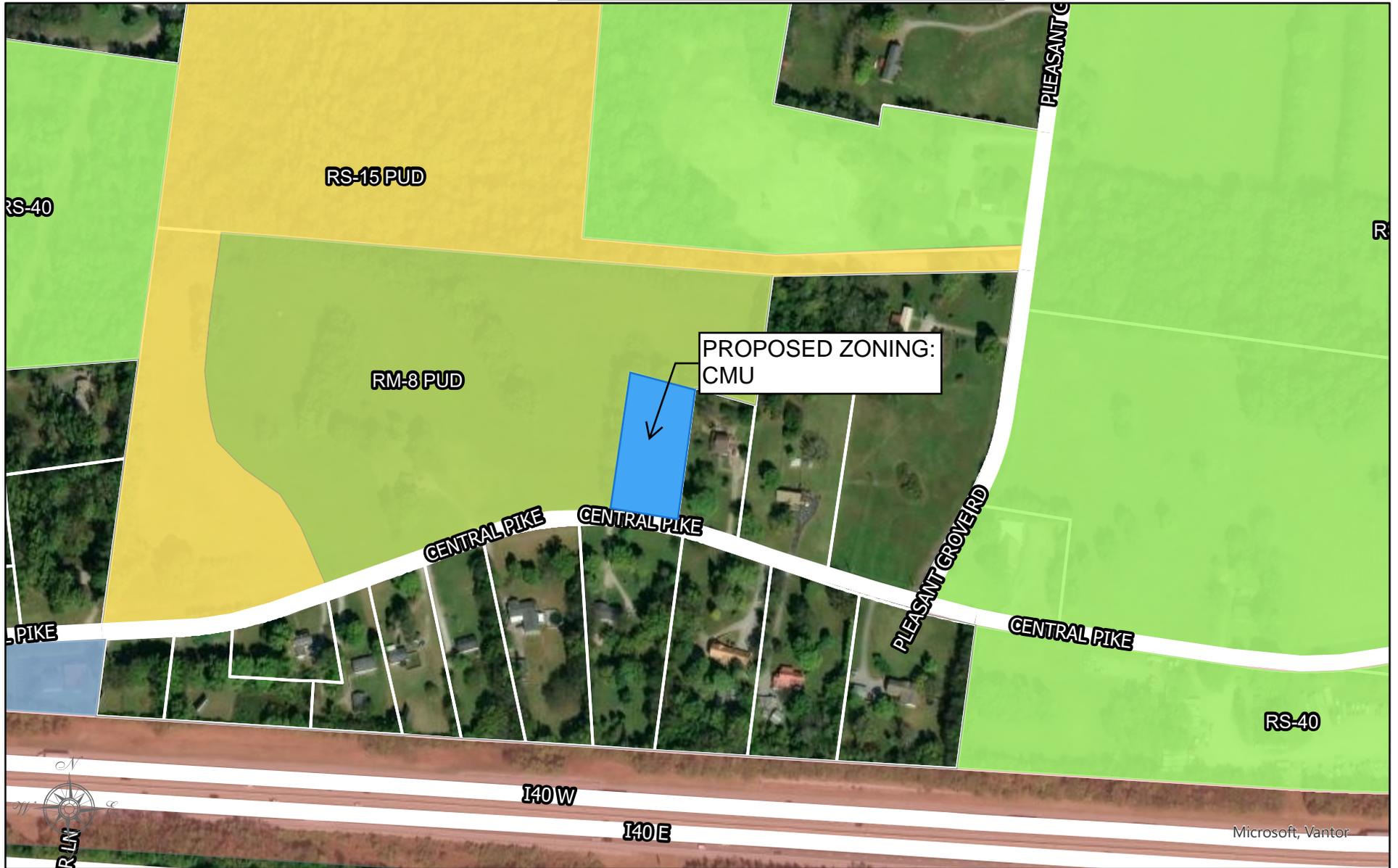
ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

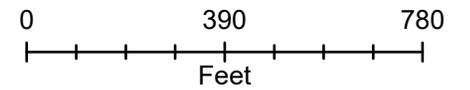
Exhibit B - 6325 Central Pike



CITY OF MT. JULIET, TENNESSEE

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

MAP DATE: November 17, 2025





MEMORANDUM

Date: December 18, 2025

To: Luke Winchester, Chairman
and Planning Commission

From: Jon Baughman, City Planner
Jill Johnson, Planner I

Re: 6325 Central Pike
Annexation & Rezone
Map – 097
Parcel – 014.01

Request: Submitted by Jake Porter, Heritage Civil, on behalf of their client, this is a request for an annexation and rezone of the property shown as Map 97, Parcel 14.01 and located at 6325 Central Pike.

Description: The subject property is approximately 1 acre on the north side of Central Pike, just to the west of Pleasant Grove Road, and to the northwest of the proposed Central Pike Interchange. The property is located within the City’s urban growth boundary and located to the east of the recently annexed Tillman subdivision. The property has approximately 150 feet of road frontage. Should the property be annexed, it will become part of District 3. The property is currently in Wilson County’s jurisdiction and is zoned R-1. The requested zoning is CMU, commercial mixed use. The future land use shows this property as mixed use. The use proposed for the property is not specified; however, the applicant has noted the owner is getting prepared for the upcoming Central Pike interchange and wants to rezone the property for potential future sale.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
6325 Central Pike	Mixed Use	Mixed Use – Land Use Amendment Not Required	Wilson Co. R-1	CMU, Commercial Mixed Use

Future Land Use Plan: The City’s Future Land Use map identifies the property as Commercial Mixed Use. Adjacent future land use classifications are also shown as mixed use. The applicant does not wish to nor need to change the future land use designation.

Zoning: Current zoning is Wilson County R-1. The applicant is seeking CMU, Commercial Mixed Use which is consistent with the surrounding zoning and the City’s future land use plan.

Annexation: The property is located within the City’s urban growth boundary. A plan of services is included.

Plan of Services: A plan of services is included for review.

Findings: In reviewing the requested zoning actions, staff finds that the request agrees with all of the following findings, as contained in the zoning ordinance. The proposed rezone:

1. *Is in agreement with the general plan for the area, and*
2. *does not contravene the legal purposes for which zoning exists, and*
3. *will have no adverse effect upon joining property owners, unless such effect can be justified by the overwhelming public good or welfare, and*
4. *is not materially beneficial to a property owner or small group of property owners and will not be detrimental to the general public, and*
5. *is possible because conditions affecting the area have changed to a sufficient extent to warrant an amendment to the zoning map, and*
6. *allows uses by right, for which the base infrastructure is in place or will be required, to support their operation.*

Summary: The current use of the property as a single-family residence is not intended to change. The owner is preparing for any future potential sale of the property due to the forthcoming Central Pike Interchange, due to the location and proximity to this project. This zoning is supported by the City's future land use plan.

Recommendation: Staff recommends the Planning Commission make a positive recommendation to the Board of Commissioners for the annexation and rezone of 6325 Central Pike.

Planning and Zoning:

1. Should the property be rezoned, the property is subject to the permitted uses and all regulations associated with CMU (article VI) zoning.

Engineering:

1. No Comments

WWUD:

1. No Comments Received

Wilson County Schools:

1. No Comments Received



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1604

Agenda Date: 2/23/2026

Agenda #: 8.H.

Title:

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY LOCATED AT 6365 CENTRAL PIKE MAP 097 PARCEL 014.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

RESOLUTION - 2026

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY LOCATED AT 6365 CENTRAL PIKE MAP 097 PARCEL 014.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

WHEREAS, Tennessee Code Annotated Section 6-51-102 an amended requires the a Plan of Services be adopted by the governing body of a city prior of passage of an annexation ordinance of any territory which may be annexed within any 12 month period; and

WHERAS, the City of Mt. Juliet (herein referred to as "City") contemplates annexation of property located at 6365 Central Pike, In Wilson County, Tennessee, as described herein;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE THAT THE PROPERTY LOCATED AT 6365 CENTRAL PIKE, IN WILSON COUNTY, TENNESSEE IS ADOPTED.

A. Police:

1. Patrolling, radio responses to calls, and all other calls, and other routine police services, using present personnel and equipment, will be provided beginning on the effective date of annexation.

B. Fire:

1. The City of Mt. Juliet will assume primary responsibility for Fire Protection/Emergency Medical Services with mutual aid assistance from the Wilson County Emergency Management Agency.

C. Water:

1. Water for domestic and commercial is already and will continue to be provided by the West Wilson Utility District.

D. Sanitary Sewers:

1. Sanitary Sewer infrastructure exists at or near the subject property boundary. Any required extension of the public sanitary sewer infrastructure shall be the responsibility of the developer of the subject property.
2. The annexation of existing developed areas that are not presently on sanitary sewer will not have sewer extended to the properties until funding is appropriated for such extensions or another funding mechanism is approved.

E. Refuse Collection:

RESOLUTION - 2026

1. Refuse Collection is available from private companies in the area. The City of Mt. Juliet has no current plans to offer refuse collection or solid waste disposal services in any area of the City.

F. Public Streets:

1. Emergency maintenance of streets designated as public streets, built to City of Mt. Juliet Standards and dedicated to the City of Mt. Juliet by recording of a final plat as public streets (repair of hazardous pot holes, measures necessary for traffic flows, etc.) will become available on the effective date of annexation.
2. Routine maintenance of streets designated, built and dedicated as public streets, on the same basis as in the present City, will become available in the annexed area when funds from the state gasoline tax based on the annexed population are received (usually July 1, following the effective date of annexation.)
3. Reconstruction and resurfacing of streets designated, built and dedicated as public streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements will be accomplished under current policies of the City or as funds are made available.
4. Cleaning of streets designated, built and dedicated as public streets having curbs and gutters will be considered after the effective date of annexation on the same basis as the cleaning of streets within the present City.
5. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed on public streets as the need is established, by appropriate study and traffic standards.

G. Schools:

1. The entire annex area is served by Wilson County Schools. This annexation will have no effect on school districts.

H. Inspection Services:

1. Any inspection service now provided by the City (building, plumbing, electrical, gas, housing and City of Mt. Juliet by Ordinance, etc) will become available in the annexed area on the effective date of annexation.

I. Planning:

1. The Planning Jurisdiction of the City already includes the annexed area. The property herein annexed is recommended to be zoned: CMU.

J. Street Lighting

RESOLUTION - 2026

1. The City only installs streetlights on main thoroughfares (currently Mt. Juliet Road/SR171 and Lebanon Road/US Highway 70).

K. Recreation

1. Residents of the annexed area may begin using all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the City will be followed in expanding the recreational program facilities in the enlarged City.

L. Electrical Service

1. Electrical service for domestic and commercial uses is already and will continue to be provided by the Middle Tennessee Electric Membership Cooperative.

NOW THEREFORE BE IT RESOLVED:

In case conflict between this resolution or any part hereof, and the whole or part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further. If any section, clause, provision or portion of the resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of the resolution.

This resolution shall take effect on the earliest date allowed by the law.

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1519

Agenda Date: 2/23/2026

Agenda #: 8.I.

Title:

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 0.92 ACRES OF PROPERTY AT 6365 CENTRAL PIKE, MAP 097, PARCEL 14.00, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

ORDINANCE 2026-

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 0.92 ACRES OF PROPERTY AT 6365 CENTRAL PIKE, MAP 097, PARCEL 14.00, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to annex 0.92 acres of property at 6365 Central Pike, map 097, parcel 14.00; and

WHEREAS, the property described herein is entirely within the Mt. Juliet Urban Growth Boundary; and

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of December 18, 2025, and forwarded a positive recommendation (Vote 8-0-0) for approval to the Board of Commissioners; and

WHEREAS, a Plan of Services for this area was adopted by resolution of Board of Commissioners as required by Tennessee Code Annotated § 6-51-102; and

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on _____ and notice thereof published in the Chronicle of Mt. Juliet on January 28, 2026; and

WHEREAS, it is in the best interests of the residents and property owners of the City of Mt. Juliet, Tennessee to include the property described herein within corporate boundaries of the City of Mt. Juliet.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. ANNEXATION. The property described below and as shown in Exhibit B and further described on Exhibit A attached hereto, one acre of property at 6365 Central Pike, map 097, parcel 14.00, is hereby annexed into the City of Mt. Juliet. The annexed land will be subject to the provisions and requirements of Ordinance 2001-29 as amended (Mt. Juliet Zoning Ordinance) and all other applicable ordinances, rules and regulations of the City of Mt. Juliet.

Section 2. PLANNING COMMISSION RECOMMENDATION. This matter was considered by the Planning Commission and received a positive recommendation with a vote of (8-0-0) in a regular meeting held on December 18, 2025.

Section 3. PUBLIC HEARING. The annexation was the subject of a public hearing held on _____ at 6:15 p.m.

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING: January 12, 2026

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description 6365 Central Pike

LAND in Wilson County, Tennessee, being Lot No. ? on the Plan of the Coursey Subdivision, recorded in Plat Book 17, Page 870, Register's Office for Wilson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

CERTIFICATE OF OWNERSHIP AND DEDICATION
I hereby certify that I am the owner of the premises shown and described herein and that I adopt the plan of subdivision with my free consent, establish the minimum building restrictions, lines, and dedicate all streets, alleys, walks, parks and other open spaces to public or private use as noted, along with all necessary easements for the construction of cut and fill slopes, cut and fill ramps, inlet and outlet ditches or channel changes beyond the right-of-way limits of the road.

Owner: Robert E. Coursey Date: 5-22-86

CERTIFICATE OF ACCURACY
I hereby certify that the plan shown and described herein is a true and correct survey to the accuracy required by the Wilson County Planning Commission.

Surveyor: J. S. McConick Date: 5/25/86

CERTIFICATE OF THE APPROVAL OF STREETS AND UTILITIES
I hereby certify: (1) that the streets have been installed in an accessible manner and according to the County specifications or (2) that a security bond in the amount of \$10,000 has been deposited with the Planning Commission to assure completion of all required improvements in case of default.

Wilson County: James A. Haskins Date: 7/1/86

CERTIFICATE OF THE APPROVAL OF WATER SYSTEM
I hereby certify that the water systems indicated or outlined on this plat has been installed or proposed for installation in accordance with local and/or state government requirements.

CUMBERLAND UTILITY DISTRICT
HEMPTAGE, TN. 37076
APPROVED DISAPPROVED
APPROVAL GOOD ONE YEAR FROM DATE

CERTIFICATE OF THE APPROVAL FOR RECORDING
I hereby certify that the subdivision plat shown herein has been found to comply with the subdivision regulations for Wilson County, Tennessee, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the County Register.

Secretary, Planning Commission: Robert E. Coursey Date: 7/1/86

RECORD
Recorded _____ 19 _____ in Plat Book _____
Page _____ in the Register's Office of Wilson County, Tennessee.

Verification of General Approval for Installation of Sewerage/Solids with Restrictions.
General approval is hereby granted for lots presented herein as being suitable for subsurface sewage disposal with the use of under attached restrictions.

Before the initiation of construction, the location of the house or other structure and plans for the subsurface sewage disposal system shall be approved by the local health authority.

Local Health Authority: Billie Allen Rother
Date: 7/1/86

Plans for subsurface sewage disposal system shall be determined by the Local Health Authority, by setting or filling in this area.

Local Health Authority: LOUIE A. HARRIS
HEMPTAGE, TN. 37076
PLAT 17-870

COURSEY SUBDIVISION

25TH CIVIL DISTRICT WILSON COUNTY, TENN.

OWNER: ROBERT E. COURSEY, ET UX. rec'd for record Aug 1st 1986
DEED BOOK 389 PG. 880 at 11:00 o'clock AM
Noted In Note Book 23 Page 7/28
Recorded In Plat Book 17 Page 870
In the Register's office for Wilson County, Tennessee.
On this 1st day of Aug 1986
Margie Trice Register
By J. S. McConick Dep. Reg.

TAX MAP 87 PAR. 14
MAY 29, 1986 SCALE 1"=50'

REGISTER'S OFFICE
MARGIE TRICE
REGISTER OF DEEDS
WILSON CO. TENN.

REGISTER'S OFFICE
BY: MURRAY D. MCCORMICK
627 NEW HOPE RD.
HEMPTAGE, TN. 37076
883-5407 741-6155

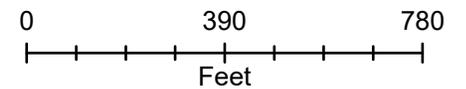
Exhibit B - 6365 Central Pike



CITY OF MT. JULIET, TENNESSEE

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

MAP DATE: November 17, 2025





MEMORANDUM

Date: December 18, 2025

To: Luke Winchester, Chairman
and Planning Commission

From: Jon Baughman, City Planner
Jill Johnson, Planner I

Re: 6365 Central Pike
Annexation & Rezone
Map – 097
Parcel – 014.00

Request: Submitted by Jake Porter, Heritage Civil, on behalf of their client, this is a request for an annexation and rezone of the property shown as Map 97, Parcel 14.00 and located at 6365 Central Pike.

Description: The subject property is approximately 0.92 acres, one parcel on the north side of Central Pike, just to the west of Pleasant Grove Road, and to the northwest of the proposed Central Pike Interchange. The property is located within the City’s urban growth boundary and located to the east of the recently annexed Tillman subdivision. Should the property be annexed, it will become part of District 3. The property is currently in Wilson County’s jurisdiction and is zoned R-1. The requested zoning is CMU, commercial mixed use. The future land use shows this property as mixed use. The use proposed for the property is not specified; however, the applicant has noted the owner is getting prepared for the upcoming Central Pike interchange and wants to rezone the property for potential future sale.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
6365 Central Pike	Mixed Use	Mixed Use – No Land Use Amendment required	Wilson Co. R-1	CMU, commercial mixed use

Future Land Use Plan: The City’s Future Land Use map identifies the property as Commercial Mixed Use. Adjacent future land use classifications are also shown as mixed use. The applicant does not wish to nor need to change the future land use designation.

Zoning: Current zoning is Wilson County R-1. The applicant is seeking CMU, Commercial Mixed Use which is consistent with the surrounding zoning and the City’s future land use plan.

Annexation: The property is located withing the City’s urban growth boundary.

Plan of Services: A plan of services is included for review.

Findings: In reviewing the requested zoning actions, staff finds that the request agrees with all of the following findings, as contained in the zoning ordinance. The proposed rezone:

1. *Is in agreement with the general plan for the area, and*
2. *does not contravene the legal purposes for which zoning exists, and*
3. *will have no adverse effect upon joining property owners, unless such effect can be justified by the overwhelming public good or welfare, and*
4. *is not materially beneficial to a property owner or small group of property owners and will not be detrimental to the general public, and*
5. *is possible because conditions affecting the area have changed to a sufficient extent to warrant an amendment to the zoning map, and*
6. *allows uses by right, for which the base infrastructure is in place or will be required, to support their operation.*

Summary: The current use of the property as a single-family residence is not intended to change. The owner is preparing for any future potential sale of the property due to the forthcoming Central Pike Interchange, due to the location and proximity to this project. This zoning is supported by the City's future land use plan.

Recommendation: Staff recommends the Planning Commission forward a positive recommendation to the Board of Commissioners for the annexation and rezone of 6365 Central Pike.

Planning and Zoning:

1. Should the property be rezoned, the property is subject to the permitted uses and all regulations associated with CMU (article VI) zoning.

Engineering:

1. No Comments

WWUD:

1. No Comments Received

Wilson County Schools:

1. No Comments Received



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1605

Agenda Date: 2/23/2026

Agenda #: 8.J.

Title:

A RESOLUTION IN MEMORANDUM OF ORDINANCE ____ RELATIVE TO THE ANNEXATION OF
6365 CENTRAL PIKE, MAP 097, PARCEL 14.00

RESOLUTION -2026

A RESOLUTION IN MEMORANDUM OF ORDINANCE ___ RELATIVE TO THE ANNEXATION OF 6365 CENTRAL PIKE, MAP 097, PARCEL 14.00

WHEREAS, on _____, pursuant to Ordinance _____, the City of Mt. Juliet Board of Commissioners annexed the subject property into the corporate boundaries of the City of Mt. Juliet; and

WHEREAS, T.C.A. § 6-51-104 requires a resolution for the annexation proposed by a property owner; and

WHEREAS, this Resolution shall mirror the intent and effect of Ordinance ___ relative to the annexation of the subject property.

NOW, THEREFORE, BE IT RESOLVED by the City of Mt. Juliet, Wilson County, Tennessee as follows:

Section 1. The City of Mt. Juliet Board of Commissioners hereby resolves to pass Ordinance___ relative to the annexation of 6365 Central Pike, Map 097, Parcel 14.00.

Section 2. In the event of conflict between this resolution or any part hereof, and the whole or part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

Section 3. If any section, clause, provision, or portion of the resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of the resolution.

This resolution shall take effect immediately upon its adoption, the public welfare requiring it.

PASSED:

James Maness, Mayor

Kenneth D. Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1520

Agenda Date: 2/23/2026

Agenda #: 8.K.

Title:

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 6365 CENTRAL PIKE, APPROXIMATELY 0.92 ACRES, MAP 097, PARCEL 14.00 FROM WILSON COUNTY R-1 TO CMU, COMMERCIAL MIXED USE.

ORDINANCE 2026-

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 6365 CENTRAL PIKE, APPROXIMATELY 0.92 ACRES, MAP 097, PARCEL 14.00 FROM WILSON COUNTY R-1 TO CMU, COMMERCIAL MIXED USE

WHEREAS, the subject rezoning request is consistent with the findings required in the zoning ordinance, and

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting on December 18, 2025, and forwarded a positive recommendation (8-0-0) for approval to the Board of Commissioners; and

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on _____, 2026 and notice thereof published in the Chronicle of Mt. Juliet on January 28, 2026; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone 0.92 acres of property at 6365 Central Pike, map 097, parcel 14.00, from Wilson County R-1 to CMU, commercial mixed use.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, is hereby amended and altered by rezoning 0.92 acres of property at 6365 Central Pike, map 097, parcel 14.00, from Wilson County R-1 to CMU, commercial mixed use, as shown in exhibit B and subject to the conditions below:

Planning and Zoning:

1. Should the property be rezoned, the property is subject to the permitted uses and all regulations associated with CMU (article VI) zoning.

LEGAL DESCRIPTION – See Exhibit A (attached)

Section 2. PUBLIC HEARING. The zoning changes were the subject of a public hearing held on _____ at 6:15 p.m.

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING: January 12, 2026

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

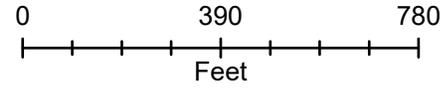
Exhibit B - 6365 Central Pike



CITY OF MT. JULIET, TENNESSEE

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

MAP DATE: November 17, 2025





MEMORANDUM

Date: December 18, 2025

To: Luke Winchester, Chairman
and Planning Commission

From: Jon Baughman, City Planner
Jill Johnson, Planner I

Re: 6365 Central Pike
Annexation & Rezone
Map – 097
Parcel – 014.00

Request: Submitted by Jake Porter, Heritage Civil, on behalf of their client, this is a request for an annexation and rezone of the property shown as Map 97, Parcel 14.00 and located at 6365 Central Pike.

Description: The subject property is approximately 0.92 acres, one parcel on the north side of Central Pike, just to the west of Pleasant Grove Road, and to the northwest of the proposed Central Pike Interchange. The property is located within the City’s urban growth boundary and located to the east of the recently annexed Tillman subdivision. Should the property be annexed, it will become part of District 3. The property is currently in Wilson County’s jurisdiction and is zoned R-1. The requested zoning is CMU, commercial mixed use. The future land use shows this property as mixed use. The use proposed for the property is not specified; however, the applicant has noted the owner is getting prepared for the upcoming Central Pike interchange and wants to rezone the property for potential future sale.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
6365 Central Pike	Mixed Use	Mixed Use – No Land Use Amendment required	Wilson Co. R-1	CMU, commercial mixed use

Future Land Use Plan: The City’s Future Land Use map identifies the property as Commercial Mixed Use. Adjacent future land use classifications are also shown as mixed use. The applicant does not wish to nor need to change the future land use designation.

Zoning: Current zoning is Wilson County R-1. The applicant is seeking CMU, Commercial Mixed Use which is consistent with the surrounding zoning and the City’s future land use plan.

Annexation: The property is located withing the City’s urban growth boundary.

Plan of Services: A plan of services is included for review.

Findings: In reviewing the requested zoning actions, staff finds that the request agrees with all of the following findings, as contained in the zoning ordinance. The proposed rezone:

1. *Is in agreement with the general plan for the area, and*
2. *does not contravene the legal purposes for which zoning exists, and*
3. *will have no adverse effect upon joining property owners, unless such effect can be justified by the overwhelming public good or welfare, and*
4. *is not materially beneficial to a property owner or small group of property owners and will not be detrimental to the general public, and*
5. *is possible because conditions affecting the area have changed to a sufficient extent to warrant an amendment to the zoning map, and*
6. *allows uses by right, for which the base infrastructure is in place or will be required, to support their operation.*

Summary: The current use of the property as a single-family residence is not intended to change. The owner is preparing for any future potential sale of the property due to the forthcoming Central Pike Interchange, due to the location and proximity to this project. This zoning is supported by the City's future land use plan.

Recommendation: Staff recommends the Planning Commission forward a positive recommendation to the Board of Commissioners for the annexation and rezone of 6365 Central Pike.

Planning and Zoning:

1. Should the property be rezoned, the property is subject to the permitted uses and all regulations associated with CMU (article VI) zoning.

Engineering:

1. No Comments

WWUD:

1. No Comments Received

Wilson County Schools:

1. No Comments Received



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1606

Agenda Date: 2/23/2026

Agenda #: 8.L.

Title:

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY LOCATED AT 6391 CENTRAL PIKE MAP 097 PARCEL 015.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

RESOLUTION - 2026

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY LOCATED AT 6391 CENTRAL PIKE MAP 097 PARCEL 015.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

WHEREAS, Tennessee Code Annotated Section 6-51-102 an amended requires the a Plan of Services be adopted by the governing body of a city prior of passage of an annexation ordinance of any territory which may be annexed within any 12 month period; and

WHERAS, the City of Mt. Juliet (herein referred to as "City") contemplates annexation of property located at 6391 Central Pike, In Wilson County, Tennessee, as described herein;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE THAT THE PROPERTY LOCATED AT 6391 CENTRAL PIKE, IN WILSON COUNTY, TENNESSEE IS ADOPTED.

A. Police:

1. Patrolling, radio responses to calls, and all other calls, and other routine police services, using present personnel and equipment, will be provided beginning on the effective date of annexation.

B. Fire:

1. The City of Mt. Juliet will assume primary responsibility for Fire Protection/Emergency Medical Services with mutual aid assistance from the Wilson County Emergency Management Agency.

C. Water:

1. Water for domestic and commercial is already and will continue to be provided by the West Wilson Utility District.

D. Sanitary Sewers:

1. Sanitary Sewer infrastructure exists at or near the subject property boundary. Any required extension of the public sanitary sewer infrastructure shall be the responsibility of the developer of the subject property.
2. The annexation of existing developed areas that are not presently on sanitary sewer will not have sewer extended to the properties until funding is appropriated for such extensions or another funding mechanism is approved.

RESOLUTION - 2026

E. Refuse Collection:

1. Refuse Collection is available from private companies in the area. The City of Mt. Juliet has no current plans to offer refuse collection or solid waste disposal services in any area of the City.

F. Public Streets:

1. Emergency maintenance of streets designated as public streets, built to City of Mt. Juliet Standards and dedicated to the City of Mt. Juliet by recording of a final plat as public streets (repair of hazardous pot holes, measures necessary for traffic flows, etc.) will become available on the effective date of annexation.
2. Routine maintenance of streets designated, built and dedicated as public streets, on the same basis as in the present City, will become available in the annexed area when funds from the state gasoline tax based on the annexed population are received (usually July 1, following the effective date of annexation.)
3. Reconstruction and resurfacing of streets designated, built and dedicated as public streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements will be accomplished under current policies of the City or as funds are made available.
4. Cleaning of streets designated, built and dedicated as public streets having curbs and gutters will be considered after the effective date of annexation on the same basis as the cleaning of streets within the present City.
5. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed on public streets as the need is established, by appropriate study and traffic standards.

G. Schools:

1. The entire annex area is served by Wilson County Schools. This annexation will have no effect on school districts.

H. Inspection Services:

1. Any inspection service now provided by the City (building, plumbing, electrical, gas, housing and City of Mt. Juliet by Ordinance, etc) will become available in the annexed area on the effective date of annexation.

I. Planning:

1. The Planning Jurisdiction of the City already includes the annexed area. The property herein annexed is recommended to be zoned: CMU.

RESOLUTION - 2026

J. Street Lighting

1. The City only installs streetlights on main thoroughfares (currently Mt. Juliet Road/SR171 and Lebanon Road/US Highway 70).

K. Recreation

1. Residents of the annexed area may begin using all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the City will be followed in expanding the recreational program facilities in the enlarged City.

L. Electrical Service

1. Electrical service for domestic and commercial uses is already and will continue to be provided by the Middle Tennessee Electric Membership Cooperative.

NOW THEREFORE BE IT RESOLVED:

In case conflict between this resolution or any part hereof, and the whole or part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further. If any section, clause, provision or portion of the resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of the resolution.

This resolution shall take effect on the earliest date allowed by the law.

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1521

Agenda Date: 2/23/2026

Agenda #: 8.M.

Title:

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 2 ACRES OF PROPERTY AT 6391 CENTRAL PIKE, MAP 097, PARCEL 15.00, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

ORDINANCE 2026-

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 0.92 ACRES OF PROPERTY AT 6391 CENTRAL PIKE, MAP 097, PARCEL 15.00, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to annex 0.92 acres of property at 6391 Central Pike, map 097, parcel 15.00; and

WHEREAS, the property described herein is entirely within the Mt. Juliet Urban Growth Boundary; and

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of December 18, 2025, and forwarded a positive recommendation (Vote 8-0-0) for approval to the Board of Commissioners; and

WHEREAS, a Plan of Services for this area was adopted by resolution of Board of Commissioners as required by Tennessee Code Annotated § 6-51-102; and

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on _____ and notice thereof published in the Chronicle of Mt. Juliet on January 28, 2026; and

WHEREAS, it is in the best interests of the residents and property owners of the City of Mt. Juliet, Tennessee to include the property described herein within corporate boundaries of the City of Mt. Juliet.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. ANNEXATION. The property described below and as shown in Exhibit B and further described on Exhibit A attached hereto, 0.92 acres of property at 6391 Central Pike, map 097, parcel 15.00, is hereby annexed into the City of Mt. Juliet. The annexed land will be subject to the provisions and requirements of Ordinance 2001-29 as amended (Mt. Juliet Zoning Ordinance) and all other applicable ordinances, rules and regulations of the City of Mt. Juliet.

Section 2. PLANNING COMMISSION RECOMMENDATION. This matter was considered by the Planning Commission and received a positive recommendation with a vote of (8-0-0) in a regular meeting held on December 18, 2025.

Section 3. PUBLIC HEARING. The annexation was the subject of a public hearing held on _____ at 6:15 p.m.

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING: January 12, 2026

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

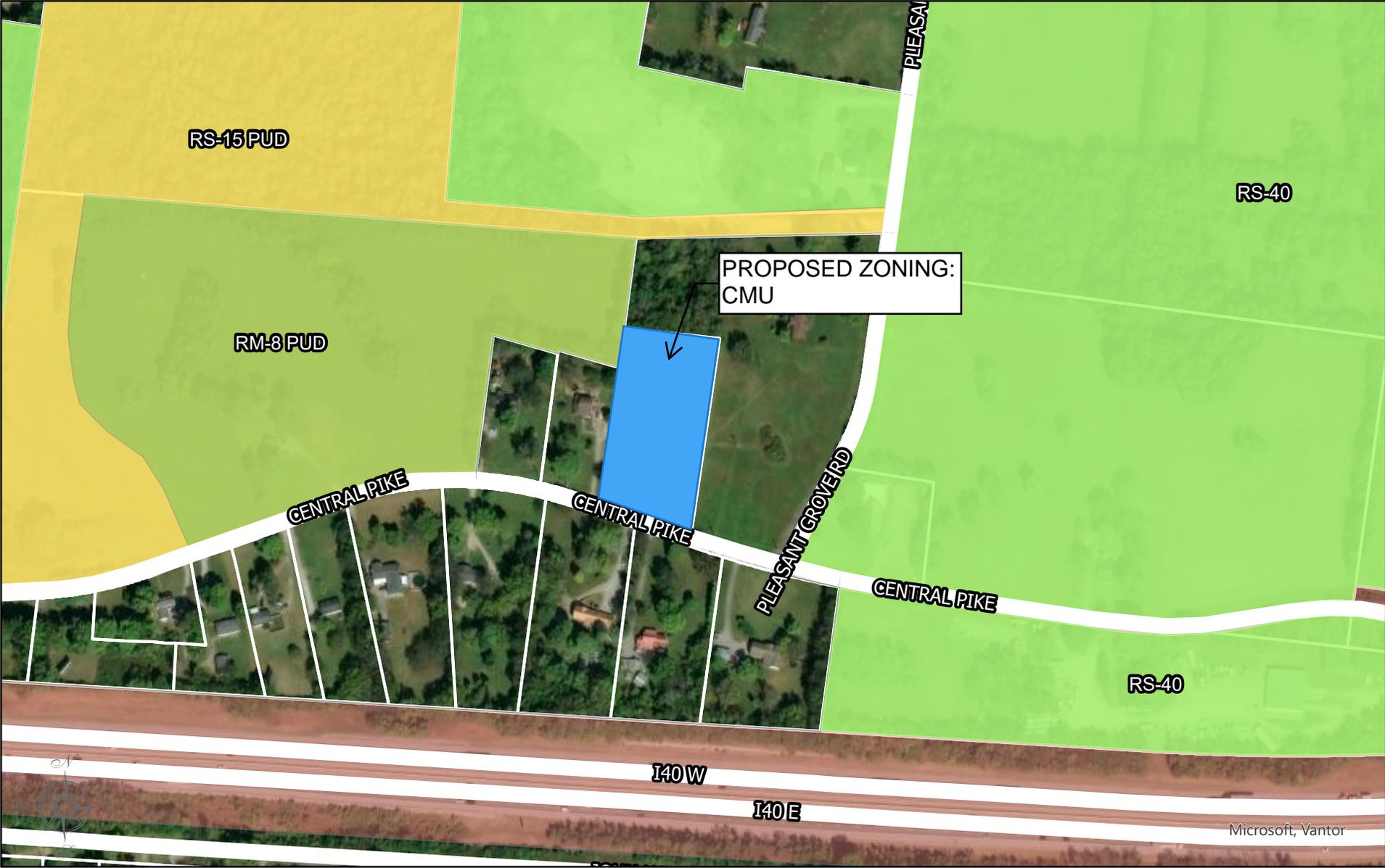
APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description 6391 Central Pike

Beginning in the center of Central Pike, Lohman's Southeast corner, thence, 417 feet North to a stake, thence East 208.5 feet to a stake, thence, South 417 feet to the center of Central Pike; thence West 208.5 feet to the beginning, contained 2 acres more or less, bounded as follows; South Central Pike, North by J.L. Telford, East by J.L. Telford and West by Lohman and J.G. Hight.

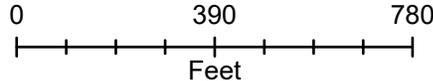
Exhibit B - 6391 Central Pike



CITY OF MT. JULIET, TENNESSEE

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

MAP DATE: November 17, 2025





MEMORANDUM

Date: December 18, 2025
To: Luke Winchester, Chairman
 and Planning Commission
From: Jon Baughman, City Planner
 Jill Johnson, Planner I
Re: 6391 Central Pike
 Annexation & Rezone
 Map – 097
 Parcel – 015.00

Request: Submitted by Jake Porter, Heritage Civil, on behalf of their client, this is a request for an annexation and rezone of the property shown as Map 97, Parcel 15.00 and located at 6391 Central Pike.

Description: The subject property is approximately 0.92 acres, one parcel on the north side of Central Pike, just to the west of Pleasant Grove Road, and to the northwest of the proposed Central Pike Interchange. The property is located within the City’s urban growth boundary and located to the east of the recently annexed Tillman subdivision. The property has approximately 210 feet of road frontage. Should the property be annexed, it will become part of District 3. The property is currently in Wilson County’s jurisdiction and is zoned R-1. The requested zoning is CMU, commercial mixed use. The future land use shows this property as mixed use. The use proposed for the property is not specified, however; the applicant has noted the owner is getting prepared for the upcoming Central Pike interchange and wants to rezone the property for potential future sale.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
6391 Central Pike	Mixed Use	Mixed Use – No Land Use Amendment required	Wilson Co. R-1	CMU, commercial mixed use

Future Land Use Plan: The City’s Future Land Use map identifies the property as Commercial Mixed Use. Adjacent future land use classifications are also shown as mixed use. The applicant does not wish to nor need to change the future land use designation.

Zoning: Current zoning is Wilson County R-1. The applicant is seeking CMU, Commercial Mixed Use which is consistent with the surrounding zoning and the City’s future land use plan.

Annexation: The property is located withing the City’s urban growth boundary.

Plan of Services: A plan of services is included for review.

Findings: In reviewing the requested zoning actions, staff finds that the request agrees with all of the following findings, as contained in the zoning ordinance. The proposed rezone:

1. *Is in agreement with the general plan for the area, and*
2. *does not contravene the legal purposes for which zoning exists, and*
3. *will have no adverse effect upon joining property owners, unless such effect can be justified by the overwhelming public good or welfare, and*
4. *is not materially beneficial to a property owner or small group of property owners and will not be detrimental to the general public, and*
5. *is possible because conditions affecting the area have changed to a sufficient extent to warrant an amendment to the zoning map, and*
6. *allows uses by right, for which the base infrastructure is in place or will be required, to support their operation.*

Summary: The current use of the property as a single-family residence is not intended to change. The owner is preparing for any future potential sale of the property due to the forthcoming Central Pike Interchange, due to the location and proximity to this project. This zoning is supported by the City's future land use plan.

Recommendation: Staff recommends the Planning Commission forward a positive recommendation to the Board of Commissioners for the annexation and rezone of 6391 Central Pike.

Planning and Zoning:

1. Should the property be rezoned, the property is subject to the permitted uses and all regulations associated with CMU (article VI) zoning.

Engineering:

1. No Comments

WWUD:

1. No Comments Received

Wilson County Schools:

1. No Comments Received



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1607

Agenda Date: 2/23/2026

Agenda #: 8.N.

Title:

A RESOLUTION IN MEMORANDUM OF ORDINANCE ____ RELATIVE TO THE ANNEXATION OF
6391 CENTRAL PIKE, MAP 097, PARCEL 15.00

RESOLUTION -2026

A RESOLUTION IN MEMORANDUM OF ORDINANCE ___ RELATIVE TO THE ANNEXATION OF 6391 CENTRAL PIKE, MAP 097, PARCEL 15.00

WHEREAS, on _____, pursuant to Ordinance _____, the City of Mt. Juliet Board of Commissioners annexed the subject property into the corporate boundaries of the City of Mt. Juliet; and

WHEREAS, T.C.A. § 6-51-104 requires a resolution for the annexation proposed by a property owner; and

WHEREAS, this Resolution shall mirror the intent and effect of Ordinance ___ relative to the annexation of the subject property.

NOW, THEREFORE, BE IT RESOLVED by the City of Mt. Juliet, Wilson County, Tennessee as follows:

Section 1. The City of Mt. Juliet Board of Commissioners hereby resolves to pass Ordinance___ relative to the annexation of 6391 Central Pike, Map 097, Parcel 15.00.

Section 2. In the event of conflict between this resolution or any part hereof, and the whole or part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

Section 3. If any section, clause, provision, or portion of the resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of the resolution.

This resolution shall take effect immediately upon its adoption, the public welfare requiring it.

PASSED:

James Maness, Mayor

Kenneth D. Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1523

Agenda Date: 2/23/2026

Agenda #: 8.O.

Title:

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 6391 CENTRAL PIKE, APPROXIMATELY 2 ACRES, MAP 097, PARCEL 15.00 FROM WILSON COUNTY R-1 TO CMU, COMMERCIAL MIXED USE

ORDINANCE 2026-

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 6391 CENTRAL PIKE, APPROXIMATELY 0.92 ACRES, MAP 097, PARCEL 15.00 FROM WILSON COUNTY R-1 TO CMU, COMMERCIAL MIXED USE

WHEREAS, the subject rezoning request is consistent with the findings required in the zoning ordinance, and

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting on December 18, 2025, and forwarded a positive recommendation (8-0-0) for approval to the Board of Commissioners; and

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on _____, 2026 and notice thereof published in the Chronicle of Mt. Juliet on January 28, 2026; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone 0.92 acres of property at 6391 Central Pike, map 097, parcel 15.00, from Wilson County R-1 to CMU, commercial mixed use.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, is hereby amended and altered by rezoning 0.92 acres of property at 6391 Central Pike, map 097, parcel 15.00, from Wilson County R-1 to CMU, commercial mixed use, as shown in exhibit B and subject to the conditions below:

Planning and Zoning:

1. Should the property be rezoned, the property is subject to the permitted uses and all regulations associated with CMU (article VI) zoning.

LEGAL DESCRIPTION – See Exhibit A (attached)

Section 2. PUBLIC HEARING. The zoning changes were the subject of a public hearing held on _____ at 6:15 p.m.

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING: January 12, 2026

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

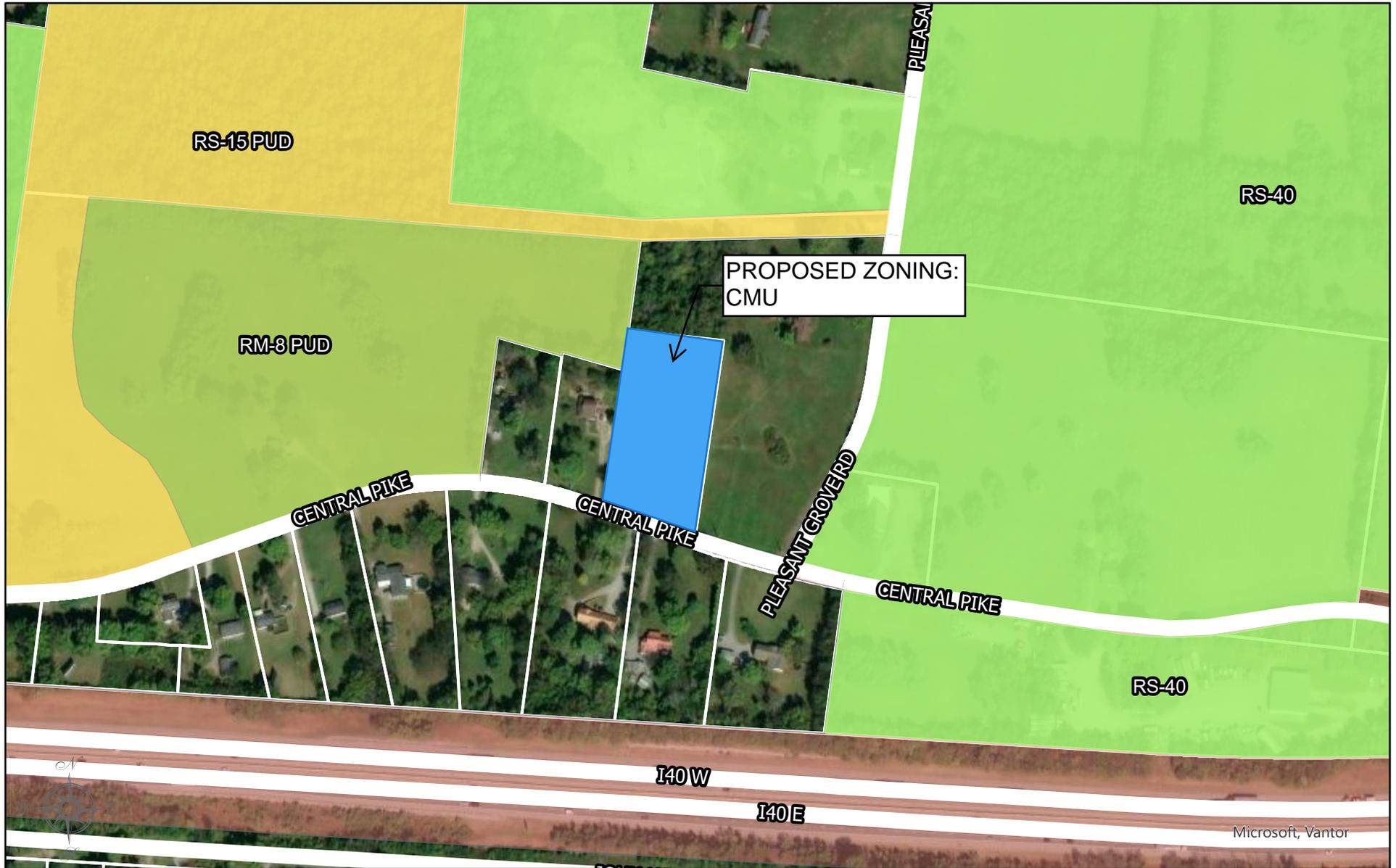
APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description 6391 Central Pike

Beginning in the center of Central Pike, Lohman's Southeast corner, thence, 417 feet North to a stake, thence East 208.5 feet to a stake, thence, South 417 feet to the center of Central Pike; thence West 208.5 feet to the beginning, contained 2 acres more or less, bounded as follows; South Central Pike, North by J.L. Telford, East by J.L. Telford and West by Lohman and J.G. Hight.

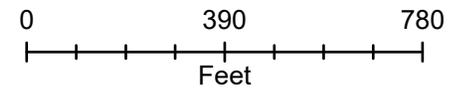
Exhibit B - 6391 Central Pike



CITY OF MT. JULIET, TENNESSEE

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MAP DATE: November 17, 2025





MEMORANDUM

Date: December 18, 2025
To: Luke Winchester, Chairman
 and Planning Commission
From: Jon Baughman, City Planner
 Jill Johnson, Planner I
Re: 6391 Central Pike
 Annexation & Rezone
 Map – 097
 Parcel – 015.00

Request: Submitted by Jake Porter, Heritage Civil, on behalf of their client, this is a request for an annexation and rezone of the property shown as Map 97, Parcel 15.00 and located at 6391 Central Pike.

Description: The subject property is approximately 0.92 acres, one parcel on the north side of Central Pike, just to the west of Pleasant Grove Road, and to the northwest of the proposed Central Pike Interchange. The property is located within the City’s urban growth boundary and located to the east of the recently annexed Tillman subdivision. The property has approximately 210 feet of road frontage. Should the property be annexed, it will become part of District 3. The property is currently in Wilson County’s jurisdiction and is zoned R-1. The requested zoning is CMU, commercial mixed use. The future land use shows this property as mixed use. The use proposed for the property is not specified, however; the applicant has noted the owner is getting prepared for the upcoming Central Pike interchange and wants to rezone the property for potential future sale.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
6391 Central Pike	Mixed Use	Mixed Use – No Land Use Amendment required	Wilson Co. R-1	CMU, commercial mixed use

Future Land Use Plan: The City’s Future Land Use map identifies the property as Commercial Mixed Use. Adjacent future land use classifications are also shown as mixed use. The applicant does not wish to nor need to change the future land use designation.

Zoning: Current zoning is Wilson County R-1. The applicant is seeking CMU, Commercial Mixed Use which is consistent with the surrounding zoning and the City’s future land use plan.

Annexation: The property is located withing the City’s urban growth boundary.

Plan of Services: A plan of services is included for review.

Findings: In reviewing the requested zoning actions, staff finds that the request agrees with all of the following findings, as contained in the zoning ordinance. The proposed rezone:

1. *Is in agreement with the general plan for the area, and*
2. *does not contravene the legal purposes for which zoning exists, and*
3. *will have no adverse effect upon joining property owners, unless such effect can be justified by the overwhelming public good or welfare, and*
4. *is not materially beneficial to a property owner or small group of property owners and will not be detrimental to the general public, and*
5. *is possible because conditions affecting the area have changed to a sufficient extent to warrant an amendment to the zoning map, and*
6. *allows uses by right, for which the base infrastructure is in place or will be required, to support their operation.*

Summary: The current use of the property as a single-family residence is not intended to change. The owner is preparing for any future potential sale of the property due to the forthcoming Central Pike Interchange, due to the location and proximity to this project. This zoning is supported by the City's future land use plan.

Recommendation: Staff recommends the Planning Commission forward a positive recommendation to the Board of Commissioners for the annexation and rezone of 6391 Central Pike.

Planning and Zoning:

1. Should the property be rezoned, the property is subject to the permitted uses and all regulations associated with CMU (article VI) zoning.

Engineering:

1. No Comments

WWUD:

1. No Comments Received

Wilson County Schools:

1. No Comments Received



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1494

Agenda Date: 2/23/2026

Agenda #: 9.A.

Title:

AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE VIII, OVERLAY DISTRICTS, SECTION 8-207.5, OPEN SPACE REQUIREMENTS

AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE VIII, OVERLAY DISTRICTS, SECTION 8-207.5, OPEN SPACE REQUIREMENTS

WHEREAS, the City desires to amend the City’s Zoning Regulations, Article VIII (“Overlay Districts”), Section 8-207.5 (“Open space requirements”) by updating the open space requirement from 20% for RM-8 and RM16 and 7% for all other residential PUD’s to ~~20%~~15% for all residential PUD’s; and

WHEREAS, the Planning Commission considered this request during their meeting of November 20, 2025 and forwarded a positive recommendation to the Board of Commissioners with a vote of 7-0-0; and

WHEREAS, Article VIII of the Zoning Regulations is desired to be amended as follows:

Part	Article	Section	Section Title	Action
B	VIII	8-207.5.4.a	Improved recreational open space.	Amend

; and

WHEREAS, the specific amendments desired to be made to Article VIII, Section 8-207.5 of the Zoning Regulations are shown in redline form in the attached Exhibit A.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. The Zoning Regulations, Article VIII, Section 8-207.5.4.a is hereby amended to read in its entirety as follows:

4. *Improved recreational open space.* In addition to the environmental open space required by subpart 3 (above) open space designed to meet the active and passive recreational needs of the resident population of any residential planned unit development shall be provided. These areas shall meet the requirements set forth herein:
 - a. *Plan to reflect anticipated needs of resident population.* A recreation plan shall be developed and presented with the master development plan for the proposed residential planned unit development. This plan shall indicate general demographic characteristics of the anticipated market being targeted by the proposed development. The plan shall indicate the recreation facilities proposed and the age groups these facilities are designed to serve. A minimum of ~~fifteen~~twenty-percent of the gross area of all residential PUD’s shall be devoted to improved open space. These facilities may be devoted to either:

ORDINANCE 2026 –

- (1) Shared limited use facilities designed so as to ensure privacy and control of access by and for the exclusive use of the intended resident clientele; or
- (2) Shared general use recreation facilities which are available to all residents of the proposed development.

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING: January 12, 2026

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

ARTICLE VIII. OVERLAY DISTRICTS

Sec. 8-207. Residential development standards.

8-207.5 Open space requirements.

1. *General[ly]*. Within any residential planned unit development open space shall be provided which is adequate to:
 - a. Buffer both internal and external activities from objectionable or conflicting characteristics associated with such uses;
 - b. Ensure adequate space, light and air along with visual and acoustical privacy;
 - c. Ensure protection of cultural and environmentally sensitive areas;
 - d. Provide space for recreation and enjoyment of the residents.
2. *Use of common open space*. All open space shown on a development plan of any residential planned unit development shall be indicated as to its intended use. In this regard, common open space may consist of the following:
 - a. Cultural and environmental open space.
 - b. Improved recreational open space.
3. *Cultural and environmental open space*. Except for those portions of a residential planned unit development required for the installation of streets and utilities, the following areas shall be designated as environmental open space and no development shall take place thereon:
 - a. Natural slopes of 18 percent or greater;
 - b. Areas classified as floodplain districts in section 8-301 of this ordinance and located as determined from field run surveys;
 - c. Streams, creeks and major drainageways (specifically including all "blue line" streams);
 - d. Areas classified as wetlands;
 - e. Sites of paleontological, prehistoric, historic and/or archeological significance, specifically including all sites of historic or prehistoric human activity such as, but not restricted to, buildings, stone walls, mounds, forts, earthworks, burial grounds, structures, villages, mines, caves and all locations which are or may be sources of paleontological remains;
 - f. All areas which present geological hazards specifically including those within unstable geological and karst formations (including sinkholes); and
 - g. Areas presenting environmentally or ecologically unique resources, including the habitat of any and all threatened or endangered species of plants or animals.
4. *Improved recreational open space*. In addition to the environmental open space required by subpart 3 (above) open space designed to meet the active and passive recreational needs of the resident population of any residential planned unit development shall be provided. These areas shall meet the requirements set forth herein:
 - a. *Plan to reflect anticipated needs of resident population*. A recreation plan shall be developed and presented with the master development plan for the proposed residential

planned unit development. This plan shall indicate general demographic characteristics of the anticipated market being targeted by the proposed development. The plan shall indicate the recreation facilities proposed and the age groups these facilities are designed to serve. ~~A minimum of twenty percent of the gross area of every RM-8 and RM-16 PUD and a minimum of seven percent of the gross of all other residential PUD's shall be devoted to improved recreational open space. A minimum of fifteen percent of the gross area of all residential PUD's shall be devoted to improved open space.~~ These facilities may be devoted to either:

- (1) Shared limited use facilities designed so as to ensure privacy and control of access by and for the exclusive use of the intended resident clientele; or
 - (2) Shared general use recreation facilities which are available to all residents of the proposed development.
- b. *Recreational equipment.* All recreational equipment provided within any shared general use recreation space shall be durable commercial grade equipment manufactured by Gametime, Inc., Iron Mountain Forge or equivalent manufacturer. All equipment shall meet all Consumer Product Safety Commission Safety Guidelines as well as the ASTM F1487-93, Public Use Playground Standard.
- c. *Recreation facilities.* The following land areas and facilities shall, subject to compliance with the stipulated conditions, qualify as shared general use recreation space. Construction details of all improvements shall be shown on all final development plans and will be bonded prior to filing of final subdivision plats.
- i. *Mini-parks and tot lots.* Mini-parks and tot lots are specialized facilities that serve a concentrated or limited population or specific age group such as very young children or senior citizens within areas that are in immediate walking distance (i.e., one-quarter mile) of their residences. The minimum total area of a mini-park or tot lot is one-half acre with a minimum dimension of 100 feet. The individual pieces of playground equipment shall be specified on the site plan. All recreational equipment provided shall meet or exceed the requirements of subpart b, Recreational equipment, above.
 - ii. *Neighborhood parks.* Neighborhood parks are intended as areas of intense active recreational activities for school age and older children and adults. The minimum area included within a neighborhood park shall be five acres. Such space shall be linked to all dwelling units within the planned unit development by a continuous pedestrian circulation system of sidewalks or trails. The park shall serve the population within a one-half mile radius. The recreation facilities will include areas for field games, crafts and playground apparatus along with areas for skating, picnicking and similar activities.
 - iii. *Recreational buildings.* Recreational open space may be comprised of the area occupied by a multiple-use recreation building and its attendant outdoor recreation facilities, excluding a golf course.
 - iv. *Pedestrian open space system.* The total area contained in a continuous open space pedestrian system, consisting of permanently maintained walks and trails leading to a natural amenity, recreation facility or commercial use may be included as recreational open space. This system is intended to provide intradevelopment linkage of all elements of the improved recreational open space through a network that is divorced from roads and streets. The minimum width of all portions of this system is 25 feet with a paved surface of five feet.

Development of all residential sites in the City of Mt. Juliet and within the jurisdiction of the Regional Planning Commission shall include construction of all greenway sections that are included in the current and in any future greenway plans for the city. In any development, all parcels of land which touch or lie within the proposed route of a new greenway shall be constructed by the developer. Construction and related expenses for design, acquisition of right-of-way and construction of the greenways will be the responsibility of the developer. All greenway sections will be constructed per current City of Mt. Juliet, TDOT and FHWA standards and specifications, whichever is greater. Examples of said specifications include, but are not limited to, design, materials, thickness and width of greenway, as well as required signage, meeting ADA requirements, etc.

Construction of said greenway sections will be completed by ten percent of development build out and all greenway sections will be dedicated to the City of Mt. Juliet. The developer, property owner or their designated agent may request a waiver or variance from this ten percent requirement should the strict application of the provisions of this ordinance result in practical difficulties or unnecessary hardship. Said waiver, variance or adjustment will not adversely affect the community objectives of the comprehensive plan. All greenways designated by current and any future greenway plans will be dedicated to the City of Mt. Juliet and shall not count toward required open space and amenities.

- v. *Specialized facilities.* A golf course may be used to satisfy a maximum of 50 percent of the shared general use recreation space requirement, provided that the access meets the standards for shared general use recreational space. Swimming pools, tennis courts and similar facilities principally intended to serve an adult population may be substituted for other recreational facilities within developments marketed to a totally adult population.



MEMORANDUM

Date: November 20, 2025

To: Luke Winchester, Chairman
and Planning Commission

From: Jon Baughman, City Planner
Jill Johnson, Planner I

Re: Zoning Ordinance Amendment
8-207.5.4.a Open Space Requirements in R-PUD Overlay
Districts

Request: This request, initiated by the City, seeks to amend Article VIII, Overlay Districts, of the City's Zoning Ordinance by updating the open space requirement from 20% for RM-8 and RM16 and 7% for all other residential PUD's to 20% for all residential PUD's.

Overview: The City currently has pending legislation to reduce the lot size to 7,500 sf minimum for any single lot for any residential PUD. While updating this regulation, it was determined that the city needed to update minimum open space requirements. As noted in the minimum lot size report, "by reducing the minimum lot size requirement, the city can also lessen its long-term responsibility for infrastructure maintenance. Smaller lots naturally require fewer linear feet of roadways, sidewalks, sewer lines, and related utilities. This translates to reduced costs for repair, resurfacing, and replacement overtime, allowing the city to focus its resources on maintaining higher-priority infrastructure. In addition, smaller lots create more opportunities within a development to incorporate shared amenities such as open space, trails, recreational facilities, or green areas. These amenities are typically maintained by homeowners' associations (HOAs), further reducing the burden on the city while enhancing the overall quality of life within the neighborhood". This should also take into context the importance of the amount of open space provided by these developments, that will have a long lasting impact for the citizens.

The relevant section of the Zoning Ordinance shall be amended as shown below:

8-207.5.4.a Open Space Requirements

8-207.5 Open space requirements.

1. *General[ly]*. Within any residential planned unit development open space shall be provided which is adequate to:
 - a. Buffer both internal and external activities from objectionable or conflicting characteristics associated with such uses;
 - b. Ensure adequate space, light and air along with visual and acoustical privacy;
 - c. Ensure protection of cultural and environmentally sensitive areas;
 - d. Provide space for recreation and enjoyment of the residents.

2. *Use of common open space.* All open space shown on a development plan of any residential planned unit development shall be indicated as to its intended use. In this regard, common open space may consist of the following:
 - a. Cultural and environmental open space.
 - b. Improved recreational open space.
3. *Cultural and environmental open space.* Except for those portions of a residential planned unit development required for the installation of streets and utilities, the following areas shall be designated as environmental open space and no development shall take place thereon:
 - a. Natural slopes of 18 percent or greater;
 - b. Areas classified as floodplain districts in section 8-301 of this ordinance and located as determined from field run surveys;
 - c. Streams, creeks and major drainageways (specifically including all "blue line" streams);
 - d. Areas classified as wetlands;
 - e. Sites of paleontological, prehistoric, historic and/or archeological significance, specifically including all sites of historic or prehistoric human activity such as, but not restricted to, buildings, stone walls, mounds, forts, earthworks, burial grounds, structures, villages, mines, caves and all locations which are or may be sources of paleontological remains;
 - f. All areas which present geological hazards specifically including those within unstable geological and karst formations (including sinkholes); and
 - g. Areas presenting environmentally or ecologically unique resources, including the habitat of any and all threatened or endangered species of plants or animals.
4. *Improved recreational open space.* In addition to the environmental open space required by subpart 3 (above) open space designed to meet the active and passive recreational needs of the resident population of any residential planned unit development shall be provided. These areas shall meet the requirements set forth herein:
 - a. *Plan to reflect anticipated needs of resident population.* A recreation plan shall be developed and presented with the master development plan for the proposed residential planned unit development. This plan shall indicate general demographic characteristics of the anticipated market being targeted by the proposed development. The plan shall indicate the recreation facilities proposed and the age groups these facilities are designed to serve. ~~A minimum of twenty percent of the gross area of every RM-8 and RM-16 PUD and a minimum of seven percent of the gross of all other residential PUD's shall be devoted to improved recreational open space.~~ **A minimum of twenty percent of the gross area of all residential PUD's shall be devoted to improved open space. These facilities may be devoted to either:**
 - (1) Shared limited use facilities designed so as to ensure privacy and control of access by and for the exclusive use of the intended resident clientele; or
 - (2) Shared general use recreation facilities which are available to all residents of the proposed development.
 - b. *Recreational equipment.* All recreational equipment provided within any shared general use recreation space shall be durable commercial grade equipment manufactured by Gametime, Inc., Iron Mountain Forge or equivalent manufacturer.

All equipment shall meet all Consumer Product Safety Commission Safety Guidelines as well as the ASTM F1487-93, Public Use Playground Standard.

- c. *Recreation facilities.* The following land areas and facilities shall, subject to compliance with the stipulated conditions, qualify as shared general use recreation space. Construction details of all improvements shall be shown on all final development plans and will be bonded prior to filing of final subdivision plats.
 - i. *Mini-parks and tot lots.* Mini-parks and tot lots are specialized facilities that serve a concentrated or limited population or specific age group such as very young children or senior citizens within areas that are in immediate walking distance (i.e., one-quarter mile) of their residences. The minimum total area of a mini-park or tot lot is one-half acre with a minimum dimension of 100 feet. The individual pieces of playground equipment shall be specified on the site plan. All recreational equipment provided shall meet or exceed the requirements of subpart b, Recreational equipment, above.
 - ii. *Neighborhood parks.* Neighborhood parks are intended as areas of intense active recreational activities for school age and older children and adults. The minimum area included within a neighborhood park shall be five acres. Such space shall be linked to all dwelling units within the planned unit development by a continuous pedestrian circulation system of sidewalks or trails. The park shall serve the population within a one-half mile radius. The recreation facilities will include areas for field games, crafts and playground apparatus along with areas for skating, picnicking and similar activities.
 - iii. *Recreational buildings.* Recreational open space may be comprised of the area occupied by a multiple-use recreation building and its attendant outdoor recreation facilities, excluding a golf course.
 - iv. *Pedestrian open space system.* The total area contained in a continuous open space pedestrian system, consisting of permanently maintained walks and trails leading to a natural amenity, recreation facility or commercial use may be included as recreational open space. This system is intended to provide intradevelopment linkage of all elements of the improved recreational open space through a network that is divorced from roads and streets. The minimum width of all portions of this system is 25 feet with a paved surface of five feet.

Development of all residential sites in the City of Mt. Juliet and within the jurisdiction of the Regional Planning Commission shall include construction of all greenway sections that are included in the current and in any future greenway plans for the city. In any development, all parcels of land which touch or lie within the proposed route of a new greenway shall be constructed by the developer. Construction and related expenses for design, acquisition of right-of-way and construction of the greenways will be the responsibility of the developer. All greenway sections will be constructed per current City of Mt. Juliet, TDOT and FHWA standards and specifications, whichever is greater. Examples of said specifications include, but are not limited to, design, materials, thickness and width of greenway, as well as required signage, meeting ADA requirements, etc.

Construction of said greenway sections will be completed by ten percent of development build out and all greenway sections will be dedicated to the City of Mt. Juliet. The developer, property owner or their designated

agent may request a waiver or variance from this ten percent requirement should the strict application of the provisions of this ordinance result in practical difficulties or unnecessary hardship. Said waiver, variance or adjustment will not adversely affect the community objectives of the comprehensive plan. All greenways designated by current and any future greenway plans will be dedicated to the City of Mt. Juliet and shall not count toward required open space and amenities.

- v. *Specialized facilities.* A golf course may be used to satisfy a maximum of 50 percent of the shared general use recreation space requirement, provided that the access meets the standards for shared general use recreational space. Swimming pools, tennis courts and similar facilities principally intended to serve an adult population may be substituted for other recreational facilities within developments marketed to a totally adult population.

Summary: Staff is supportive of this request to require twenty percent of all residential PUD's to be dedicated to improved open space. This adjustment promotes more efficient land use, provides greater flexibility in subdivision design, and creates opportunities for enhanced neighborhood amenities.

Recommendation: Staff recommends forwarding the request to amend Article VIII, Overlay Districts, Section 8-207.5.4.a, Open Space Requirements in R-PUD Overlay Districts, of the City's Zoning Ordinance to the Board of Commissioners with a positive recommendation.



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1451

Agenda Date: 11/20/2025

Agenda #: 9.B.

Title:

AN ORDINANCE AMENDING PART B OF THE LAND DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE IX, SECTION 9-106, ACCESS MANAGEMENT

ORDINANCE -2026

AN ORDINANCE AMENDING PART B OF THE LAND DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE IX, SECTION 9-106, ACCESS MANAGEMENT

WHEREAS, the Board of Commissioners of the City of Mt. Juliet desires to amend Article IX, Section 9-106 of the Zoning Regulations, specifically Section 9-106.4 regarding joint use driveways and cross access corridors; and

WHEREAS, the amendments ensure joint use driveways and cross access corridors are properly constructed and recorded, preventing any gaps or obstacles that could hinder vehicular circulation or compromise safety; and

WHEREAS, the Planning Commission considered this request during their meeting of November 20, 2025 and negatively recommended it to the Board of Commissioners with a vote of 6-0-1; and

WHEREAS, Section 9-106.4, Joint and Shared Accessways, of the Zoning Regulations is desired to be amended as follows:

ARTICLE	SECTION	SECTION TITLE	ACTION
Article IX	Section 9-106.4.1	Joint use driveways	No Change
Article IX	Section 9-106.4.2	Cross access corridors	Amended
Article IX	Section 9-106.4.3	Recording access easements	Amended
Article IX	Section 9-106.4.4	Closing interim driveways	No Change
Article IX	Section 9-106.4.5	Construction and maintenance	Added
Article IX	Section 9-106.4.6	Waiver or modification	Added
Article IX	Section 9-106.4.7	Responsibility	Added

;and

WHEREAS, the specific amendments desired to be made to Section 9-106.4 of the Zoning Regulations are exhibited in redline form in the attached.

NOW, THEREFORE, BE IT ORDAINED by the City of Mt. Juliet Board of Commissioners, that Part B, Article IX, Section 9-106.4 of the Land Development Code of the City of Mt. Juliet, known as the Zoning Regulations is amended as follows:

Section 1. Zoning Regulation Article IX Section 9-106.4.2, Cross access corridors, is amended to read in its entirety as follows:

Cross-access corridors. The Planning Commission, in conjunction with the City Engineer shall be authorized to designate cross-access corridors on properties adjacent to arterial and major collector streets. All developments within the affected area shall be designed so as to provide for mutually coordinated access easement(s).

ORDINANCE -2026

Section 2. Zoning Regulation Article IX Section 9-106.4.3, Recording access easements, is amended to read in its entirety as follows:

Recording accessways. Whenever joint access driveways and/or cross access corridors are provided in accordance with the provisions of this section, no development/site plan shall be approved unless such plan grants an easement for cross access for abutting properties. Such designation and/or easement shall be referenced on all plats for any affected property. Easements shall be recorded by the applicant in the Wilson County, Tennessee, Register of Deeds Office, and constitute a covenant running with the land. Cross-access easements shall provide perpetual, non-exclusive access for the purposes of vehicular ingress and egress across the cross-access easement; to include pedestrian if applicable or to match existing connectivity. Whenever joint access driveways and/or cross-access corridors are provided in accordance with the provisions of this section, it is understood that the new development will not be required to get the adjoining property owner to sign any document to provide this access.

Section 3. Zoning Regulation Article IX Section 9-106.4.5, Construction and maintenance, is added to read in its entirety as follows:

Construction and Maintenance. Whenever joint access driveways and/or cross-access corridors are provided in accordance with the provisions of this section, pavement shall be extended to connect to stubs on adjacent properties at the property line(s) or stubbed to the property line(s) where a full connection is not yet possible; when both stubs can be connected it is the financial responsibility of each owner to pay for their property portion of the connection. Property shall not be subdivided to avoid this requirement. Property owner(s) shall maintain and keep the cross access and driveway area within their development in a commercially reasonable condition, state of repair, and free from obstructions or barricades.

Section 4. Zoning Regulation Article IX Section 9-106.4.6, Waiver or modification, is added to read in its entirety as follows:

Waiver or modification. The City may waive or modify joint use driveways or cross access corridors provided in accordance with the provisions of this section on determining that such is impractical or undesirable due to natural features, site design features, or any other features affecting vehicular circulation or safety.

Section 5. Zoning Regulation Article IX Section 9-106.4.7, Responsibility, is added to read in its entirety as follows:

Responsibility. If an adjoining property has already been developed and did not provide stub at property line for future cross access, it is not the responsibility of any new/current property being developed to persuade any adjoining property to connect to them or construct/finance/obtain access agreements for connectivity to the new developing property. It is only the responsibility of new/current property developing to provide access stub to the minimum distance from property line and/or have it noted on recorded plat so

ORDINANCE -2026

future connectivity could be considered/accomplished. If the adjoining property has already been developed with cross access, the new developing property would match the connection(s) to the new developing property line. If the adjoining property is developed or undeveloped, the developer of the new property will not be required to get a signed easement for cross access from the owner of the adjoining property, but will provide the cross-access easement to property line as described above in this section.

BE IT FURTHER ORDAINED

Section 6. In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

Section 7. If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

Section 8. This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING: 10/27/2025

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

ARTICLE IX. PARKING, LOADING AND ACCESS REGULATIONS

Sec. 9-106. Access management.

9-106.4 Joint and shared accessways.

1. *Joint use driveways.* Wherever feasible, the City may require the establishment of a joint use driveway to serve two or more properties. If a proposed development abuts an existing development that contains an existing joint access driveway, the vehicular circulation of the proposed development shall be designed to connect to the abutting access and circulation areas. If a proposed development abuts existing undeveloped property, the vehicular circulation of the proposed development shall contain a joint access driveway which is designed to connect to the abutting property when such property is developed.
2. *Cross- access corridors.* The Planning Commission, in conjunction with the City Engineer shall be authorized to designate cross- access corridors on properties adjacent to arterial and major collector streets. All developments within the affected area shall be designed so as to provide for mutually coordinated ~~parking;~~ access ~~and circulation systems easement(s).~~
3. *Recording accessways easements.* Whenever joint access driveways ~~and/or~~ cross access corridors are provided in accordance with the provisions of this section, no development/site plan shall be approved unless such plan grants an easement for cross access ~~for to and from~~ abutting properties. Such designation ~~and/or easement~~ shall be referenced on all plats ~~of subdivision~~ for any affected property. Easements shall be recorded by the applicant in the Wilson County, Tennessee, Register of Deeds Office, and constitute a covenant running with the land. Cross-access easements shall provide perpetual, non-exclusive access for the purposes of vehicular ingress and egress across the cross-access easement; to include pedestrian if applicable or to match existing connectivity. Whenever joint access driveways and/or cross-access corridors are provided in accordance with the provisions of this section, it is understood that the new development will not be required to get the adjoining property owner to sign any document to provide this access.
4. *Closing of interim driveways.* Whenever a permanent joint use driveway and/or a cross-access corridor is constructed as required by the provisions of this section, all preceding temporary or interim driveways shall be closed and eliminated. The owner(s) of all properties which involve the use of a permanent joint use driveway and/or a cross access corridor shall enter into a written agreement with the City to be recorded in the public records of the County and running with the land, that existing temporary and/or interim driveways shall be closed and eliminated following construction of both sides of a joint access.
5. *Construction and Maintenance.* Whenever joint access driveways and/or cross-access corridors are provided in accordance with the provisions of this section, pavement shall be extended to connect to stubs on adjacent properties at the property line(s) or stubbed to the property line(s) where a full connection is not yet possible; when both stubs can be connected it is the financial responsibility of each owner to pay for their property portion of the connection. Property shall not be subdivided to avoid this requirement. Property owner(s) shall maintain and keep the cross access and driveway area within their development in a commercially reasonable condition, state of repair, and free from obstructions or barricades.
6. *Waiver or modification.* The City may waive or modify joint use driveways or cross access corridors provided in accordance with the provisions of this section on determining that such is impractical or undesirable due to natural features, site design features, or any other features affecting vehicular circulation or safety.
7. *Responsibility.* If an adjoining property has already been developed and did not provide stub at property line for future cross access, it is not the responsibility of any new/current property being developed to persuade any adjoining property to connect to them or construct/finance/obtain access agreements for connectivity to the new developing property. It is only the responsibility of new/current property developing to provide access stub to the minimum distance from

Part B – ZONING REGULATIONS
ARTICLE IX. PARKING, LOADING AND ACCESS REGULATIONS

property line and/or have it noted on recorded plat so future connectivity could be considered/accomplished. If the adjoining property has already been developed with cross access, the new developing property would match the connection(s) to the new developing property line. If the adjoining property is developed or undeveloped, the developer of the new property will not be required to get a signed easement for cross access from the owner of the adjoining property, but will provide the cross-access easement to property line as described above in this section.

The REDLINE is the proposed amendments considered at first reading of the BOC on 10/27/25

The COMMENT BUBBLES indicate recommendations made by the Planning Commission on 11/20/25

PART B – ZONING REGULATIONS

ARTICLE IX. PARKING, LOADING AND ACCESS REGULATIONS

Sec. 9-106. Access management.

9-106.4 Joint and shared accessways.

1. *Joint use driveways.* Wherever feasible, the City may require the establishment of a joint use driveway to serve two or more properties. If a proposed development abuts an existing development that contains an existing joint access driveway, the vehicular circulation of the proposed development shall be designed to connect to the abutting access and circulation areas. If a proposed development abuts existing undeveloped property, the vehicular circulation of the proposed development shall contain a joint access driveway which is designed to connect to the abutting property when such property is developed.
2. *Cross-access corridors.* The Planning Commission, in conjunction with the City Engineer shall be authorized to designate cross-access corridors on properties adjacent to arterial and major collector streets. All developments within the affected area shall be designed so as to provide for mutually coordinated parking, access and circulation systems easement(s).
3. *Recording access ways easements.* Whenever joint access driveways and/or cross access corridors are provided in accordance with the provisions of this section, no development/site plan shall be approved unless such plan grants an easement for cross access for to and from abutting properties. Such designation and/or easement shall be referenced on all plats of subdivision for any affected property. Easements shall be recorded by the applicant in the Wilson County, Tennessee, Register of Deeds Office, and constitute a covenant running with the land. Cross-access easements shall provide perpetual, non-exclusive access for the purposes of vehicular ingress and egress across the cross-access easement; to include pedestrian if applicable or to match existing connectivity. Whenever joint access driveways and/or cross-access corridors are provided in accordance with the provisions of this section, it is understood that the new development will not be required to get the adjoining property owner to sign any document to provide this access.
4. *Closing of interim driveways.* Whenever a permanent joint use driveway and/or a cross-access corridor is constructed as required by the provisions of this section, all preceding temporary or interim driveways shall be closed and eliminated. The owner(s) of all properties which involve the use of a permanent joint use driveway and/or a cross access corridor shall enter into a written agreement with the City to be recorded in the public records of the County and running with the land, that existing temporary and/or interim driveways shall be closed and eliminated following construction of both sides of a joint access.
5. *Construction and Maintenance.* Whenever joint access driveways and/or cross access corridors are provided in accordance with the provisions of this section, pavement shall be extended to connect to stubs on adjacent properties at the property line(s) or stubbed to the property line(s) where a full connection is not yet possible, when both stubs can be connected it is the financial responsibility of each owner to pay for their property portion of the connection. Property shall not be subdivided to avoid this requirement. Property owner(s) shall maintain and keep the cross-access and driveway area within their development in a commercially reasonable condition, state of repair, and free from obstructions or barricades.
6. *Waiver or modification.* The City may waive or modify joint use driveways or cross access corridors provided in accordance with the provisions of this section on determining that such is impractical or undesirable due to natural features, site design features, or any other features affecting vehicular circulation or safety.

Commented [SB1]: REMOVE highlighted verbiage

Commented [SB2]: REMOVE highlighted verbiage

Commented [SB3]: REMOVE "City" and INSERT "Planning Commission"

7. Responsibility. If an adjoining property has already been developed and did not provide stub at property line for future cross access, it is not the responsibility of any new/current property being developed to persuade any adjoining property to connect to them or construct/finance/obtain access agreements for connectivity to the new developing property. It is only the responsibility of new/current property developing to provide access stub to the minimum distance from property line and/or have it noted on recorded plat so future connectivity could be considered/accomplished. If the adjoining property has already been developed with cross access, the new developing property would match the connection(s) to the new developing property line. If the adjoining property is developed or undeveloped, the developer of the new property will not be required to get a signed easement for cross access from the owner of the adjoining property, but will provide the cross-access easement to property line as described above in this section.



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1528

Agenda Date: 2/23/2026

Agenda #: 9.C.

Title:

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE KEELEAN PROPERTY, LOCATED AT 3971 BECKWITH ROAD MAP 078 PARCEL 021.06, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

RESOLUTION - 2026

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE KEELEAN PROPERTY, LOCATED AT 3971 BECKWITH ROAD MAP 078 PARCEL 021.06, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY:

WHEREAS, Tennessee Code Annotated Section 6-51-102 an amended requires the a Plan of Services be adopted by the governing body of a city prior of passage of an annexation ordinance of any territory which may be annexed within any 12 month period; and

WHERAS, the City of Mt. Juliet (herein referred to as "City") contemplates annexation of property known as Keelean Property located at 3971 Beckwith Road, In Wilson County, Tennessee, as described herein;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE THAT THE PROPERTY LOCATED AT 3971 BECKWITH ROAD, IN WILSON COUNTY, TENNESSEE IS ADOPTED.

A. Police:

1. Patrolling, radio responses to calls, and all other calls, and other routine police services, using present personnel and equipment, will be provided beginning on the effective date of annexation.

B. Fire:

1. The City of Mt. Juliet will assume primary responsibility for Fire Protection/Emergency Medical Services with mutual aid assistance from the Wilson County Emergency Management Agency.

C. Water:

1. Water for domestic and commercial is already and will continue to be provided by the West Wilson Utility District.

D. Sanitary Sewers:

1. Sanitary Sewer infrastructure exists at or near the subject property boundary. Any required extension of the public sanitary sewer infrastructure shall be the responsibility of the developer of the subject property.
2. The annexation of existing developed areas that are not presently on sanitary sewer will not have sewer extended to the properties until funding is appropriated for such extensions or another funding mechanism is approved.

E. Refuse Collection:

1. Refuse Collection is available from private companies in the area. The City of Mt. Juliet has no current plans to offer refuse collection or solid waste disposal services in any area of the City.

F. Public Streets:

1. Emergency maintenance of streets designated as public streets, built to City of Mt. Juliet Standards and dedicated to the City of Mt. Juliet by recording of a final plat as public streets (repair of hazardous pot holes, measures necessary for traffic flows, etc.) will become available on the effective date of annexation.
2. Routine maintenance of streets designated, built and dedicated as public streets, on the same basis as in the present City, will become available in the annexed area when funds from the state gasoline tax based on the annexed population are received (usually July 1, following the effective date of annexation.)
3. Reconstruction and resurfacing of streets designated, built and dedicated as public streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements will be accomplished under current policies of the City or as funds are made available.
4. Cleaning of streets designated, built and dedicated as public streets having curbs and gutters will be considered after the effective date of annexation on the same basis as the cleaning of streets within the present City.
5. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed on public streets as the need is established, by appropriate study and traffic standards.

G. Schools:

1. The entire annex area is served by Wilson County Schools. This annexation will have no effect on school districts.

H. Inspection Services:

1. Any inspection service now provided by the City (building, plumbing, electrical, gas, housing and City of Mt. Juliet by Ordinance, etc) will become available in the annexed area on the effective date of annexation.

I. Planning:

1. The Planning Jurisdiction of the City already includes the annexed area. The property herein annexed is recommended to be zoned: C1.

J. Street Lighting

- 1. The City only installs streetlights on main thoroughfares (currently Mt. Juliet Road/SR171 and Lebanon Road/US Highway 70).

K. Recreation

- 1. Residents of the annexed area may begin using all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the City will be followed in expanding the recreational program facilities in the enlarged City.

L. Electrical Service

- 1. Electrical service for domestic and commercial uses is already and will continue to be provided by the Middle Tennessee Electric Membership Cooperative.

NOW THEREFORE BE IT RESOLVED:

In case conflict between this resolution or any part hereof, and the whole or part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further. If any section, clause, provision or portion of the resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of the resolution.

This resolution shall take effect on the earliest date allowed by the law.

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1446

Agenda Date: 2/23/2026

Agenda #: 9.D.

Title:

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 5.21 ACRES OF PROPERTY AT 3971 BECKWITH ROAD MAP 078, PARCEL 021.06, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

ORDINANCE 2026-

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 5.21 ACRES OF PROPERTY AT 3971 BECKWITH ROAD MAP 078, PARCEL 021.06, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to annex 5.21 acres of property at 3971 Beckwith Road (map 078, parcel 021.06); and

WHEREAS, the property described herein is entirely within the Mt. Juliet Urban Growth Boundary; and

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of October 16, 2025, and forwarded a positive recommendation (Vote 6-0-0) for approval to the Board of Commissioners; and

WHEREAS, a Plan of Services for this area was adopted by resolution of Board of Commissioners as required by Tennessee Code Annotated § 6-51-102; and

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on January 12, 2026 and _____ and notice thereof published in the Chronicle of Mt. Juliet on December 17, 2025, and January 28, 2026; and

WHEREAS, it is in the best interests of the residents and property owners of the City of Mt. Juliet, Tennessee to include the property described herein within corporate boundaries of the City of Mt. Juliet.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON _____, 2025 as follows:

Section 1. ANNEXATION. The property described below and as shown and further described on Exhibit B attached hereto, 5.21 acres of property at 3971 Beckwith Road (map 078, parcel 021.06); is hereby annexed into the City of Mt. Juliet. The annexed land will be subject to the provisions and requirements of Ordinance 2001-29 as amended (Mt. Juliet Zoning Ordinance) and all other applicable ordinances, rules and regulations of the City of Mt. Juliet.

Section 2. PLANNING COMMISSION RECOMMENDATION. This matter was considered by the Planning Commission and received a positive recommendation with a vote of (6-0-0) in a regular meeting held on October 16, 2025.

Section 3. PUBLIC HEARING. The annexation was the subject of a public hearing held on January 12, 2026 and _____ at 6:15 p.m.

ORDINANCE 2026-

BE IT FURTHER ORDAINED

Section 4. In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

Section 5. If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

Section 6. This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING: November 10, 2025

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 1120749

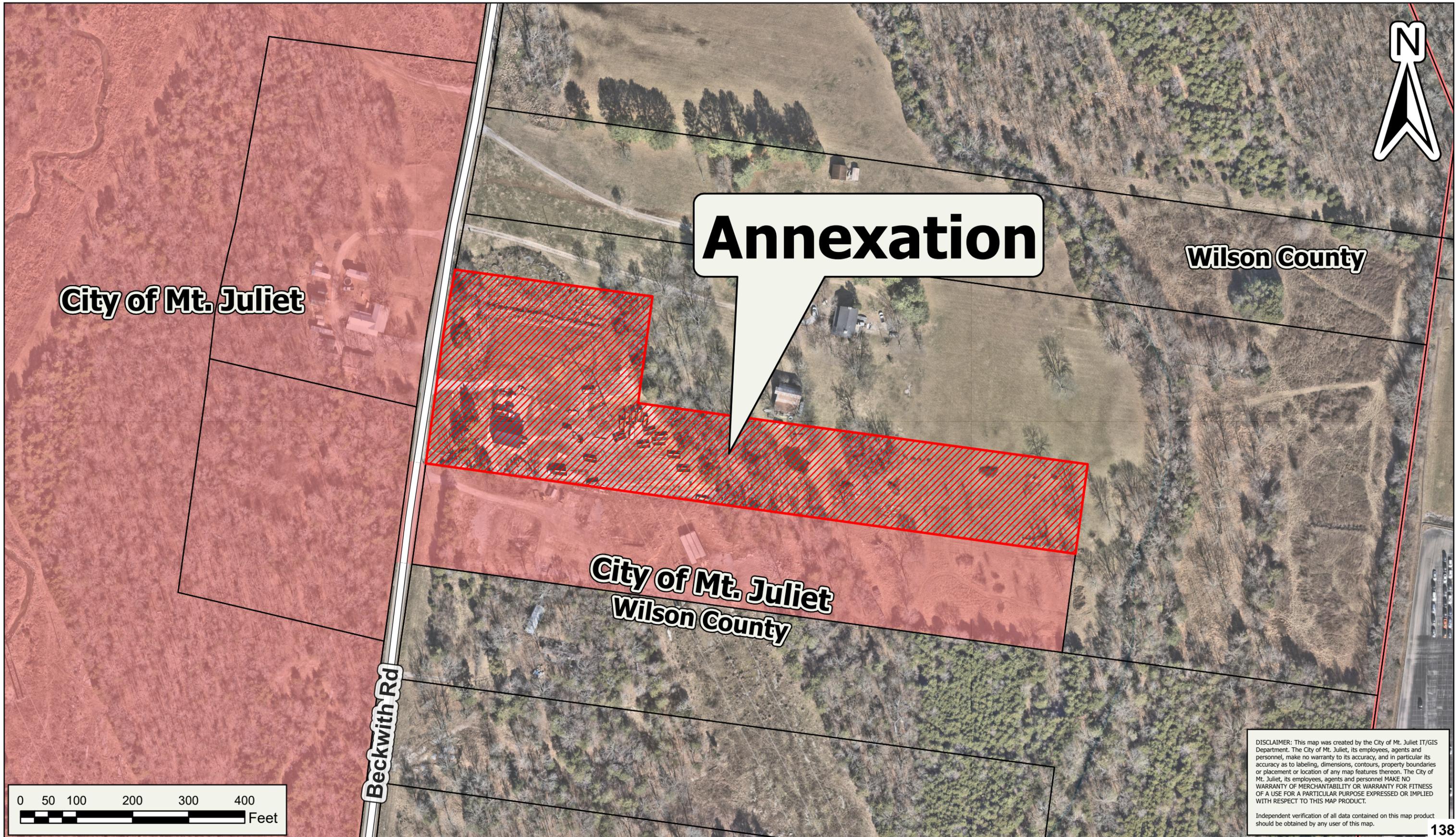
Land in the 24th Civil District of Wilson County, Tennessee, and being Tract No. 5, containing 5.21 acres, more or less, as shown on the survey of the "Monty Mires-Charles R. Custer," located on Beckwith Road, as shown on the survey of Hollis B. Petty, Surveyor No. 56, dated June 26, 1979 of record in Plat Book 16, Page 441, Register's Office for Wilson County, Tennessee, to which plat reference is hereby made for a more complete description of said lot.

Being the same property conveyed to Chad Keelean and Samantha Keelean, husband and wife by Warranty Deed dated February 26, 2021 from Michael A. Tacheny, a married man, of record in Record Book **2053**, Page **240**, Register's Office for Wilson County, Tennessee.



Exhibit B- Annexation

3971 Beckwith Rd
Map 078, Parcel 021.06





MEMORANDUM

Date: October 16, 2025

To: Luke Winchester, Chairman
and Planning Commission

From: Jon Baughman, City Planner
Jill Johnson, Planner I

Re: 3971 Beckwith Rd.
Annexation, and Rezone
Map - 078
Parcel(s) – 021.06

Request: Submitted by Tonya Denny, on behalf of the owner Chad Keelan, this request is for an annexation and rezone of the property shown as map 078, parcel 021.06 and located at 3971 Beckwith Rd. Should the annexation be approved, this will be located in district 3.

Description: The subject property is approximately 5.21 acres, on one parcel on the east side of Beckwith Road, just north of Golden Bear Gateway. The property is located within the City’s urban growth boundary and is adjacent to the Golden Bear Place PUD, to the immediate west. The property has approximately 350’ of road frontage. The property is encumbered at the west half of the property with overhead high tension power lines. Should this property be annexed, it will become part of District 3. The property is currently in Wilson County’s jurisdiction and is zoned R-1. The requested zoning is CI, commercial interchange. The future land use shows this property as interstate commercial. The use proposed for the property is not specified.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
3971 Beckwith Rd.	Interstate Commercial	Interstate Commercial – No Land Use Amendment required	Wilson Co. R-1	CI, Commercial Interchange

Future Land Use Plan: The City’s future land use map identifies the property as interstate commercial. Adjacent future land use classifications are also shown as interstate commercial. The applicant does not wish to nor need to change the future land use designation.

Zoning: Current zoning is Wilson County R-1. The applicant is seeking CI, commercial interchange zoning, which is consistent with the surrounding zoning and the City’s future land use plan.

Annexation: The property is located withing the City’s urban growth boundary. A plan of services is included.

Plan of Services: A plan of services is included.

Findings: In reviewing the requested zoning actions, staff finds that the request agrees with all of the following findings, as contained in the zoning ordinance. The proposed annexation and rezone:

1. *is not agreement with the general plan for the area, and*
2. *does not contravene the legal purposes for which zoning exists, and*
3. *will have no adverse effect upon joining property owners, unless such effect can be justified by the overwhelming public good or welfare, and*
4. *is not materially beneficial to a property owner or small group of property owners and will not be detrimental to the general public, and*
5. *is possible because conditions affecting the area have changed to a sufficient extent to warrant an amendment to the zoning map, and*
6. *allows uses by right, for which the base infrastructure is in place or will be required, to support their operation.*

Summary: The applicant has requested an annexation and rezone of the property at 3971 Beckwith Road. There has been no proposal provided, however, due to the location and proximity of this parcel to the current ongoing development of Golden Bear Place, and other forthcoming commercial developments in this area, the applicant has requested to annex his parcel into the City and rezone it to CI, commercial interchange. This zoning will match the surrounding parcels and is supported by the City's future land use plan.

Recommendation: Staff recommends that the Planning Commission make a positive recommendation to the Board of Commissioners for the annexation, plan of services and rezone for 3971 Beckwith Road, subject to the following conditions.

Planning and Zoning:

1. Should the property be rezoned, the property is subject to the permitted uses and all regulations associated with CI zoning.



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1529

Agenda Date: 2/23/2026

Agenda #: 9.E.

Title:

A RESOLUTION IN MEMORANDUM OF ORDINANCE ____ RELATIVE TO THE ANNEXATION OF
3971 BECKWITH ROAD MAP 078 PARCEL 021.06

RESOLUTION -2026

A RESOLUTION IN MEMORANDUM OF ORDINANCE ____ RELATIVE TO THE ANNEXATION OF 3971 BECKWITH ROAD MAP 078 PARCEL 021.06

WHEREAS, on _____, pursuant to Ordinance _____, the City of Mt. Juliet Board of Commissioners annexed the subject property into the corporate boundaries of the City of Mt. Juliet; and

WHEREAS, T.C.A. § 6-51-104 requires a resolution for the annexation proposed by a property owner; and

WHEREAS, this Resolution shall mirror the intent and effect of Ordinance ____ relative to the annexation of the subject property.

NOW, THEREFORE, BE IT RESOLVED by the City of Mt. Juliet, Wilson County, Tennessee as follows:

Section 1. The City of Mt. Juliet Board of Commissioners hereby resolves to pass Ordinance____ relative to the annexation of 3971 Beckwith Road Map 078 Parcel 021.06.

Section 2. In the event of conflict between this resolution or any part hereof, and the whole or part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

Section 3. If any section, clause, provision, or portion of the resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of the resolution.

This resolution shall take effect immediately upon its adoption, the public welfare requiring it.

PASSED:

James Maness, Mayor

Kenneth D. Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1447

Agenda Date: 2/23/2026

Agenda #: 9.F.

Title:

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 3971 BECKWITH ROAD, APPROXIMATELY 5.21 ACRES, MAP 078, PARCEL 021.06 FROM WILSON COUNTY R-1 TO CI, INTERCHANGE COMMERCIAL

ORDINANCE 2026-

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 3971 BECKWITH ROAD, APROXIMATELY 5.21 ACRES, MAP 078, PARCEL 021.06 FROM WILSON COUNTY R-1 TO CI, INTERCHANGE COMMERCIAL

WHEREAS, the subject rezoning request is consistent with the findings required in the zoning ordinance, and

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting on October 16, 2025, and forwarded a positive recommendation (6-0-0) for approval to the Board of Commissioners; and

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on January 12, 2026 and _____ and notice thereof published in the Chronicle of Mt. Juliet on December 17, 2025 and January 28, 2026; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone 5.21 acres of property located at 3971 Beckwith Road, map 078, parcel 021.06, from Wilson County R-1 to CI, Interchange Commercial.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON _____, 2025 as follows:

Section 1. REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, is hereby amended and altered by rezoning 5.21 acres of property located at 3971 Beckwith Road, map 078, parcel 021.06, from Wilson County R-1 to CI, Interchange Commercial, as shown in Exhibit B, and subject to the conditions below:

Planning and Zoning:

1. Should the property be rezoned, the property is subject to the permitted uses and all regulations associated with CI zoning.

LEGAL DESCRIPTION – See Exhibit A (attached)

Section 2. PUBLIC HEARING. The zoning changes were the subject of a public hearing held on January 12, 2026, and _____ at 6:15 p.m.

BE IT FURTHER ORDAINED

Section 3. In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

ORDINANCE 2026-

Section 4. If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

Section 5. This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING: November 10, 2025

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 1120749

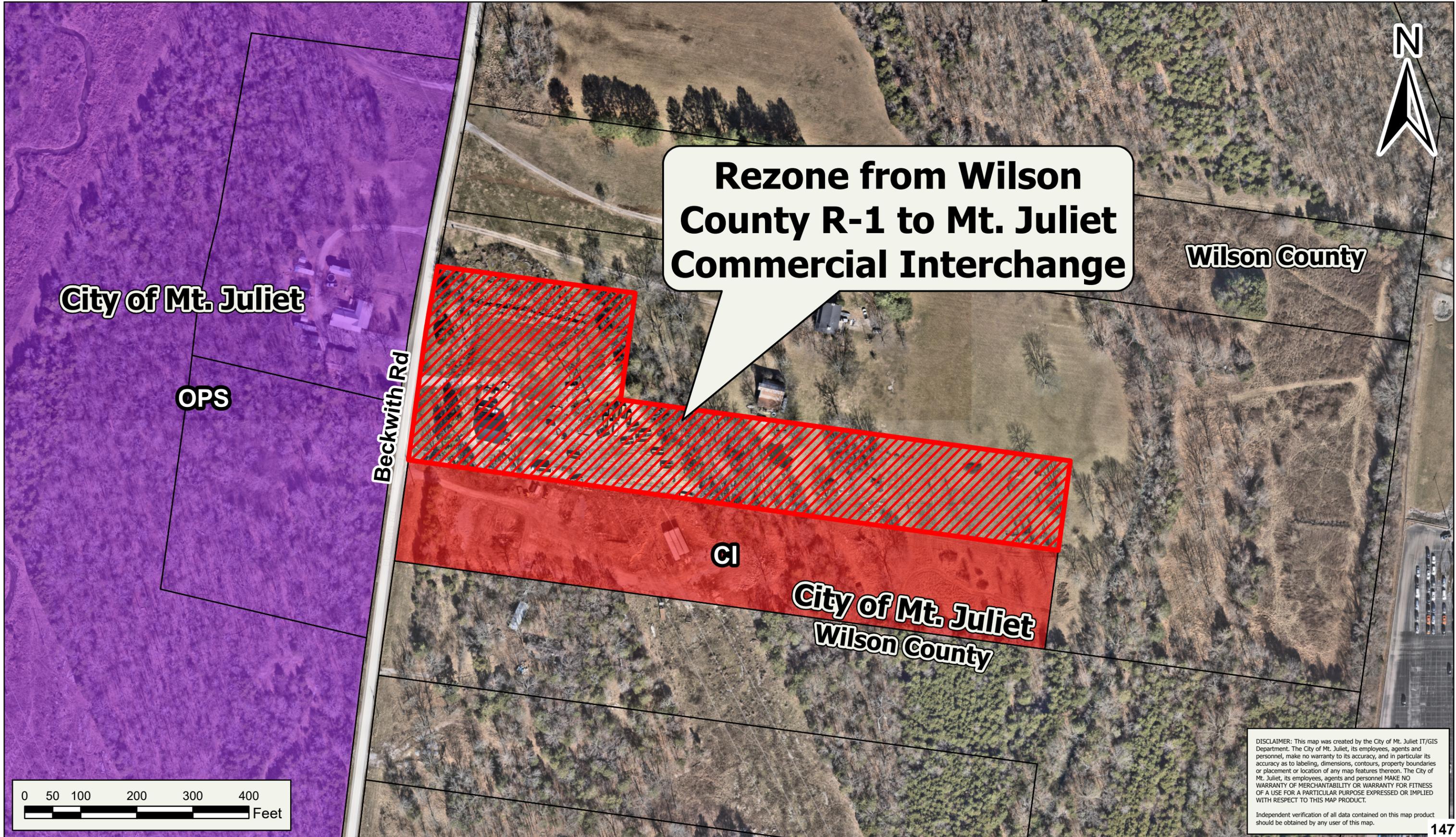
Land in the 24th Civil District of Wilson County, Tennessee, and being Tract No. 5, containing 5.21 acres, more or less, as shown on the survey of the "Monty Mires-Charles R. Custer," located on Beckwith Road, as shown on the survey of Hollis B. Petty, Surveyor No. 56, dated June 26, 1979 of record in Plat Book 16, Page 441, Register's Office for Wilson County, Tennessee, to which plat reference is hereby made for a more complete description of said lot.

Being the same property conveyed to Chad Keelean and Samantha Keelean, husband and wife by Warranty Deed dated February 26, 2021 from Michael A. Tacheny, a married man, of record in Record Book **2053**, Page **240**, Register's Office for Wilson County, Tennessee.



Exhibit B- Rezone

3971 Beckwith Rd
Map 078, Parcel 021.06





MEMORANDUM

Date: October 16, 2025

To: Luke Winchester, Chairman
and Planning Commission

From: Jon Baughman, City Planner
Jill Johnson, Planner I

Re: 3971 Beckwith Rd.
Annexation, and Rezone
Map - 078
Parcel(s) – 021.06

Request: Submitted by Tonya Denny, on behalf of the owner Chad Keelan, this request is for an annexation and rezone of the property shown as map 078, parcel 021.06 and located at 3971 Beckwith Rd. Should the annexation be approved, this will be located in district 3.

Description: The subject property is approximately 5.21 acres, on one parcel on the east side of Beckwith Road, just north of Golden Bear Gateway. The property is located within the City’s urban growth boundary and is adjacent to the Golden Bear Place PUD, to the immediate west. The property has approximately 350’ of road frontage. The property is encumbered at the west half of the property with overhead high tension power lines. Should this property be annexed, it will become part of District 3. The property is currently in Wilson County’s jurisdiction and is zoned R-1. The requested zoning is CI, commercial interchange. The future land use shows this property as interstate commercial. The use proposed for the property is not specified.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
3971 Beckwith Rd.	Interstate Commercial	Interstate Commercial – No Land Use Amendment required	Wilson Co. R-1	CI, Commercial Interchange

Future Land Use Plan: The City’s future land use map identifies the property as interstate commercial. Adjacent future land use classifications are also shown as interstate commercial. The applicant does not wish to nor need to change the future land use designation.

Zoning: Current zoning is Wilson County R-1. The applicant is seeking CI, commercial interchange zoning, which is consistent with the surrounding zoning and the City’s future land use plan.

Annexation: The property is located withing the City’s urban growth boundary. A plan of services is included.

Plan of Services: A plan of services is included.

Findings: In reviewing the requested zoning actions, staff finds that the request agrees with all of the following findings, as contained in the zoning ordinance. The proposed annexation and rezone:

1. *is not agreement with the general plan for the area, and*
2. *does not contravene the legal purposes for which zoning exists, and*
3. *will have no adverse effect upon joining property owners, unless such effect can be justified by the overwhelming public good or welfare, and*
4. *is not materially beneficial to a property owner or small group of property owners and will not be detrimental to the general public, and*
5. *is possible because conditions affecting the area have changed to a sufficient extent to warrant an amendment to the zoning map, and*
6. *allows uses by right, for which the base infrastructure is in place or will be required, to support their operation.*

Summary: The applicant has requested an annexation and rezone of the property at 3971 Beckwith Road. There has been no proposal provided, however, due to the location and proximity of this parcel to the current ongoing development of Golden Bear Place, and other forthcoming commercial developments in this area, the applicant has requested to annex his parcel into the City and rezone it to CI, commercial interchange. This zoning will match the surrounding parcels and is supported by the City's future land use plan.

Recommendation: Staff recommends that the Planning Commission make a positive recommendation to the Board of Commissioners for the annexation, plan of services and rezone for 3971 Beckwith Road, subject to the following conditions.

Planning and Zoning:

1. Should the property be rezoned, the property is subject to the permitted uses and all regulations associated with CI zoning.



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1611
10.A.

Agenda Date: 2/23/2026

Agenda #:

Title:

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO ACCEPT GRANT FUNDS FROM THE STATE OF TENNESSEE DEPARTMENT OF HEALTH AND APPROPRIATE THE FUNDS FOR THE MT JULIET FIRE DEPARTMENT

ORDINANCE 2026 –

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO ACCEPT GRANT FUNDS FROM THE STATE OF TENNESSEE DEPARTMENT OF HEALTH AND APPROPRIATE THE FUNDS FOR THE MT JULIET FIRE DEPARTMENT

WHEREAS, the City of Mt. Juliet’s Fire Department has been awarded grant funds from the Tennessee Department of Health; and

WHEREAS, the funds awarded total \$30,303.03; and

WHEREAS, the EMS division will use the funds to upgrade existing resuscitation equipment; and

WHEREAS, the EMS division requests that funds for communication equipment be reappropriated to the machinery and equipment line to assist in the upgrade; and;

WHEREAS, no new funds need to be appropriated at this time; and

WHEREAS, the division requests the Board of Commissioners approve the reappropriation and accept and appropriate the grant funds.

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. The 2025/2026 Budget Ordinance (Ordinance 2025-35) is hereby amended as follows:

	<u>Increase the following revenues</u>	
110 - 33468	TN Dept of Health Grant Funds	\$30,303.03
	<u>Increase the following expenditures</u>	
110-42250-940	Machinery and Equipment	\$110,303.03
	<u>Decrease the following expenditures</u>	
110-42250-945	Communication Equipment	\$80,000.00

Section 2. The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

ORDINANCE 2026 –

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



ENDOWMENT GRANT CONTRACT

Begin Date July 1, 2025	End Date June 30, 2026	Agency Tracking # 34307-43826	Edison ID		
Public Chapter 530	Bill # 1409	Section 61	Item 19		
Grantee Legal Entity Name City of Mount Juliet (Fire Department)			Edison Vendor ID 2553		
Service Caption (one line only) Provide funding for essential purchases to licensed ambulance services in Tennessee per HB1409. (DGA 88889)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	\$30,303.03				\$30,303.03
TOTAL:	\$30,303.03				\$30,303.03
Ownership/Control					
<input type="checkbox"/> African American		<input type="checkbox"/> Asian		<input type="checkbox"/> Hispanic	
<input type="checkbox"/> Person w/Disability		<input type="checkbox"/> Small Business		<input type="checkbox"/> Government	
<input checked="" type="checkbox"/> Other: For Profit Corporation				<input type="checkbox"/> Native American	
				<input type="checkbox"/> Female	
				<input type="checkbox"/> NOT Minority/Disadvantaged	
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive selection		Request for Application (RFA) #34307-32726 was completed.			
<input type="checkbox"/> Non-competitive selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <i style="font-size: 1.2em;">Eric Bucholz</i>				<i>CPO USE - EG</i>	
Speed Chart (optional) HL00019216		Account Code (optional) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
CITY OF MOUNT JULIET
(FIRE DEPARTMENT) License # 10329**

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Mount Juliet (Fire Department), hereinafter referred to as the "Grantee," is for the provision of to provide funding for essential purchases to licensed ambulance services in Tennessee per HB1409, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

The Grantee is a For-Profit Corporation
Grantee Place of Incorporation or Organization: Tennessee
Grantee Edison Vendor ID # 2553

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
- a. "Ambulance service" means the principal use of any privately or publicly owned ambulance for the transportation of injured or infirm persons.
- A.3. Service Goals. Pursuant to an amendment to the budget for TN Legislative House Bill 1409 for fiscal year 2025-2026 a competitive grant program was approved to support licensed ambulance services within the state to provide funding for essential purchases.
- A.4. Service Recipients. The ultimate service recipients of this Grant Contract are the general population of this State as needed in an emergency.
- A.5. Service Description. The Grantee shall:
- a. Hold a current ambulance service license in the State of Tennessee;
- b. A current Edison Vendor ID number; and
- c. Submitted an application (Attachment 1) that was awarded with this grant contract.
- A.6. Inspection and Acceptance. Acceptance of the work outlined above will be made by State or its authorized representative. State makes the final determination in terms of acceptance of the equipment being purchased under this Grant Contract.
- A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;

- c. the Grantee's proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications.
- A.8. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.
- A.9. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty Thousand Three Hundred Three Dollars and Three Cents (\$30,303.03) ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the Grant Contract period and shall not be carried forward. The Grantee shall submit an Expenditures and Accounting report within thirty (30) days following the end of the Grant Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.
- C.5. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.6. Prerequisite Documentation. The Grantee shall not receive the funds under the endowment grant until the State has received the following:
- a. A Grantee completed and signed State provided "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. A Grantee completed and signed State provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brandon Ward, Director
 Department of Health
 Office of Emergency Medical Services
 665 Mainstream Drive, First Floor
 Nashville, TN 37243
 Email: brandon.ward@tn.gov
 Telephone: (615) 741-4521
 Fax: (615) 741-4217

The Grantee:

Eric Newman, EMS Chief
 City of Mount Juliet (Fire Department)
 PO Box 256
 Mount Juliet, TN 37122
 Email: enewman@mtjuliet-tn.gov
 Telephone # 615-626-8802

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a

breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee."

All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes

and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an Attachment 2 to the Grant Contract.

- D.19. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.20. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.21. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.22. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D. 23. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.24. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in

actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.25. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.26. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.27. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.28. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.29. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the

confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

IN WITNESS WHEREOF,

City of Mount Juliet (Fire Department) License # 10329

GRANTEE SIGNATURE

DATE

Eric Newman, EMS Chief

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

DR. JOHN R. DUNN, INTERIM COMMISSIONER

DATE

RFA #34307-32726 Essential Purchases for Ambulance Services in TN

Response ID:268 Data

1. Applicant Information

1. Contact Information

First Name

Eric

Last Name

Newman

Title

EMS Chief

Ambulance Service Name

Fire Department City of Mt. Juliet

Street Address

115 Clemmons Road

Apt/Suite/Office**City**

Mt. Juliet

State

TN

Zip

37122

Country**Email Address**

enewman@mtjuliet-tn.gov

Phone Number

615-773-9839

Fax Number**Mobile Phone**

615-626-8802

URL

2. Application

2. Are you a Licensed Ambulance Service in Tennessee? If No, you are not eligible for this funding.

YES

3. If Yes, what is the license number?

10329

4. Do you have an Edison Vendor ID #?

YES

5. If Yes, what is the Edison Vendor ID #:

2553

If No, to register with the State of Tennessee, please [click here](#), and then click "Supplier Portal Home Page" button. Please note that a contract cannot be processed until there is a valid Edison Vendor ID #.

6. Please complete and submit the Competitive Requirements. If you are not a 501(c)3, please put NA for the Board of Directors.

[Completed_Competitive_Requirements.pdf](#)

7. Do you take any exceptions to State contract language?

No

If yes, please upload a document with those details.

8. THIS FUNDING IS FOR ANY ESSENTIAL PURCHASES DATED JULY 1, 2025 THROUGH JUNE 30, 2026.

Please sign in the box.



Signature of: Eric Newman, EMS Chief

3. Thank You!

New Send Email

Oct 14, 2025 16:24:15 Success: Email Sent to: Competitive.Health@tn.gov

New Send Email

Oct 14, 2025 16:24:15 Success: Email Sent to: enewman@mtjuliet-tn.gov



CR 03/15/2022

COMPETITIVE REQUIREMENTS

1. Registered as a tax-exempt organization with the IRS. The status will be verified using the following link: <https://www.irs.gov/charities-non-profits/tax-exempt-organization-search>

Are you registered? Yes No

2. Please provide Federal Employer Identification Number (EIN). This number will be verified using the search function in the above link.

EIN Number: 62-0909621

3. Every charitable organization, excluding religious or educational institutions, that solicits monetary contributions (including grants) is required to register with the Tennessee Secretary of State's office. This will be verified using the following link:

<https://tnsos.org/charitable/CharitableOrgReports.php>

Are you registered? Yes No

If "No", are you claiming an exemption under T.C.A. § 48-101-502? If so, please provide evidence that you have filed your exemption with the Secretary of State.

4. Please submit the names of current board members, executive director, as well as the number of vacancies on the board (minimum of 5 board seats). How long have the vacancies existed?

Executive Director: James Maness, Mayor Vacant: Yes How Long _____

Board Member: Bill Trivett, Vice Mayor Vacant: Yes How Long _____

Board Member: Art Giles Vacant: Yes How Long _____

Board Member: Scott Hefner Vacant: Yes How Long _____

Board Member: Jennifer Milele Vacant: Yes How Long _____

Board Member: _____ Vacant: Yes How Long _____

Board Member: _____ Vacant: Yes How Long _____

5. Are any board members related by blood or marriage? Yes No

6. Are any members of the agency/organization State employees? Yes No

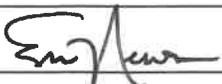
If yes, please list the names and the department they are employed with:

Name: _____ Department: _____



CR 03/15/2022

Name: Eric Newman, EMS Chief Department: Mt. Juliet FD

SIGNATURE:  EMS CHIEF

Annual (Final) Report*

1. **Grantee Name:**
2. **Grant Contract Edison Number:**
3. **Grant Term:**
4. **Grant Amount:**
5. **Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress, any activities that were not completed)*

Submit one copy to:

Brandon Ward, Director, Office of Emergency Medical Services, TN Department of Health;

Dr. John R. Dunn, Interim Commissioner, TN Department of Health; and

Policy2013_007.AMO.Health@tn.gov – TN Department of Finance and Administration



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1613
10.B.

Agenda Date: 2/23/2026

Agenda #:

Title:

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO APPROPRIATE FUNDS FOR A COST-OF-LIVING ADJUSTMENT FOR CITY EMPLOYEES

ORDINANCE 2026 –

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO APPROPRIATE FUNDS FOR A COST-OF-LIVING ADJUSTMENT FOR CITY EMPLOYEES

WHEREAS, the City of Mt. Juliet did not fund a Cost of Living Adjustment ("COLA") for city employees in the FY25/26 budget; and

WHEREAS, the City's mid-year review indicates a favorable budget variance with higher than anticipated revenues; and

WHEREAS, efficient cost management is lending to lower expenditures than budgeted; and

WHEREAS, the City desires to provide a 2% COLA effective December 29, 2025; and

WHEREAS, the City wishes to not only recognize the employees for their continued outstanding service to the citizens of Mt. Juliet but also assist with rising costs of goods and services.

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. The 2025/2026 Budget Ordinance (Ordinance 2025-35) is hereby amended as follows:

Apply a 2% COLA to all employee pay scales. Increase General Fund salaries and all related accounts across the appropriate departments by a total of \$243,750. No budget adjustment is necessary for the COLA in the Wastewater and Stormwater Funds.

Section 2. The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

ORDINANCE 2026 –

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Executive Summary/Fiscal Note

ORDINANCE 2026-_____

AN ORDINANCE AMENDING the FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO APPROPRIATE FUNDS FOR A COST-OF-LIVING ADJUSTMENT FOR CITY EMPLOYEES

- 1) WHO: Mt. Juliet City Employees
- 2) WHAT: Increase Salaries by a 2% COLA retroactive to the first pay period in January 2026 which begins on December 28, 2025
- 3) WHEN: 2025/2026 Budget Mid-year

WHY: The City did not include a COLA in the FY26 budget due to budgetary constraints. Per the request of the BOC, a review of the revenues and expenses mid-year was performed to determine if a COLA could be funded. Upon the mid-year review, the city was in a favorable budgetary position with higher than anticipated revenues and efficient cost management leading to lower expenditures than planned.

Personnel costs savings were recognized as a result of delayed hiring and turnover in budgeted positions. These conditions allow for the implementation of a 2% COLA effective the first pay period in January beginning December 29, 2025.

The estimated cost of the COLA would be \$243,750 for General Fund employees, \$17,040 for Wastewater employees and \$10,650 for Stormwater employees. These totals include both salary increases as well as payroll taxes and retirement costs. At this time there are sufficient budgeted personnel funds in the Wastewater and Stormwater funds to negate additional funds being budgeted.

Finance requests the BOC appropriate an additional \$243,750 for the General Fund personnel costs. The full amount is requested to prevent a shortage due to potential higher than budgeted pay rates for approved positions which in turn increases taxes, retirement etc. Finance anticipates unspent personnel funds at the end of the year; however, it would be more prudent to have funds remaining rather than bringing another budget amendment due to a shortage of funds.

Increasing the pay scale by the COLA will increase payroll costs going forward as employees move through the pay scale. Based on a preliminary review of the 2% COLA and anticipated employee movement next year, the anticipated increase is roughly \$1.5 million overall.

To retroactively move the COLA to July 1 would cost an estimated \$304,000 in additional payroll expense.



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1582
10.C.

Agenda Date: 2/23/2026

Agenda #:

Title:

A RESOLUTION APPROVING ATTACHMENT TO THE MASTER AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND CDM SMITH, INC. FOR TASK ORDER NO. 4 AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

RESOLUTION -2026

A RESOLUTION APPROVING ATTACHMENT TO THE MASTER AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND CDM SMITH, INC. FOR TASK ORDER NO. 4 AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

WHEREAS, the City of Mt. Juliet seeks to protect the health, safety, and welfare of the citizens of Mt. Juliet by providing adequate and efficient stormwater infrastructure; and

WHEREAS, the City of Mt. Juliet desires to design stormwater projects to remedy identified drainage deficiencies along Sunnymeade Dr and SE Springdale Dr along with additional design services for the previously approved Clearview/Weston and Belinda City culvert replacement projects; and

WHEREAS, the City of Mt. Juliet desires to utilize the services of CDM Smith, Inc. for professional consulting services related to the development, design, and construction of the Projects, and

WHEREAS, CDM Smith has provided the City with an attachment to the master agreement for the purpose of establishing scopes of work and associated costs for consulting services on the Projects; and

WHEREAS, the City of Mt. Juliet desires to approve the attachment to the master agreement with CDM Smith,

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Mt. Juliet, Wilson County, Tennessee as follows:

Section 1. The Board of Commissioners approves the attachments to the master agreement with CDM Smith, Inc.

Section 2. Mayor James Maness is hereby authorized to execute the said attachments to the master agreement with CDM Smith, Inc.

BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this resolution.

This resolution shall take effect on the earliest date allowed by law.

RESOLUTION -2026

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

RESOLUTION __-2026

RESOLUTION APPROVING ATTACHMENT TO THE MASTER AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND CDM SMITH, INC. FOR TASK ORDER NO. 4 AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

Executive Summary

- The project: To finalize the design of City stormwater projects for Sunnymeade and SE Springdale with bidding and construction administration. There are also additional design components for the previously approved Clearview/Weston and Belinda City culvert replacements
- Contracts: The City has a master agreement in place with CDM Smith. This agreement is to add to that agreement with services related to the survey, design, construction, and administration of the project.
- Funding: This work is paid for with budgeted stormwater department funds. The not-to-exceed amount of the attachment to the master agreement do not exceed the current funding.
- Official act: This resolution is to provide formal support of the attachment to the master agreement and to authorize the Mayor to sign the attachment.

**TASK ORDER NO. 4 TO
MASTER SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This is Task Order No. 4, dated January 16, 2026 attached to and made part of the Master Services Agreement for 2025 Drainage Projects dated, 10/28/2024 between the City of Mt. Juliet (City) and CDM Smith Inc (Engineer). Through this Task Order, the Engineer will continue support for stormwater drainage improvements for the City, as specified in the Scope of Services.

Background

In May 2025, the Engineer began design of the Phase I neighborhood drainage improvement project sites within the City, under Task Order #1, which developed designs for the Belinda, Clearview-Barrett, and Weston site locations. Task Order #2 was developed in June 2025 to accommodate additional survey, easements and construction management services for the Phase I projects. This fourth task order will cover the design, permitting, easement exhibit development, Level A subsurface utility engineering (SUE) survey and construction-related assistance for both the Springdale and Sunnymead site locations. Additionally, this task order includes scope and fees for remaining easements and geotechnical services for Clearview and Belinda. Three milestones for design deliverables (10/60/100-percent) are described in the following sections and will include plan and profile storm sewer design drawings, an identification of potential utility conflicts and construction challenges, and an opinion of probable construction cost (OPCC) for both the Springdale and Sunnymead projects.

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as: Springdale and Sunnymead Stormwater Drainage Improvements (the "Project").

1. Scope of Services

ENGINEER shall provide for OWNER the following specific Services:

Two individual drainage projects have been identified by the City for this phase of neighborhood drainage improvements. The first project includes drainage infrastructure in the area of Springdale Drive and the second project includes drainage infrastructure in the area of Sunnymead Drive, approximately 600 feet downstream from the Springdale project. The two drainage projects are combined in this task order, as survey, design, and project management will occur concurrently for both areas.

The Springdale project includes modifications to the existing drainage system that conveys stormwater between Gardendale Court and Stoners Creek Tributary 5, which is located on the south side of Springdale Drive. The existing drainage system will be realigned to convey runoff directly to the drainage

ditch that runs along the common property line between 121 and 123 Springdale Drive. Improvements will include a new closed conveyance drainage system in the Springdale Drive right-of-way as well as re-grading of the existing open channels on both the upstream and downstream sides of the new closed conveyance system.

The Sunnymead project includes replacement of an existing box culvert at the location where Stoners Creek Tributary 5 crosses Sunnymead Drive downstream from the Springdale project site. The existing box culvert is undersized and creates a flow restriction during significant rain events. The existing box culvert will be removed and replaced with a drainage conveyance structure capable of conveying the 100-year storm event without overtopping the road, unless the 100-year storm is determined to be infeasible. It is anticipated that the new drainage conveyance structure will need to incorporate a natural stream bed bottom to comply with current TDEC permitting requirements.

Tasks 1-2 provide additional support services for the Clearview-Barrett, Belinda, and Weston site locations. The remaining tasks (Tasks 3-11) relate to the Sunnymead and Springdale project locations.

Clearview and Belinda- Additional Support (Tasks 1-2)

Task 1- Easement Exhibits- Clearview and Belinda

- The Engineer will develop easement exhibits and descriptions for two (2) easement exhibits for parcels covering the Belinda and Clearview sites (Task Orders 1 and 2). The City will be responsible for developing, negotiating, and obtaining easement agreements.

Task 2- Geotechnical Evaluation- Clearview and Belinda

Due to the unforeseen presence of subsurface rock at the Phase I Belinda and Clearview locations, the Engineer will perform additional geotechnical services to investigate and address the issues that may arise during construction in these areas.

- Geotechnical Borings: Engineer will perform up to four (4) geotechnical borings for investigation of subsurface rock. A data report for these locations will be prepared. The scope includes the following:
 - Soil borings will be performed at the locations designated by the Engineer, or offset as needed for utilities, to a depth ranging from 7 to 13 feet, using hollow-stem augers and rock coring as required. SPT samples will be collected at specified intervals and soil/rock will be logged per USCS and RQD standards.
 - Groundwater depth will be measured, soils will be classified in the field, rock cores will be logged and borings will be backfilled with auger cuttings (sand/bentonite as needed). A boring log will be prepared with location plan, and a summary report for each site group. A data report will be provided and will include procedures, conditions, logs, and plans; laboratory testing is not included. Site access will be coordinated by the City and additional limitations and assumptions are listed later in the scope.

- Geotechnical Investigation: To provide clarity for the constructability of designs, the Engineer will perform geotechnical evaluation, develop earthwork specifications, and provide quality reviews for the Clearview and Belinda design.

Springdale and Sunnymeade Drainage Project Support (Tasks 3-11)

Task 3—Data Gathering, Analysis, and H&H (Hydrologic and Hydraulic) Model Updates

- The data required to compile the design drawings will be collected as needed. Publicly available datasets such as LiDAR, wetland extents, and aerials will be analyzed as needed. Datasets such as parcels, drainage lines, and utility/transportation data will be provided by the City.
- It is assumed that the Existing Conditions and Topographic Survey that was produced under Task Order #1 is sufficient for this work. If additional survey is found to be necessary, this will necessitate additional amendment scope and fees.
- Hydrologic and hydraulic modeling completed during the prior master planning effort will be updated with the field survey data to validate previous assumptions about the system.

Task 4— Subsurface Utility Engineering Survey (SUE) Survey

- The Engineer will perform a Level A, SUE survey. Up to 5 SUE Level A test holes will be excavated to confirm the existence and the vertical and horizontal locations of the utilities. Field activities are assumed to take up to two (2) days to complete. All utilities identified during the survey will be located with GPS survey equipment and an exhibit will be issued once the Subsurface Utility Engineering Survey is complete.
- Assumptions and Limitations related to the SUE Survey are provided later in this scope.

Task 5—Easement Exhibits

- The Engineer will develop easement exhibits and descriptions for up to five (5) parcels covering the Sunnymeade and Springdale sites. The City will be responsible for developing, negotiating, and obtaining easement agreements.

Task 6- Geotechnical Evaluation—Springdale and Sunnymeade

Geotechnical services to investigate subsurface rock is expected to be necessary for one location at the Sunnymeade site. If subsurface rock is considered an issue for other locations or at the Springdale site, additional investigations may be required.

- Geotechnical Borings: An initial assessment of site conditions indicates the need for one boring at the location of the box culvert at Sunnymeade. A design report for this location will be prepared to assist in evaluating design feasibility. The scope includes the following:
 - Soil boring will be performed at the location designated by Engineer, or offset as needed for utilities, to a depth ranging from 7 to 13 feet, using hollow-stem augers and rock

coring as required. SPT samples will be collected at specified intervals and soil/rock will be logged per USCS and RQD standards.

- Groundwater depth will be measured, soils will be classified in the field, rock cores will be logged and borings will be backfilled with auger cuttings (sand/bentonite as needed). A boring log will be prepared with location plan, and a summary report for each site group. A data report will be provided and will include procedures, conditions, logs, and plans; laboratory testing is not included. Site access will be coordinated by the City and additional limitations and assumptions are listed later in the scope.
- **Geotechnical Analysis**
 - To provide clarity for the constructability of designs, the Engineer will perform geotechnical evaluation, develop earthwork specifications, and provide quality reviews for the Sunnymeade and Springdale designs.

Task 7 –Design drawing development:

Design drawings are to be developed by the Engineer. Deliverables will be provided at the following milestones:

- **10-percent:** The updated SWMM model will be used to evaluate the peak stages, flow, and velocities of the proposed improvements. Preliminary design drawings will be based on sizes and layouts generated from the H&H modeling. Drawings will include conveyance routing and proposed infrastructure sizes with suggested slopes, cross sections, and inverts that will be used for 60/100 design sets. Design scenarios will be developed and modeled to evaluate performance of proposed improvements.
- **60-percent:** Design drawings will be refined based on survey. Inverts, easement requirements, and routing will be determined in this phase. Plan and profile drawings (up to 8 sheets per project) will be produced with estimates for local drainage features and cut/fill requirements. The Engineer will use TDOT and/or local design details and specifications for project elements wherever possible (budget assumes up to 2 detail sheets with references to TDOT standards as appropriate). Required specifications will be identified at the 60-percent design phase. Design scenarios will be refined and modeled to evaluate performance of proposed improvements. Any additional specifications required for construction of the project will be included on the drawings. Engineer assumes the design will include open-cut installation of the new piped network and that jack and bore installation will not be required.
- **100-percent:** Pre-final drawings and specifications will be produced based on City feedback on the 60 percent deliverable and progressing the design to completion. The plan set delivered at the pre-final stage is assumed to be adequate for construction. An OPCC will also be produced at the pre-final stage. Upon review of the 100-percent design sets by the City, a final design set will be produced and sealed by the Engineer.
- **For Bid Documents:** Bid Documents and Forms, including front-end documents, scope of work, minimum qualifications, construction schedule, sample agreement, and cost schedule will be prepared. The City will provide guidance on specific requirements for bidders, such as required certifications, licenses, bonding and requirements (such as for small and minority businesses).

The sample agreement (draft construction contract) will be developed with assistance from the City.

This project is expected to require structural effort, due to the predicted infrastructure requirements. The Engineer will provide evaluation of structural parameters to compile design criteria and specifications needed for delegated design of culverts, foundations, and other structural components. Structural requirements and preferences are not yet known, so the hours herein cover preliminary criteria, specification, and delegated-design review only. If actual requirements exceed this level of effort, the Engineer will notify the City and request an amendment to add scope and fees.

Task 8—Permitting:

- TDEC ARAP Permit
 - Due to the existing stream (Stoners Creek Tributary 5) that is conveyed by the existing box culvert, work performed at the Sunnymead site is expected to require the Aquatic Resource Alteration Permit (ARAP) from the State. This scope covers the following:
 - Prepare ARAP permit application package, including project description, impact assessment, and required TDEC forms based on final design plans.
 - Conduct one site visit for stream and wetland (if applicable) verification, including photo documentation, Hydrologic Determination Field Data Sheets, and a report of findings.
 - Update previously prepared site survey based on the field delineations of streams and wetlands.
 - Conduct desktop review for mapping and impact calculations.
 - Submit the permit application to TDEC and coordinate with the agency through one round of comments and responses.
 - Provide mapping and narrative updates for minor revisions requested by TDEC, excluding major design changes, mitigation planning, or additional studies.
- USACE 404 Nationwide Permit (NWP)
 - A USACE 404 NWP is expected to be required in addition to the TDEC ARAP Permit. This scope covers the following:
 - Confirm appropriate NWP category, eligibility, and conditions for use.
 - Coordinate and attend up to one in-person coordination meeting with USACE representatives.
 - Prepare and submit the application forms, project plans, impact tables and maps, and documentation of avoidance/minimization measures.
 - Coordinate with TDEC to ensure that applications and corresponding documentation are provided to USACE.
 - Address USACE requests for additional information (RAIs).

Task 9—Bidding Assistance

The Engineer will assist the City with advertising and obtaining bids for a single construction contract. This task includes soliciting bids from contractors, clarifying drawings and specifications for bidders by issuance of addenda, assisting in the receipt and opening of bids, tabulating and analyzing of bid results,

and recommending the award of construction contracts. This amendment is intended to cover the effort to assist in the bidding of one (1) contract to procure a single contractor to construct the work at both the Sunnymeade and Springdale sites.

Specific tasks may include the following:

- Advertise and distribute solicitation documents to contractors
 - Electronic plan sets, as pdfs will be developed and distributed. The electronic plan room will be used to publish advertisement.
 - Advertisements will be placed in up to two newspapers.
 - The Engineer will use a combination of American Institute of Architects (AIA) and Engineers Joint Contract Documents Committee (EJCDC) Front End Documents and forms for the solicitation.
 - The City will review requirements for advertisement and contractor selection.
- Support and attendance at one (1) pre-bid meeting
 - One on-site pre-bid meeting is assumed for budgeting purposes
 - Engineer will develop agenda, lead the meeting, address contractor questions, and develop minutes to be distributed following the meeting.
- Respond to questions from plan holders during the bidding process and develop addenda.
 - Up to three (3) addenda will be developed, distributed, and logged
- Review submittals from contractors and provide a recommendation of award.
 - The Engineer will scan and manage up to ten (10) received bids and tabulate bids.

Task 10—Construction Management Assistance

Construction Management Assistance as it pertains to this contract is defined in **Exhibit A**. In general, the Engineer will provide construction management services for the project to assist with confirming that the work conforms to the Contract Documents, including review of submittals, assistance in preconstruction conferences, review of payment requests, assistance in responding to requests for information and change order requests, and performance of site visits and final inspection of the project. For budgeting purposes, it is assumed that construction duration is six (6) months.

Task 11— Project Management

This task covers the meetings, quality protocols, and administrative services related to the design, permitting, and bidding phases of this project. The Engineer will meet with the City project team at key points throughout the project. Attendance at up to nine (9) virtual and three (3) in-person monthly project progress meetings. This task also includes time for project management, project administration and technical review by senior technical specialists. For budgeting purposes, it is assumed that services under the amendment will be completed within eighteen (18) months.

2. Basis of Estimate and Limitations

- Engineer assumes the Existing Conditions and Topographic Survey that was produced under Task Order #1 is sufficient for this work and no additional survey is required.
- The plan set delivered at the pre-final stage is assumed to be adequate for construction.
- Peak stages, flow, and velocities of the proposed improvements will be evaluated for the mean annual, 5, 10, 25, and 100 year 24 hour design storms using an NRCS Type II distribution and NOAA Atlas 14 rainfall.
- Engineer assumes the design will include open-cut installation of the new piped network and that jack and bore installation will not be required.
- At this time, structural requirements for infrastructure and preferences are not yet known. The hours herein cover preliminary criteria, specification, and delegated-design review only. If actual requirements exceed this level of effort, the Engineer will notify the City and request an amendment to add scope and fees.
- The City shall be responsible for payment of all permit application fees, review fees, and related charges required by regulatory agencies for the execution of the Project. The Engineer shall assist in preparing and submitting permit applications as outlined in the Scope of Services, but shall not be responsible for payment of any such fees.
- Engineer shall not be responsible for delays resulting from easement acquisition, permitting approvals, or any other circumstances beyond Engineer's reasonable control. If the Project schedule extends beyond the durations defined herein for reasons outside Engineer's control, Engineer reserves the right to request an Amendment to adjust scope, schedule, and/or compensation accordingly.
- The Engineer shall have the right to rely upon all data, reports, surveys, maps, drawings, specifications, geotechnical information, environmental studies, and other information provided by the City or third parties without independent verification, except to the extent the Engineer identifies obvious errors or inconsistencies. The Engineer shall not be responsible for the accuracy or completeness of such information and shall not be liable for any damages resulting from reliance on inaccurate or incomplete data supplied by others.
- Drawings for each deliverable will be provided in pdf format, unless otherwise agreed upon by the Engineer and the City.
- The permitting task assumes the following:
 - Impacts are limited to one stream crossing with no wetlands or ESA-listed species, and no compensatory mitigation plan is required.
 - One site visit for stream verification and photo documentation is included.
 - Only one round of TDEC comments and one round of USACE comments will be addressed, and responses will involve minor narrative or mapping updates—not redesign or new studies.
 - No preparation of mitigation plans, purchase of credits, or biological surveys.
 - Due to the relatively small size of each project, it is assumed that a construction general permit from the State will not be required for any of the individual projects.
 - Mitigation fees or plans for stream and wetland impacts are not included.
 - Species specific surveys for protected species as may be requested by USFWS are not included.

- Surveys for culturally or historically significant resources as may be requested by NCHPO are not included.
 - It is assumed that no additional field work will be required for the submittal of the USACE NWP on top of that performed to submit the TDEC ARAP permit.
 - It is assumed that TDEC will coordinate with USACE for the submittal of the 404 NWP.
 - The project disturbed area is anticipated to be less than 1 acre. An NPDES Construction permit is not expected to be required, so is not included in the scope
 - Neither a CLOMR nor a LOMR are expected to be required, so are not included in this scope, but if requested by the City, the scope can be amended.
 - It is assumed that wetland and environmental impacts will be considered de minimis and no mitigation measures will be required.
 - It is assumed that the existing drainage ditch at the Springdale site between the existing storm sewer outfall and Stoners Creek Tributary 5 is not jurisdictional. It is anticipated that all work activities at the Springdale site can occur outside of the 30-foot wide water quality riparian buffer zone as measured from the top of bank of Stoners Creek Tributary 5.
 - Additional mitigation plans, permits, or other regulatory documentation are not included in this work order. The City will be responsible for notifying the public and property owners.
- The SUE survey task scope assumes the following:
 - The Engineer and their subconsultant, Athena Engineering, are to be granted access to the Site upon notice to proceed.
 - Traffic control is not assumed to be required and is not included in this scope.
 - City will coordinate all public notices and landowner contact.
 - City will supply survey control, or an OPUS solution will be used to establish control.
 - City will coordinate all public notices and landowner contact and provide a location to dump spoils from excavation at no charge to the Engineer or their subconsultant.
 - All locations will be located in grass areas.
 - No pavement or concrete coring is assumed. If large obstructions are encountered that cannot be removed or if no utility is found within a reasonable depth, the location will be abandoned.
 - The Geotechnical Borings task scope assumes the following:
 - The City will coordinate access to the site and notify affected property owners. Special training, badges, or escorts will not be required for access to the project site. The drilling can be completed during normal daylight working hours (i.e., 8 a.m. to 5 p.m.) without interruption.
 - The Engineer's Subconsultant, Athena, will contact Tennessee811 to locate utilities. Athena will rely on the City personnel to locate any utilities not located by the Tennessee811 service. A GPR scan of the boring locations is available to help identify underground obstructions that might affect drilling.
 - Overburden materials at the site do not include rubble or shot-rock fill, which can be difficult to penetrate using standard auger drilling techniques.

- Site restoration services (except backfilling borings with auger cuttings, augmented with sand and/or bentonite chips if needed) is not included. Any ruts or damage to vegetation that occurs during exploration are not scoped to be restored. Surveying of the boring locations is not included in this scope.
- The boring locations are accessible with track-mounted equipment and pickup trucks without grading or clearing of brush/debris.
- No traffic control to block lanes of traffic is assumed to be required to perform exploration, so is not included in the scope.
- Laboratory testing is not included in this scope. Evaluation of the site for the presence or absence of asbestos, lead-based paint, organic growth or toxic mold, radon, wetlands, endangered or threatened species, historic or cultural resources, historic land use, or hazardous or toxic materials in the soil, bedrock, surface water, groundwater, or air is not included in this scope.

3. Time Schedule

The time periods for the performance of ENGINEER's Services are as follows:

Based on the time frame of the proposed tasks, design, permitting and bidding is anticipated to be completed in 12 months, pending acquisition of easements by the City. Construction is anticipated to be completed 6 months after Contractor's Notice to Proceed. Deliverables and reviews will be coordinated with the City staff.

4. Compensation and Invoicing

Budget

See the table below for estimates of total hours and costs for these tasks.

Task Name	Hours	Cost (\$)
TASK 1 Clearview and Belinda Easement	N/A	\$4,430.00
TASK 2 Clearview and Belinda Geotech	N/A	\$20,353.00
TASK 3 Data Analysis-Sunnymeade and Springdale	51	\$8,260.00
TASK 4 SUE Survey- Sunnymeade and Springdale	N/A	\$16,585.00
TASK 5 Easement Exhibits- Sunnymeade and Springdale	N/A	\$7,400.00
TASK 6 Geotech Evaluation- Sunnymeade and Springdale	N/A	\$9,883.00
TASK 7 Design-Sunnymeade and Springdale	717	\$127,560.00
TASK 8 Permitting Assistance- Sunnymeade and Springdale	134	\$27,540.00
TASK 9 Bidding Assistance- Sunnymeade and Springdale	160	\$26,270.00
TASK 10 Construction Management- Sunnymeade and Springdale	376	\$64,310.00
TASK 11 Project Management- - Sunnymeade and Springdale	156	\$29,780.00
Total not to exceed:		\$342,370

Project Billing Rates

See the table below for current rate schedule. The rates included in this Agreement are valid through June 30, 2026. Effective July 1, 2026, the Engineer will implement updated billing rates to reflect current labor costs. Updated rates will apply to all services performed on or after July 1, 2026, and will remain in effect for the remainder of the 18-month project duration.

Rate Category	Billing Rate
Officer	\$250
Senior Engineer	\$225
Client Manager	\$210
Project Manager	\$210
Engineer 6	\$185
Engineer 5	\$180
Engineer 4	\$155
Engineer 3	\$140
Engineer 2	\$125
Engineer 1	\$115
Designer/Drafter	\$135
Senior Cost Estimator	\$160
Junior Cost Estimator	\$100
Project Accounting	\$90
Administrative	\$110

The Engineer will utilize subcontractors to perform portions of the Work and shall invoice such services at the subcontractor’s actual cost plus a ten percent (10%) markup. This markup includes administrative, coordination, and overhead expenses related to subcontractor management.

Invoicing

Invoicing will take place on a monthly time and materials basis and will include an itemized list of hours spent by task/subtask featuring the title and rate of Engineer staff performing the work.

A status report that provides updates on deliverables and describes work completed during the invoice period will be submitted with each invoice.

5. Terms and Conditions

The terms and conditions in the Master Services Agreement shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced.

Acceptance of the terms of this Task Order is acknowledged by the following authorized signatures of the parties to the Agreement:

OWNER:

ENGINEER:



BY: James Maness
TITLE: Mayor

BY: Aaron Rogge, PE
TITLE: Client Service Leader

ADDRESS FOR GIVING NOTICES:

ADDRESS FOR GIVING NOTICES:

2425 N Mt. Juliet Road
Mt. Juliet, TN 37122

210 25th Ave N Suite 1102
Nashville, TN 37203

**EXHIBIT A
TO AGREEMENT BETWEEN
OWNER AND ENGINEER
Scope of Work**

This is an exhibit attached to and made a part of the Agreement, Task Order #4, dated January 16, 2026, between City of Mt. Juliet (OWNER) and CDM Smith (ENGINEER) for professional services.

TASK 3—CONSTRUCTION CONTRACT ADMINISTRATION

The ENGINEER will provide Contract Construction Administration services for the construction Project over a 6-month construction period (i.e., from Contractor notice to proceed to final completion). This Agreement would need to be amended to provide additional compensation if the construction period exceeds 6 months.

3.1 General Administration of Construction Contract

ENGINEER will consult with and advise OWNER and act as OWNER's representative as provided in the OWNER's General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions will not be modified, except to the extent provided herein. The OWNER's instructions to Contractor will be issued through ENGINEER who will have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

As part of this task, ENGINEER will complete conforming of the bid phase documents based on addenda and clarifications issued during the bid phase. A single combined PDF version of the documents will be provided to the OWNER and the Contractor, printed copies are not included.

This task will include performance of project management duties to include internal project management functions, invoicing, progress reporting on work completed and tracking of ENGINEER's scope, schedule and budget. This task will also include the attendance, administration, and preparation of minutes of appropriate project meetings including:

- Project Pre-Construction Meeting
- Monthly Project Progress Meetings (six (6) virtual and two (2) in-person progress meetings have been budgeted).

It is assumed that up to 2 staff from the ENGINEER will participate at each meeting.

3.2 Visits to Site and Observation of Construction

In connection with observations of the work of Contractor while in progress:

3.2.1 ENGINEER will make site visits at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe, as an experienced and

qualified design professional, the progress and quality of the various aspects of Contractor's work. Such visits and observations by are not intended to be exhaustive or extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER will keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in subparagraph 3.2.2 herein and other express or general limitations in this Agreement and elsewhere. This scope of services assumes that the OWNER inspector will make visits to the site at intervals appropriate to the stage of construction, to observe the progress and quality of the Work, document observations in daily reports that will be shared with the ENGINEER and to determine if the Work is proceeding in accordance with the Contract Documents.

3.2.2 The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER will not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's Work nor will ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its Work in accordance with the Contract Documents.

This scope assumes three (3) site visits by the ENGINEER at each site (six total). These may be held concurrently with the on-site progress meetings, and include a substantial completion walkthrough at each site.

3.3 Defective Work

During site visits and on the basis of such observations, ENGINEER will have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that generally conforms to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated per the Contract Documents.

3.4 Clarifications and Interpretations: Requests for Information and Field Orders

ENGINEER will issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. ENGINEER will respond to Request for Information (RFI) submittals from the Contractor. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. This scope of services assumes up to eight (8) RFIs and Field Orders. ENGINEER will receive amendment for additional compensation if the assumptions above are exceeded.

3.5 Change Orders and Work Change Directives

ENGINEER will recommend Change Orders and Work Change Directives to OWNER as appropriate and will prepare Change Orders and Work Change Directives as required. This scope of services assumes up to two (2) Work Change Directives and formal Change Orders. ENGINEER will receive amendment for additional compensation if the assumptions above are exceeded.

3.6 Shop Drawings

ENGINEER will review and approve (or take other appropriate action in respect of) Shop Drawings, Schedules and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. It is assumed that shop drawings will be reviewed no more than twice by the ENGINEER. Subsequent submittal reviews will be at the Contractor's expense. A total of 50 shop drawings/submittals (includes resubmissions) are assumed including "B" submittals.

3.7 Substitutes

ENGINEER will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents. However, services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitute which is appropriate for the Project will only be performed pursuant to an amendment to this Agreement for additional compensation.

3.8 Disagreements between OWNER and Contractor

ENGINEER will render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER will be fair and not show partiality to OWNER or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity.

3.9 Applications for Payment

Based on ENGINEER's on-site observations as an experienced and qualified design professional and review of Applications for Payment and the accompanying data and schedules:

3.9.1 ENGINEER will determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER are expressly subject to the limitations set forth in this Scope of Services or general limitations in this Agreement and elsewhere.

3.9.2 By recommending any payment, ENGINEER will not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid. A total of 6 pay applications are assumed.

3.10 Contractor's Completion Documents

ENGINEER will receive, review and transmit to OWNER with written comments manufacturer maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

3.11 Substantial Completion

Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, will conduct an inspection to determine if the work is substantially complete. After considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER will deliver a certificate of Substantial Completion (SC) to OWNER and Contractor. The SC certificate may include a list of items to be completed as conditions for SC. One site visit at each site for substantial completion inspection by the ENGINEER will be conducted.

3.12 Final Notice of Acceptability of Work

ENGINEER will conduct a final inspection to determine if the completed work of Contractor is acceptable, so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER will indicate that the work is acceptable to the best of ENGINEER's knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement. One site visit for final completion inspection by the ENGINEER will be conducted.

3.13 Limitation of Responsibilities

ENGINEER will not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER will not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

3.14 Record Drawings and Closeout

ENGINEER will prepare a set of reproducible record prints of Record Drawings showing those changes made during the construction process based on the marked-up prints, shop drawings, drawings, and other data furnished by the Contractor to ENGINEER. The drawings will be prepared electronically (in PDF and AutoCAD 2021 (or later) format) for delivery to the OWNER.

ENGINEER will provide services in conjunction with Project closeout including submission of record drawings to permitting agencies for final certifications.

PART 3.0 OWNER'S RESPONSIBILITIES:

The responsibilities of the OWNER are as follows:

- Timely review and input of deliverables and/or construction issues.

Attendance at monthly construction progress meetings to assist with resolution of issues arising during construction.

PART 4.0 PERIODS OF SERVICE:

The ENGINEER will complete this scope of work as follows:

- Construction Administration services will start one month prior to Contractor's Notice to Proceed and will be completed within 6 months from the Contractor's Notice to Proceed Date to Final Completion. NTP is assumed to be July 1,2026.
- Record Drawings will be delivered to the OWNER within 4 weeks of receipt of documents from the Contractor.



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1585
10.D.

Agenda Date: 2/23/2026

Agenda #:

Title:

A RESOLUTION DECLARING CITY OF MT. JULIET POLICE DEPARTMENT PROPERTY AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION

RESOLUTION -2026

A RESOLUTION DECLARING CITY OF MT. JULIET POLICE DEPARTMENT PROPERTY AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION

WHEREAS, the City of Mt. Juliet Police Department has certain property that has reached the end of its usefulness to the City; and

WHEREAS, the property is identified as follows:

Vehicles:

Unit #	Mileage	Year	Make	Model	Vin #
17	146,691	2017	Ford	Interceptor	1FM5K8AR2HGB15466
34	125,487	2017	Ford	Interceptor	1FM5K8AR6HGB15468
46	130,702	2013	Ford	Interceptor	1FM5K8AR5DGB28321
47	136,699	2013	Ford	Interceptor	1FM5K8AR9DGB28323
53	131,576	2015	Ford	Interceptor	1FM5K8AR1FGB13379
70	147,952	2016	Ford	Interceptor	1FM5K8ARXGGA86586
71	159,380	2016	Ford	Interceptor	1FM5K8ARXGGA78262
72	160,027	2016	Ford	Interceptor	1FM5K8AR0GGA86578
144	128,719	2014	Ford	Escape	1FMCU9GX1EUB16974

Furniture and Equipment:

- 10 Two-Drawer Metal (lateral) Filing Cabinet
- 8 5-Drawer Metal (lateral) Filing Cabinet (6 black & 1 white)
- 16 4-Drawer Wooden (lateral) Filing Cabinet
- 6 4-Drawer Metal Filing Cabinet (old style)
- 5 2-Drawer Metal Filing Cabinet (old style)
- 2 Desk Table 59" x 30" (foldable)
- 1 Round Kitchen Table (60")
- 3 Conference Tables
- 8 L-Shaped Desk
- 1 Glass Desk
- 1 Drying Chamber with Serial# FDC69971 / Model# FDC-006 XT
- 9 Credenza Desk
- 8 Executive Desk
- 6 Jr Executive Desk
- 125 Office Chairs (16 black (no arms) / 53 Fabric rolling chairs (38 - Redish fabric & 14 - blackish fabric) / 24 black rolling office chairs / 28 - office chairs no wheels, 1 – Counter height rolling office chair)
- 4 Refrigerators
 - Whirlpool Model# WH43RS2E / Serial# 18AC72200003453
 - Mirco Fridge Model# MFR-10BECL / Serial# 060900147

RESOLUTION -2026

- Haier Model# HA10TG31SB /
Serial# BL04F2E1G00BLF6J1275
 - Upstreman Model# BR321 / Serial# Unknown
- 10 Decorative Tables
- 2 Black Metal Mailboxes
- 3 Varidesk
- 1 Wooden Mailbox
- 25 Tables (foldable) 60" x 23 ½"
- 1 Cubicle sections (assorted sections)
- 8 Wooden Bookcase
- 1 Air Science Safe Fume Fumigator / Serial # 640713711
- 1 Dust Print Station (Model# ACDDS24 / Serial # ACDDS24-286)
- 3 Small Night Stand Tables
- 2 Microwaves
- GE Serial# Unknown
 - GE Serial#403TAVY05399
- 1 Wooden bookcase (short one)
- 3 Five-Tier Metal Shelving
- 2 Locker Section (12 sections per unit)
- 2 5-Drawer Metal (narrow/lateral) Filing Cabinet
- 1 Liberty Safe / Serial# 222116
- 2 Wooden Cabinet with Doors
- 1 Small Table 36" x 24"
- 1 Round Conference Table 48"
- 1 Round 30" Rolling Table
- 3 Desk Sectional (old Dispatch tables)
- 2 Rolling Dry Ease Boards
- 4 TVs
- Samsung 46" Serial# AUYYX3CH5501772N
Model# LN46B640R3FXZA
 - Sharp 55" Serial# 55G1727D0H02340 Model#
LC-55LBU5914
 - TCL 50" Serial# X00000K1S2MF Model# 50S435
 - LG 55" Serial# 704RMDZ5E090 Model# 55LH5750-UB;
and

WHEREAS, this property has been replaced by newer, more modern equipment and is of no further use to the City; and

WHEREAS, this property will be sold at auction on GovDeals.

NOW, THEREFORE, BE IT RESOLVED by the City of Mt. Juliet, Wilson County, Tennessee as follows:

RESOLUTION -2026

1. The property listed is hereby declared to be surplus property.
2. The property shall be listed on the Auction site GovDeals for sale to the highest bidder.
3. The City Finance Director is empowered to execute the documents required to affect this resolution.
4. In the event of no bids, the property may be sold as scrap or discarded as trash.

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



MT. JULIET POLICE DEPARTMENT

EXECUTIVE SUMMARY

Surplus Property to be Auctioned

- 1) Who: Mt. Juliet Police Department
- 2) What: Request a declaration of surplus property to be auctioned.
- 3) When: Immediately
- 4) Where: MJPD
- 5) Why: The department has surplus items and requests that they be sold on GovDeals.
- 6) Costs: No cost to auction

List of Surplus Property:

<u>Qty.</u>	<u>Item Description:</u>
10	Two-Drawer Metal (lateral) Filing Cabinet
8	5-Drawer Metal (lateral) Filing Cabinet (6 black & 1 white)
16	4-Drawer Wooden (lateral) Filing Cabinet
6	4-Drawer Metal Filing Cabinet (old style)
5	2-Drawer Metal Filing Cabinet (old style)
2	Desk Table 59" x 30" (foldable)
1	Round Kitchen Table (60")
3	Conference Tables
8	L-Shaped Desk
1	Glass Desk
1	Drying Chamber with Serial# FDC69971 / Model# FDC-006 XT
9	Credenza Desk
8	Executive Desk
8	Jr Executive Desk
125	Office Chairs (16 black (no arms) / 53 Fabric rolling chairs (38 - Redish fabric & 14 - blackish fabric) / 27 black rolling office chairs / 28 - office chairs no wheels, 1 - Counter height rolling office chair)
4	Refrigerators <ul style="list-style-type: none">• Whirlpool Model# WH43RS2E / Serial# 18AC72200003453• Mirco Fridge Model# MFR-10BECL / Serial# 060900147• Haier Model# HA10TG31SB / Serial# BL04F2E1G00BLF6J1275• Upstreman Model# BR321 / Serial# Unknown

10	Decorative Tables
2	Black Metal Mailboxes
3	Varidesk
1	Wooden Mailbox
25	Tables (foldable) 60" x 23 ½"
1	Cubicle sections (assorted sections)
8	Wooden Bookcase
1	Air Science Safe Fume Fumigator / Serial # 640713711
1	Dust Print Station (Model# ACDDS24 / Serial # ACDDS24-286)
3	Small Night Stand Tables
2	Microwaves
	<ul style="list-style-type: none"> • GE Serial# Unknown • GE Serial#403TAVY05399
1	Wooden bookcase (short one)
3	Five-Tier Metal Shelving
2	Locker Section (12 sections per unit)
2	5-Drawer Metal (narrow/lateral) Filing Cabinet
1	Liberty Safe / Serial# 222116
2	Wooden Cabinet with Doors
1	Small Table 36" x 24"
1	Round Conference Table 48"
1	Round 30" Rolling Table
3	Desk Sectional (old Dispatch tables)
2	Rolling Dry Ease Boards
4	TVs
	<ul style="list-style-type: none"> • Samsung 46" Serial# AUYX3CH5501772N Model# LN46B640R3FXZA • Sharp 55" Serial# 55G1727D0H02340 Model# LC-55LBU5914 • TCL 50" Serial# X00000K1S2MF Model# 50S435 • LG 55" Serial# 704RMDZ5E090 Model# 55LH5750-UB

Staff Recommendation: Chief Tyler Chandler and City Manager Kenny Martin have provided a positive recommendation

Prepared by: Captain Jason Brockman



Two-Drawer Metal Filing Cabinet
Quantity: 12



5 Drawer Metal Lateral Filing Cabinet
Quantity: 7



4 Drawer Wooden Filing Cabinet
Quantity: 15



4 Drawer Metal Filing Cabinet
Quantity: 6



2-Drawer Metal Filing Cabinets
Quantity: 5



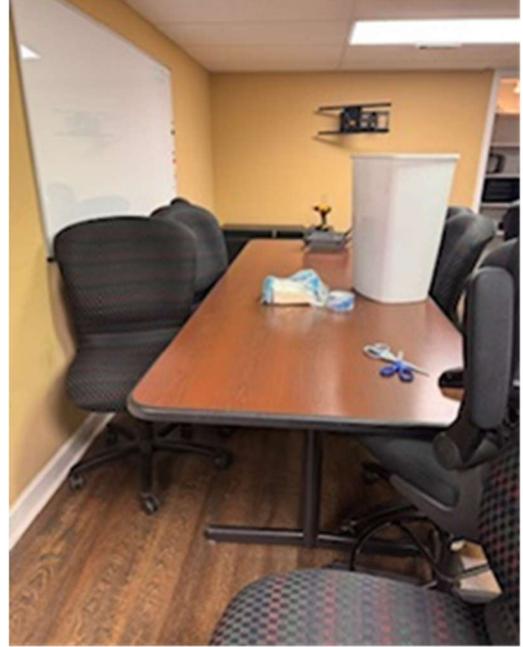
Desk Table 59x30
Quantity: 2



Round Kitchen Table
Quantity 1



96" x 42"



96" x 36"



72" x 36"
Conference Table
Quantity: 3



L-Shaped Desk
Quantity 7



Glass Desk
Quantity: 1



Drying Chamber
Quantity:1



Credenza Desk
Quantity: 12



Executive Desk
Quantity: 11



Jr Executive Desk
Quantity: 6



(16 black (no arms) 37 - Redish fabric rolling chairs



14 - blackish fabric) / 1 - Counter height rolling office chair)



Office Chairs with and without arms
27 black rolling office chairs & 28 office chairs (no wheels)

Assorted Office Chairs
Quantity: 123



Mini Refrigerators
Haier, Upstreman, Mirco Fridge, Whirlpool, __
Quantity: 4



Decorative Tables
Quantity: 10



Black Metal Mailbox's
Quantity: 2



Varidesk
Quantity: 3



Wooden Mailbox's
Quantity: 1



Table 60x23.5 (foldable)
Quantity: 22



Assorted Cubicle Sections as One Unit
Quantity: 1



Bookshelves
Quantity: 8



Fumigator
Quantity: 1



Dust Print Station
Quantity: 1



Night Stand
Quantity: 3



Microwave (Also Shows 2 of the Decorative Tables)
Quantity: 2



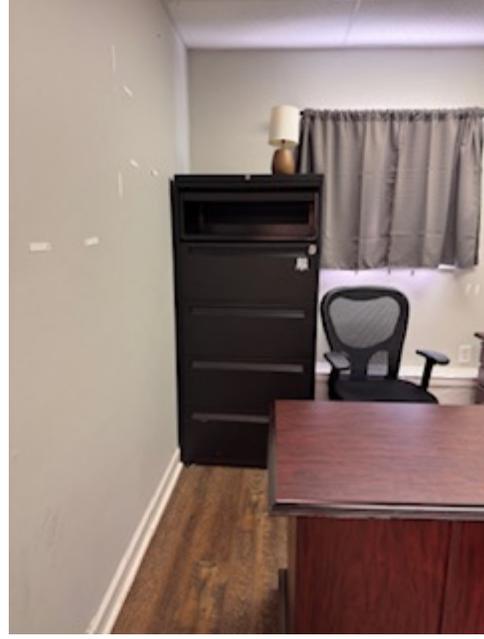
Wooden Bookcase
Quantity: 1



Five-Tier Metal Shelving
Quantity: 3



Metal Lockers
Quantity 2 (12 units each)



Five-Drawer Metal Filing Cabinet (Short)
Quantity: 1



Gun Safe
Quantity: 1



Wooden Cabinet with Doors
Quantity: 2



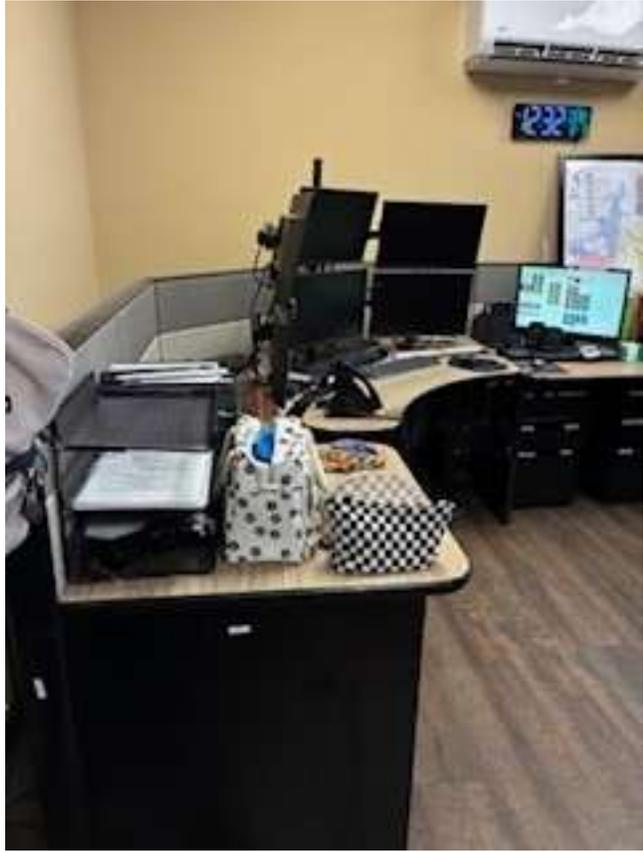
Small Table 36" x 24"
Quantity: 1

No Photo Available



Round 30" Table
Quantity: 1

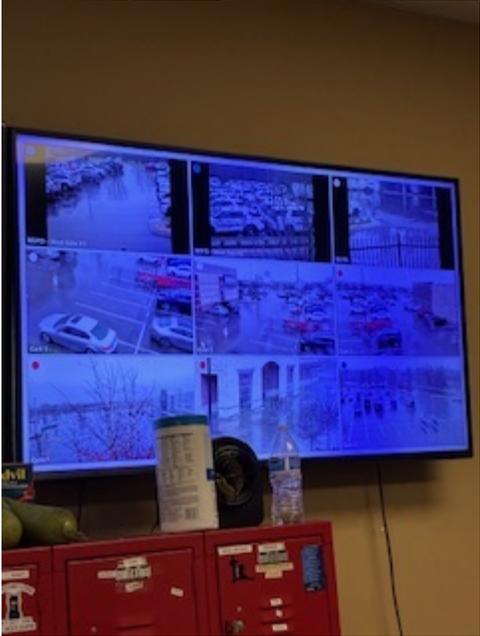
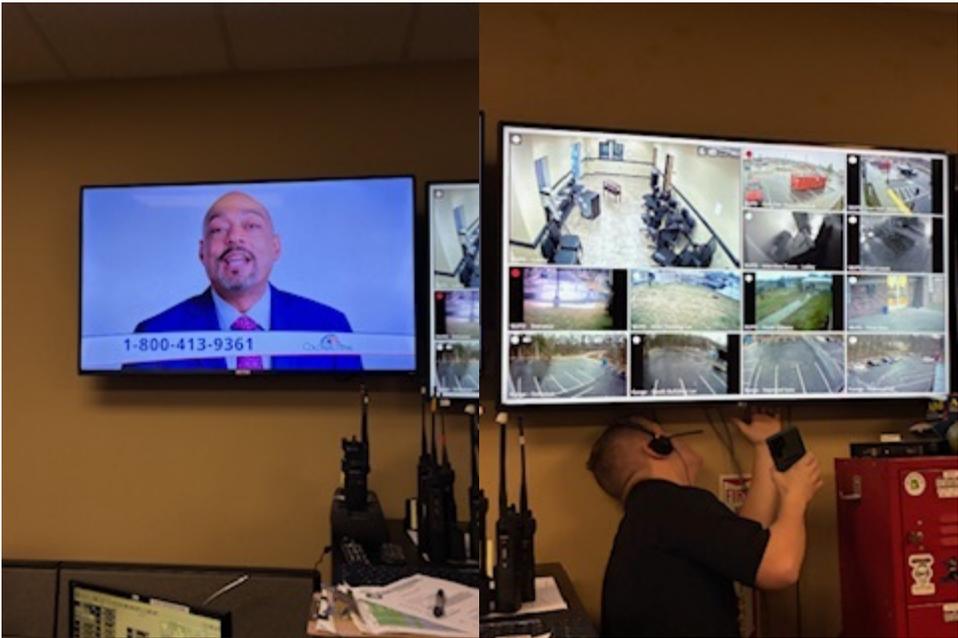
Round Conference Table 48"
Quantity: 1



Desk Sectional (Old Dispatch Desk)
Quantity: 3



Rolling White Boards
Quantity: 2





TV's
Quantity: 4



MT. JULIET POLICE DEPARTMENT

EXECUTIVE SUMMARY

Surplus Vehicles to be Auctioned

- 1) Who: Mt. Juliet Police Department
- 2) What: Request a declaration of surplus police vehicles to be auctioned.
- 3) When: Immediately
- 4) Where: MJPD
- 5) Why: The department has 9 surplus, stripped vehicles with high mileage and continued maintenance costs that must be auctioned. All proceeds from the auctioned vehicles are requested to be placed back into the police department's vehicle purchasing line item to purchase any needed replacement vehicle.
- 6) Costs: No cost to auction
- 7) Line Item: 42100-944 Vehicles

List of Vehicles:

17	146,691	2017	Ford	Interceptor	1FM5K8AR2HGB15466
34	125,487	2017	Ford	Interceptor	1FM5K8AR6HGB15468
46	130,702	2013	Ford	Interceptor	1FM5K8AR5DGB28321
47	136,699	2013	Ford	Interceptor	1FM5K8AR9DGB28323
53	131,576	2015	Ford	Interceptor	1FM5K8AR1FGB13379
70	147,952	2016	Ford	Interceptor	1FM5K8ARXGGA86586
71	159,380	2016	Ford	Interceptor	1FM5K8ARXGGA78262
72	160,027	2016	Ford	Interceptor	1FM5K8AR0GGA86578
144	128,719	2014	Ford	Escape	1FMCU9GX1EUB16974

Staff Recommendation: Chief Tyler Chandler and City Manager Kenny Martin have provided a positive recommendation

Prepared by: Captain Jason Brockman



MT. JULIET POLICE DEPARTMENT

EXECUTIVE SUMMARY

Unit 17:



Unit 34:





MT. JULIET POLICE DEPARTMENT

EXECUTIVE SUMMARY

Unit 46:



Unit 47:





MT. JULIET POLICE DEPARTMENT

EXECUTIVE SUMMARY

Unit 53:



Unit 70:





MT. JULIET POLICE DEPARTMENT

EXECUTIVE SUMMARY

Unit 71:



Unit 72:





MT. JULIET POLICE DEPARTMENT

EXECUTIVE SUMMARY

Unit 144:





Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1608
10.E.

Agenda Date: 2/23/2026

Agenda #:

Title:

A RESOLUTION TO APPROVE AN ADDENDUM TO THE SERVICE AGREEMENT WITH AMBULANCE MEDICAL BILLING (AMB) FOR BILLING SERVICES RENDERED BY THE MT. JULIET FIRE DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT

RESOLUTION - 2026

A RESOLUTION TO APPROVE AN ADDENDUM TO THE SERVICE AGREEMENT WITH AMBULANCE MEDICAL BILLING (AMB) FOR BILLING SERVICES RENDERED BY THE MT. JULIET FIRE DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT

WHEREAS, The Board of Commissioners previously approved a Service Agreement with Ambulance Medical Billing (herein after referred to as “AMB”) on October 24, 2022 (Resolution 71-2022) for EMS and fire billing services rendered by the Mt. Juliet Fire Department; and

WHEREAS, the Board of Commissioners now desire to approve an addendum to the Service Agreement with AMB to extend the agreement term an additional three years; and

WHEREAS, AMB shall continue to use commercially reasonable efforts to bill for and obtain reimbursement for the City of Mt. Juliet Fire Department for Emergency Medical Services rendered by the Department by billing patients, third-party payers, including applicable governmental programs and entities; and

WHEREAS, AMB will provide the necessary software, computer equipment and training of the City of Mt. Juliet Fire and EMS Personnel at an estimated value of \$89,578.50 and AMB will retain 10.15% per month of net collection received during this term.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. The attached addendum to the service agreement with Ambulance Medical Billing is approved.

Section 2. The City Manager is authorized to execute said addendum.

BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this resolution.

This resolution shall take effect on the earliest date allowed by law.

PASSED:

RESOLUTION - 2026

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

AMB –ADDENDUM TO SERVICE AGREEMENT

This Addendum to the AMB Service Agreement, originally entered into on October 27th, 2022, (the “Agreement”) is made effective November 18th, 2022 (the “Effective Date”).

Between: Credit Bureau Systems, Inc, doing business as AMB (“CONTRACTOR”), a corporation organized and existing under the laws of the Commonwealth of Kentucky, with its head office located:

**100 Fulton Court
Paducah, KY 42001**

And: City of Mt. Juliet Fire Department, (the “CLIENT”), an entity organized and existing under the laws of the State of Tennessee, with its head office located:

2425 North Mt. Juliet Road
Mt. Juliet TN 37122

RECITALS

AMB (“CONTRACTOR”) AND City of Mt. Juliet Fire Department (“CLIENT”) are parties to a certain Master Services Agreement (the “Agreement”). This Addendum to the Agreement entered into by CONTRACTOR and CLIENT as of March 1, 2026.

1. “This Addendum hereby renews the terms of the Service Agreement by three (3) years, beginning from the effective date of this Addendum. This renewed term shall not automatically renew. Any subsequent renewals must be agreed upon in writing by both parties.”
2. All terms, conditions, promises, and covenants contained in the Agreement shall continue to apply as originally written and agreed upon.
3. AMB shall provide all necessary hardware and software as noted in the original Agreement, and to include:
 - a. HARDWARE: 16 Getac V120 Toughbook's with 3-year warranty: \$58,880.00
 - b. SOFTWARE: All ESO Solutions are written in the original agreement included with exception of **removing ESO “scheduling “and adding “Activities”**: \$17,698.50
 - c. Compliance Services: \$10,500.00
 - d. Training: 2,500.00
 - e. Rate: 9.95% as written in the original agreement is increasing to 10.15% of Net Collections.

For and in consideration of the agreements set forth herein, CLIENT and CONTRACTOR hereby enter into this Addendum as of the Addendum Effective Date.

City of Mt. Juliet Fire Department

By: _____

Title: _____

Date: _____

AMB

By: _____

Title: President / CEO

Date: _____



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1609
10.F.

Agenda Date: 2/23/2026

Agenda #:

Title:

A RESOLUTION TO RATIFY AND CONFIRM APPROVAL OF THE AGREEMENT WITH PIPEWORKS PLUS FOR EMERGENCY SEWER REPAIR SERVICES

RESOLUTION 2026 –

A RESOLUTION TO RATIFY AND CONFIRM APPROVAL OF THE AGREEMENT WITH PIPEWORKS PLUS FOR EMERGENCY SEWER REPAIR SERVICES

WHEREAS, pursuant to Chapter 22, Section 6-22-129 of the Charter of the City of Mt. Juliet and City Ordinance No. 2018-08, the City has adopted policies and procedures governing the emergency expenditure of funds in excess of Ten Thousand Dollars (\$10,000.00); and

WHEREAS, the City Manager determined that emergency repairs to the sewer line located along North Mt. Juliet Road at Old Pleasant Grove Road were necessary following overflow events occurring in December 2025 and a subsequent investigation revealing urgent deficiencies in the size of the line and the capacity; and

WHEREAS, on January 29, 2026, three members of the Board of Commissioners, including Mayor Maness, Vice Mayor Trivett, and Commissioner Milele, individually approved the emergency agreement and authorized the associated expenditure of funds in accordance with the City's emergency expenditure policy; and

WHEREAS, the City Manager thereafter executed an Agreement with Pipeworks Plus for the emergency sewer repair services; and

WHEREAS, the Board of Commissioners now desires to formally ratify and confirm the approval and execution of said Agreement with Pipeworks Plus by Resolution.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. The execution and approval of the Agreement with Pipeworks Plus, attached hereto as Exhibit A, for the emergency sewer repair services, is hereby ratified, approved, and confirmed in all respects.

BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this resolution.

This resolution shall take effect on the earliest date allowed by law.

PASSED:

RESOLUTION 2026 –

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



LYNCHBURG, TN

Murphy Gas Station Sewer Replacement
City of Mt Juliet TN

January 19, 2026

City of Mt. Juliet
24254 N Mt. Juliet Rd
Mt. Juliet, TN 37122

Attention: Tim Forkum

Pipeworks, Plus, Inc. is pleased to provide Mr. Tim Forkum and the Mt. Juliet Dept of Public Works with a proposal for the emergency work to be performed at the Murphy Gas Station near 355 Pleasant Grove Road. Pipeworks proposes to furnish all necessary materials, labor, tools, equipment, supplies, and supervision to perform the work outlined in the description and scope of work in the provided plan drawings.

Pipeworks submits lump sum pricing for the 15" sewer replacement in the amount of \$120,000.00. We estimate that we will need 2 weeks to perform the work from mobilization to demobilization to include; but not limited to, cleanup, restoration and testing. We can have a crew available in two weeks (week of February 5th) as long as material can be secured within this timeframe.

Just a note for consideration in your proposal review, Pipeworks plans to use the existing easements available to store rock and move material to and from the work zone. Therefore, we did not include any kind of traffic control in our pricing. If the City feels we will need to shift/close a lane in the highway for this work, we will need \$2,500.00/day for the required traffic control measures. We will put standard cones and signs to notify of utility work where needed.

Pipeworks Responsibilities/Inclusions:

1. Standard insurance coverage with the following limits:
 General Liability: \$2,000,000 per occurrence/\$2,000,000 aggregate
 Auto: \$2,000,000 Combined Single Limit
 Workers Compensation: Statutory with \$1,000,000 Employer's Liability.
 The above insurance shall not include Primary and Non-Contributory Coverage and Pipeworks shall not provide a Waiver of Subrogation endorsement.
2. Standard Pipeworks one-year workmanship warranty from date of installation.
3. Bypass pumping and sewer flow control included in the above proposal.
4. Erosion Control for above scoped work
5. Restoration for work includes topsoil, seed and straw.

Should you have any questions concerning this proposal or need clarification, please do not hesitate to give me a call.

Sincerely,

Accepted By: Kenny Martin
(signed)

Date: 1-29-26

Chris Holloway
(931) 607-0631

KENNY MARTIN
(print name)

Title: CITY MANAGER



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1610
10.G.

Agenda Date: 2/23/2026

Agenda #:

Title:

A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE TOWN CENTER TRAIL, PHASE 3 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

RESOLUTION -2026

A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE TOWN CENTER TRAIL, PHASE 3 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

WHEREAS, the City of Mt. Juliet seeks to improve multimodal connectivity and transportation options within the City; and

WHEREAS, this project will provide a multimodal connection from the Willoughby Station and Mt. Vernon Estates neighbourhoods to Mt. Juliet Elementary School; and

WHEREAS, the City of Mt. Juliet has received and reviewed bids and finds Adams Contracting, LLC (“Contractor”) to be the lowest responsive, responsible bidder for the project; and

WHEREAS, the City of Mt. Juliet desires to award the construction contract to the Contractor for construction of the Project.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Mt. Juliet, Wilson County, Tennessee as follows:

Section 1. The Board of Commissioners approves the contract with the Contractor in the total amount of \$1,668,673.37 for the construction of the Project.

Section 2. Mayor James Maness is hereby authorized to execute the said contract with the Contractor.

BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this resolution.

This resolution shall take effect on the earliest date allowed by law.

PASSED:

RESOLUTION -2026

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Executive Summary

The project: This project will extend the Town Center Greenway from S. Greenhill Road to Mt. Juliet Elementary School providing multimodal connectivity from the Willoughby Station and Mt. Vernon neighborhoods to the school.

Contract: The City of Mt. Juliet has received and reviewed bids and finds Adams Contracting, LLC to be the lowest responsive, responsible bidder for the project in the amount of \$1,668,673.37. The City received one other bid in the amount of \$1,876,519.14

Funding: This is a federally funded grant project that covers 80% of the project costs with the City being responsible for the 20% match. The low bid of \$1,668,673.37 is well within budget.

Official act: This resolution is to provide formal support of the contract and to authorize the Mayor to sign the contract.

PROPOSAL CONTRACT

FOR THE CONSTRUCTION OF

Contract No. 220044

PIN: 132444.00

County: Wilson

Federal Project No.: CM/TAP-M-1952(10)

State Project No.: 95LPLM-F3-127

Local Agency Reference No.:

Description Of Project: West Division St., from Mt. Juliet Elementary School to S Greenhill Rd.

Project Length: 0.614 miles (3,242 linear feet)

Completion Time: On or Before 365 calendar days from the notice to proceed (12 months)

DBE Goal: 0%

By:

City,

St.:

Surety:

ADAMS CONTRACTING, LLC
131 PROSPEROUS PLACE, SUITE 19A
LEXINGTON, KY 40509-1844

NATIONWIDE MUTUAL INSURANCE CO.

TDOT Version: 10/6/2025

BID FORM

PROPOSAL OF:

ADAMS CONTRACTING, LLC
131 PROSPEROUS PLACE, SUITE 19A
LEXINGTON, KY 40509-1844

(Address of Bidder)

organized and existing under the laws of the State of KY and doing business as a Adams Contracting, LLC (insert "a corporation", "a partnership" or "an individual" or otherwise as applicable).

**To the CITY OF MOUNT JULIET
115 CLEMMONS ROAD
MT. JULIET, TENNESSEE, 37122**

In compliance with your Advertisement for Bids, Bidder hereby proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, services and other necessary supplies, in strict accordance with the terms and conditions of plans, specifications and Contract Documents within the number of consecutive calendar days and the prices set forth below for:

By submitting this Bid, Bidder certifies that this Bid has been arrived independently, without consolation, communication or agreement as to any matter relating to this Bid with any other bidder or with any other competitor.

Bidder agrees, upon receipt of the Notice to Proceed, to commence work on the project immediately thereafter and to complete the project within **three hundred and sixty-five (365) calendar days** from the date of the Notice to Proceed.

The Bidder Agrees to furnish and construct all work in accordance with the Contract Documents for the following price(s):

FOOTNOTE	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
-	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1.00	15,000. ⁰⁰	15,000. ⁰⁰
-	201-01	CLEARING AND GRUBBING	LS	1.00	10,000. ⁰⁰	10,000. ⁰⁰
-	202-01.13	REMOVAL OF PIPE (24" ,132+31)	L.F.	8.00	25. ⁰⁰	200. ⁰⁰
-	202-01.14	REMOVAL OF PIPE (15" ,117+75, 128+50)	L.F.	50.00	25. ⁰⁰	1,250. ⁰⁰
1	202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	132.00	25. ⁰⁰	3,300. ⁰⁰
2	202-04.01	REMOVAL OF STRUCTURES (HEADWALL, 130+86.)	LS	1.00	1,250. ⁰⁰	1,250. ⁰⁰
2	202-04.02	REMOVAL OF STRUCTURES (HEADWALL, 132+31.)	LS	1.00	1,250. ⁰⁰	1,250. ⁰⁰
2	202-08.10	REMOVAL OF CURB (STA. 11+35, 11+54, 131+40)	L.F.	38.00	20. ⁰⁰	760. ⁰⁰
3	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	1650.00	25. ⁰⁰	41,250. ⁰⁰
3	203-03	BORROW EXCAVATION	C.Y.	805.00	70. ⁰⁰	56,350. ⁰⁰
-	203-04	PLACING AND SPREADING TOPSOIL	C.Y.	2020.00	15. ⁰⁰	30,300. ⁰⁰
-	203-05	UNDERCUTTING	C.Y.	225.00	90. ⁰⁰	20,250. ⁰⁰
-	209-05	SEDIMENT REMOVAL	C.Y.	100.00	10. ⁰⁰	1,000. ⁰⁰
4	209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	3100.00	5. ⁰⁰	15,500. ⁰⁰
-	209-08.07	ROCK CHECK DAM PER	EACH	2.00	850. ⁰⁰	1,700. ⁰⁰
-	209-09.40	CURB INLET PROTECTION (TYPE 1)	EACH	1.00	300. ⁰⁰	300. ⁰⁰
-	209-40.34	CATCH BASIN PROTECTION (TYPE E)	EACH	6.00	500. ⁰⁰	3,000. ⁰⁰
5	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	1600.00	45. ⁰⁰	72,000. ⁰⁰
5	307-01.07	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M	TON	110.00	160. ⁰⁰	17,600. ⁰⁰
5	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	475.00	155. ⁰⁰	73,625. ⁰⁰
5	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	7.00	1,250. ⁰⁰	8,750. ⁰⁰
5	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	20.00	52. ⁰⁰	1,040. ⁰⁰
5	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	2.50	1,250. ⁰⁰	3,125. ⁰⁰
-	407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	83.00	9. ⁰⁰	747. ⁰⁰
5	411-01.07	ACS MIX (PG-22) GRADING E SHOULDER	TON	350.00	185. ⁰⁰	64,750. ⁰⁰
5	411-02.10	ACS MIX(PG70-22) GRADING D	TON	87.50	265. ⁰⁰	23,187. ⁵⁰
5	415-01.01	COLD PLANING BITUMINOUS PAVEMENT	TON	100.00	135. ⁰⁰	13,500. ⁰⁰
6	602-03.03	PEDESTRIAN BRIDGE	LS	1.00	225,000. ⁰⁰	225,000. ⁰⁰
7	607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	228.00	90. ⁰⁰	20,520. ⁰⁰
7	607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	46.00	150. ⁰⁰	6,900. ⁰⁰

FOOTNOTE	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
-	611-05.01	TRENCH DRAINS	L.F.	33.00	500.00	16,500.00
-	611-07.31	18IN ENDWALL (SIDE DRAIN)	EACH	6.00	4,800.00	28,800.00
-	611-07.54	18IN ENDWALL (CROSS DRAIN) 3:1	EACH	1.00	2,300.00	2,300.00
-	611-07.55	18IN ENDWALL (CROSS DRAIN) 4:1	EACH	4.00	2,500.00	10,000.00
-	611-07.57	24IN ENDWALL (CROSS DRAIN) 3:1	EACH	1.00	3,900.00	3,900.00
-	611-09.01	ADJUSTMENT OF EXISTING CATCHBASIN	EACH	1.00	3,000.00	3,000.00
-	611-42.01	CATCH BASINS, TYPE 42, 0' - 4' DEPTH	EACH	1.00	6,500.00	6,500.00
8	701-01.01	CONCRETE SIDEWALK (4 ")	S.F.	1462.00	17.00	24,854.00
8	701-01.02	CONCRETE SIDEWALK (6 ")	S.F.	739.00	18.00	13,302.00
8	701-01.09	ORNAMENTAL CONCRETE (STAMPED CONCRETE SIDEWALK)	S.F.	390.00	32.00	12,480.00
9	701-02.03	CONCRETE CURB RAMP	S.F.	149.00	65.00	9,685.00
-	702-01	CONCRETE CURB	C.Y.	20.00	1,100.00	22,000.00
10	702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	10.00	800.00	8,000.00
-	702-10.02	WHEEL STOP	EACH	10.00	160.00	1,600.00
2	707-06.01	REMOVAL OF FENCE (T-POST AND WIRE FENCE LINE)	L.F.	46.00	10.00	460.00
-	707-08.01	FENCE	L.F.	3200.00	40.00	128,000.00
-	707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	1065.00	3.00	3195.00
11	709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	30.00	125.00	3750.00
11	709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	21.00	110.00	2310.00
-	712-01	TRAFFIC CONTROL	LS	1.00	65,000.00	65,000.00
-	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	100.00	40.00	4,000.00
-	712-05.01	WARNING LIGHTS (TYPE A)	EACH	20.00	20.00	400.00
-	712-06	SIGNS (CONSTRUCTION)	S.F.	345.00	7.00	2415.00
-	712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	130.00	19.00	2470.00
12	713-15.02	REMOVAL & RELOCATION OF SIGN & SUPPORT	EACH	1.00	160.00	160.00
13	713-16.20	SIGNS (MUTCD SIGN - R10-15)	EACH	1.00	270.00	270.00
13	713-16.21	SIGNS (ADA PARKING SIGN)	EACH	1.00	200.00	200.00
13	713-16.22	SIGNS (MUTCD SIGN - R1-5B)	EACH	2.00	290.00	580.00
13	713-16.23	SIGNS (MUTCD SIGN - R4-7)	EACH	2.00	200.00	400.00
13	713-16.24	SIGNS (MUTCD SIGN - R-8)	EACH	1.00	180.00	180.00

FOOTNOTE	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
13	713-16.26	SIGNS (MUTCD SIGN - R-8A)	EACH	1.00	17. ⁰⁰	17. ⁰⁰
13	713-16.27	SIGNS (MUTCD SIGN - S1-1)	EACH	2.00	326. ⁰⁰	652. ⁰⁰
13	713-16.30	SIGNS (MUTCD SIGN - W11-2)	EACH	4.00	310. ⁰⁰	1240. ⁰⁰
13	713-16.32	SIGNS (MUTCD SIGN - W16-2AP)	EACH	2.00	33. ⁰⁰	66. ⁰⁰
13	713-16.33	SIGNS (MUTCD SIGN - W16-7P)	EACH	4.00	33. ⁰⁰	132. ⁰⁰
13	713-16.35	SIGNS (MUTCD SIGN - OM1-1)	EACH	2.00	54. ⁰⁰	108. ⁰⁰
-	713-16.36	SIGNS (R10-23, 24" x 30")	EACH	2.00	650. ⁰⁰	1300. ⁰⁰
14	714-03	JACKED OR BORED CONDUIT	L.F.	200.00	140. ⁰⁰	28,000. ⁰⁰
-	714-03.01	DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 40)	L.F.	190.00	30. ⁰⁰	5,700. ⁰⁰
-	714-05.04	PULL BOXES (TYPE C)	EACH	5.00	2400. ⁰⁰	12,000. ⁰⁰
15	714-06.03	CABLE (1/C #10 AWG)	L.F.	810.00	2.25	1822. ⁵⁰
16	714-06.05	CABLE (1/C #6 AWG)	L.F.	410.00	3.50	1435. ⁰⁰
17	714-08.09	LIGHT STANDARDS (30' M.H.)	EACH	3.00	2350. ⁰⁰	7050. ⁰⁰
17	714-08.28	FOUNDATION FOR LIGHT STANDARDS - ROADWAY (30' STANDARD)	EACH	3.00	3,000. ⁰⁰	9,000. ⁰⁰
18	714-09.47	LED LUMINAIRES (74 WATT)	EACH	4.00	2,000. ⁰⁰	8,000. ⁰⁰
-	716-02.04	PLASTIC PAVEMENT MARKING(CHANNELIZATION STRIPING)	S.Y.	16.00	38. ⁰⁰	608. ⁰⁰
19	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	78.00	22. ⁰⁰	1716. ⁰⁰
19	716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	210.00	22. ⁰⁰	4620. ⁰⁰
-	716-02.12	PLASTIC PAVEMENT MARKING (8IN LINE)	L.M.	0.02	8500. ⁰⁰	170. ⁰⁰
19	716-04.10	PLASTIC PAVEMENT MARKING (HANDICAP SYMBOL)	EACH	1.00	480. ⁰⁰	480. ⁰⁰
19	716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	18.00	47. ⁰⁰	882. ⁰⁰
-	716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	0.07	1200. ⁰⁰	84. ⁰⁰
-	716-05.20	PAINTED PAVEMENT MARKING (6" LINE)	L.M.	0.50	1470. ⁰⁰	735. ⁰⁰
-	716-13.06	SPRAY THERMO PAVEMENT MARKING (6" LINE)	L.M.	0.04	5980. ⁰⁰	239. ²⁰
-	716-80.01	PROTECTIVE BOLLARDS	EACH	14.00	835. ⁰⁰	11,690. ⁰⁰
20	717-01	MOBILIZATION	LS	1.00	165,000. ⁰⁰	165,000. ⁰⁰
-	721-01.01	BENCH	EACH	4.00	1810. ⁰⁰	7240. ⁰⁰
-	721-01.02	TRASH RECEPTACLE	EACH	3.00	1670. ⁰⁰	5010. ⁰⁰
21	730-01.03	MODIFICATION OF EXISTING TRAFFIC SIGNAL EQUIPMENT	EACH	1.00	3500. ⁰⁰	3500. ⁰⁰
-	730-03.21	INSTALL PULLBOX (TYPE B)	EACH	5.00	1630. ⁰⁰	8150. ⁰⁰

FOOTNOTE	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
-	730-05.04	MODIFYING EXISTING ELECTRICAL SERVICE CONNECTION	EACH	1.00	3960. ⁰⁰	3960. ⁰⁰
22	730-05.05	ELECTRICAL SERVICE CONNECTION (PHB)	EACH	1.00	6130. ⁰⁰	6130. ⁰⁰
-	730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	590.00	3.50	2065. ⁰⁰
-	730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	80.00	3.75	300. ⁰⁰
23	730-12.02	CONDUIT 2" DIAMETER (PVC SCHEDULE 40)	L.F.	30.00	30.50	915. ⁰⁰
-	730-12.16	CONDUIT (2" DIAMETER SCHEDULE 80 PVC, DIRECTIONAL DRILL)	L.F.	170.00	142. ⁰⁰	24,140. ⁰⁰
-	730-15.07	CABINET (ATC, POLE MOUNTED)	EACH	1.00	27,000. ⁰⁰	27,000. ⁰⁰
24	730-16.04	CONTROLLER (ATC)	EACH	1.00	11,000. ⁰⁰	11,000. ⁰⁰
25	730-23.28	PEDESTAL POLE (TYPE A)	EACH	1.00	3810. ⁰⁰	3810. ⁰⁰
26	730-25.01	CANTILEVER SIGNAL SUPPORT (1 ARM @ 50')	EACH	1.00	31,000. ⁰⁰	31,000. ⁰⁰
-	730-26.11	COUNTDOWN PED SGNL HEAD W/AUDIBLE PUSHBUTTON & 15IN SIGN	EACH	4.00	2870. ⁰⁰	11,480. ⁰⁰
27	730-50.25	PEDESTRIAN HYBRID BEACON ASSEMBLY	EACH	2.00	3110. ⁰⁰	6220. ⁰⁰
28	740-10.03	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	90.00	16. ⁰⁰	1440. ⁰⁰
-	801-01	SEEDING WITH MULCH	UNIT	215.00	50. ⁰⁰	10,750. ⁰⁰
29	801-03	WATER (SEEDING AND SODDING)	MG	17.00	163. ⁰⁰	2771. ⁰⁰
-	802-04.01	GROUND COVER (DWARF LOBED TICKSEED)	SY	7.00	60. ⁰⁰	420. ⁰⁰
-	802-04.02	GROUND COVER (SOUTHERN RIPARIAN SEED MIX)	SY	221.13	9. ⁰⁰	1990. ¹⁷
30	920-20.53	PEDESTRIAN BOARDWALK (108+60.63-109+20.63)	LS	1.00	90,000. ⁰⁰	90,000. ⁰⁰
-	920-20.68	BOLLARD (REMOVABLE)	EACH	6.00	1920. ⁰⁰	11,520. ⁰⁰
31	920-20.88	PLANTER SEAT WALL	LS	1.00	25,000. ⁰⁰	25,000. ⁰⁰

TOTAL COST	1,668,673.37
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FOOTNOTE	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
FOOTNOTES						
1		REMOVAL OF EXISTING ASPHALT DRIVE (SHEET EXISTING CONDITIONS AND DEMOLITION PLAN SHEETS)				
2		INCLUDES SAW CUTTING (SEE EXISTING CONDITIONS AND DEMOLITION PLAN SHEETS)				
3		INCLUDES EXCAVATION FOR SIDEWALK SECTION, ALL CUT AREAS, AND EXCAVATION OF GRAVEL AREAS AND DRIVEWAYS. INCLUDES EXCAVATION OF FIRST 6" OF TOPSOIL ON SITE AND STOCKPILE OF MATERIALS.				
4		SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATIONS FOR MAINTENANCE REPLACEMENT. ALL QUANTITIES ARE TO BE USED AS DIRECTED BY THE ENGINEER.				
5		SEE ASPHALT FULL DEPTH PAVEMENT SECTION ON TYPICAL SECTION SHEET				
6		STRUCTURE #1, SEE STRUCTURES SHEETS FOR ADDITIONAL NOTES TO BE INCLUDED IN THIS ITEM, STA. 129+96.79 - 130+46.79				
7		BEDDING MATERIALS SHALL BE INCLUDED IN THE COST OF PIPE.				
8		ITEM NUMBER INCLUDES 4" BASE STONE AND WELDED WIRE MESH				
9		ITEM NUMBER SHALL CONSIST OF CONCRETE FOR CURB RAMPS, INCLUDING 4" OF BASE STONE, WELDED WIRE MESH, AND DETECTABLE WARNING SURFACES.				
10		ITEM NUMBER INCLUDES JOINTS, ANY CIRCULAR SECTION REQUIRED TO BE BUILT CONFORMING TO SECTIONS SHOWN IN TDOT STD. DRAWING RP-VC-10				
11		INCLUDES CONSTRUCTION ENTRANCE, OUTLET PROTECTION, AND STABILIZATION FOR BRIDGE END BENTS				
12		ITEM NUMBER INCLUDES ANY NECESSARY RELOCATION OF EXISTING SIGN PANELS AND SUPPORTS TO A NEW LOCATION AS INDICATED ON THE PLANS.				
13		SEE PLAN AND PROFILE SHEETS FOR SIGN LOCATIONS				
14		LIGHTING CONDUIT FOR INSTALLATION UNDER ROADWAYS, DIRECTIONAL BORING ONLY.				
15		#10 AWG CONDUCTORS TO BE USED FOR ELECTRICAL LIGHTING OF LUMINAIRES.				
16		#6 AWG CONDUCTORS TO BE INSTALLED AS GROUND CONDUCTOR FOR ALL UNDERGROUND CIRCUITS.				
17		SEE STANDARD DRAWING T-L-1.				
18		FIXTURES WITH THE FOLLOWING SPECIFICATIONS SHALL BE USED IN THE PROJECT: HOLOPHANE MGLED M P12 40K MVOLT MR PR7 CONTACT ENGINEER FOR APPROVAL OF FIXTURE SPECIFICATIONS PRIOR TO ORDERING.				
19		CONTRACTOR MAY ELECT TO SUBSTITUTE PREFORMED PLASTIC FOR THERMOPLASTIC. PREFORMED PLASTIC SHALL BE PAID FOR AT THE SAME UNIT PRICE AS BID FOR THERMOPLASTIC				
20		SHALL INCLUDE THE COST TO INSTALL, MAINTAIN THROUGHOUT THE DURATION OF CONSTRUCTION, AND REMOVE A DESIGNATED TEMPORARY CONCRETE WASHOUT STATION. THIS WASHOUT STATION SHALL COLLECT AND RETAIN ALL CONCRETE WASHOUT WATER AND SOLIDS IN A LEAK PROOF CONTAINER AS DEPICTED ON THE PROJECT PLANS.				
21		MODIFY EXISTING SIGNAL CABINET TO INSTALL 15 AMP CIRCUIT BREAKER INSIDE OF THE CABINET FOR LUMINAIRE LIGHTING.				
22		THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE LOCAL UTILITY TO OBTAIN THE ESTIMATE FOR ANY CHARGES BY THE UTILITY FOR PROVIDING ELECTRICAL SERVICE TO THE SIGNAL CONTROLLER. THESE CHARGES AND ANY OTHER EQUIPMENT NECESSARY FOR A COMPLETE SERVICE CONNECTION SHALL BE INCLUDED IN THE PRICE BID FOR THIS ITEM FOR PAYMENT BY THE CONTRACTOR.				
23		TRENCHING SHALL BE INCLUDED IN THE COST OF CONDUIT.				
24		CONTROLLER SHALL BE A MCCAIN FLEX CONTROLLER.				
25		PEDESTAL POLE TO BE 10 FEET IN HEIGHT.				
26		LUMINAIRE ARMS REQUIRED FOR SIGNAL-MOUNTED LUMINAIRES ARE INCLUDED IN THE SIGNAL POLE QUANTITIES. SEE SPECIAL PROVISION 700SIG FOR POLE DESIGN REQUIREMENTS. BID ITEM SHALL INCLUDE THE COST OF ALL MATERIALS AND LABOR NECESSARY FOR COMPLETE INSTALLATION OF THE POLE FOUNDATION. SELECT THE APPROPRIATE FOUNDATION DESIGN FROM STANDARD				
27		THIS BID ITEM SHALL INCLUDE ALL EQUIPMENT AND WORK NECESSARY TO INSTALL TWO (2) OVERHEAD PEDESTRIAN HYBRID BEACONS, AN OFFSET LUMINAIRE, AND A R10-23 SIGN. THE ASSEMBLY INCLUDES MOUNTING BRACKETS, HARDWARE, WIRING, AND ANY OTHER INCIDENTAL ITEMS FOR A COMPLETE AND FULLY OPERATIONAL SYSTEM.				
28		GEOTEXTILE FABRIC PROPOSED UNDER OUTLET DISSIPATION AND CONSTRUCTION ENTRANCE RIP RAP				
29		INCLUDES 0.75 THOUSAND GALLONS FOR EROSION PREVENTION AND SEDIMENT CONTROL.				
30		STRUCTURE #2, SEE STRUCTURES SHEETS FOR ADDITIONAL NOTES TO BE INCLUDED IN THIS ITEM				
31		SEE DETAIL SHEET CO-05 FOR PLANTER SEAT WALL, INCLUDES COST OF INSTALLATION AND MATERIALS				

ONE Million Six Hundred Sixty Eight Thousand Six Hundred ~~Seventy~~ ^{Seventy-Three} Dollars and ~~thirty~~ ^{thirty Seven} Cents
and _____ /100 Dollars,

\$ 1,668,673.³⁷

Note: This project shall be awarded to the lowest responsive and qualified bidder based upon the sum of the base bids for this project (West Division St., from Mt. Juliet Elementary School to S. Green Hill Rd. in Mount Juliet.) (PIN: 132444.00).

The Bidder acknowledges that he (she) has received the following addenda. The modifications to the Bid Documents noted therein have been considered and all cost thereto are included in the Bid Sum.

- A. Addendum Number 1 Dated 1/13/2026
- B. Addendum Number 2 Dated 1/13/2026
- C. Addendum Number 3 Dated 1/16/2026
- D. Addendum Number 4 Dated 1/20/2026
- E. Addendum Number 5 Dated 1/21/2026

NOTE:

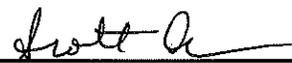
The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

Company Address: _____

ADAMS CONTRACTING, LLC
 131 PROSPEROUS PLACE, SUITE 19A
 LEXINGTON, KY 40509-1844

Company Telephone #: 859-629-4948 Fax #: NONE

Name of Person Signing Bid: SCOTT ADAMS, P.E.

Signature: 

Title of Person Signing Bid: PRESIDENT

Date: 1/22/2026
Bid Award

END OF BID FORM

City of Mt. Juliet, TENNESSEE

CONTRACT NO. 220044

This agreement is made and executed in three (3) originals, between the City of Mt. Juliet, and _____ hereinafter referred to as the "Contractor."

WITNESSETH

The City of Mt. Juliet did advertise for, receive and accept a bid from the Contractor for work on the above identified contract.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

1. The contract between the parties consists of the following "Contract Documents" all of which constitute one instrument:
 - (a) the Instructions to Bidders
 - (b) the Proposal
 - (c) all conditions and terms of this Contract form
 - (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
 - (e) the most current version of the *Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction* (herein referred to as *TDOT Standard Specifications*)
 - (f) Supplemental Specifications
 - (g) Revisions and Additions
 - (h) Special Provisions
 - (i) Addenda
 - (j) The most current version of the TDOT Standard Drawings
 - (k) The Contract Plans,
 - (l) The Work Order
 - (m) Construction Changes
 - (n) Supplemental Agreements

All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Supplemental Specifications will govern over the TDOT Standard Specifications; the TDOT Standard Specifications will govern over the local government standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans, typical cross sections and approved working drawings will govern over Standard Drawings.
3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and

workmanlike manner, to the satisfaction of the appropriate official of the City of Mt. Juliet.

4. The City of Mt. Juliet agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the TDOT Standard Specifications, Supplemental Specifications and applicable Special Provisions.
5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the City of Mt. Juliet and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the City of Mt. Juliet under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of seven (7) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the City of Mt. Juliet, the State, the Comptroller of the Treasury, the Tennessee Department of Transportation, or their duly appointed representatives.
6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the City of Mt. Juliet as an additional insured.
7. The Contractor shall indemnify and hold harmless the City of Mt. Juliet and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trademark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the City of Mt. Juliet may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the City of Mt. Juliet to protect the City of Mt. Juliet from loss therefrom. Upon resolution of the suit, action or claim, any remaining retained funds will be released.
8. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract but will not proceed until it has received official "Notice to Proceed". This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be signed and executed by their respective authorized agents or officials.

_____ Contractor 1	_____ Contractor 2*
By: _____	By: _____
_____ Print Name and Title	_____ Print Name and Title
_____ Date	_____ Date

City of Mt. Juliet, TENNESSEE

This Contract is accepted _____ day of _____,
this _____

and is effective on the _____ day of _____,

[CITY/COUNTY Official]

Approved:

City of Mt. Juliet Attorney

***NOTE: The signature and information for Contractor 2 is to be provided when there is a joint venture.**

PROJECT NAME	TOWN CENTER TRAIL PHASE 3	DATE	REVISION LOG	
PIN NUMBER	132444.00	5/22/2025	INITIAL CONSTRUCTION	REVISED BY:
LOCATION	MT. JUJUIET, TN	6/24/2025	CONSTRUCTION RESUBMITTAL	LEB, JJS, AMA
KHA PROJECT NUMBER	118168013			
BASIS OF EST.	INITIAL CONSTRUCTION PLANS	2/4/2026	BID TABULATIONS	LEB/TSM
INITIAL SUBMITTAL	4/8/2025			
PREPARED BY	JJS/LEB			

SUMMARY OF ESTIMATED QUANTITIES										
FOOTNOTE	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	ADAM UNIT COST	ADAM TOTAL COST	GRADE A UNIT COST	GRADE A TOTAL COST
-	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1.00	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00	\$ 46,986.65	\$ 46,986.65
-	201-01	CLEARING AND GRUBBING	LS	1.00	\$ 40,000.00	\$ 40,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,502.60	\$ 10,502.60
-	202-01.13	REMOVAL OF PIPE [24" ,132+31]	L.F.	8.00	\$ 50.00	\$ 400.00	\$ 25.00	\$ 200.00	\$ 154.95	\$ 1,239.60
-	202-01.14	REMOVAL OF PIPE (15" ,117+75, 128+50)	L.F.	50.00	\$ 50.00	\$ 2,500.00	\$ 25.00	\$ 1,250.00	\$ 58.25	\$ 2,912.50
1	202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	132.00	\$ 25.00	\$ 3,300.00	\$ 25.00	\$ 3,300.00	\$ 48.85	\$ 6,448.20
2	202-04.01	REMOVAL OF STRUCTURES (HEADWALL, 130+86.)	LS	1.00	\$ 2,000.00	\$ 2,000.00	\$ 1,250.00	\$ 1,250.00	\$ 1,239.50	\$ 1,239.50
2	202-04.02	REMOVAL OF STRUCTURES (HEADWALL, 132+31.)	LS	1.00	\$ 2,000.00	\$ 2,000.00	\$ 1,250.00	\$ 1,250.00	\$ 1,797.00	\$ 1,797.00
2	202-08.10	REMOVAL OF CURB (STA. 11+35, 11+54, 131+40)	L.F.	38.00	\$ 25.00	\$ 950.00	\$ 20.00	\$ 760.00	\$ 31.05	\$ 1,179.90
3	203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	1650.00	\$ 30.00	\$ 49,500.00	\$ 25.00	\$ 41,250.00	\$ 54.50	\$ 89,925.00
3	203-03	BORROW EXCAVATION	C.Y.	805.00	\$ 40.00	\$ 32,200.00	\$ 70.00	\$ 56,350.00	\$ 76.65	\$ 61,703.25
-	203-04	PLACING AND SPREADING TOPSOIL	C.Y.	2020.00	\$ 15.00	\$ 30,300.00	\$ 15.00	\$ 30,300.00	\$ 60.90	\$ 123,018.00
-	203-05	UNDERCUTTING	C.Y.	225.00	\$ 40.00	\$ 9,000.00	\$ 90.00	\$ 20,250.00	\$ 148.35	\$ 33,378.75
-	209-05	SEDIMENT REMOVAL	C.Y.	100.00	\$ 25.00	\$ 2,500.00	\$ 10.00	\$ 1,000.00	\$ 69.75	\$ 6,975.00
4	209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	3100.00	\$ 10.00	\$ 31,000.00	\$ 5.00	\$ 15,500.00	\$ 7.40	\$ 22,940.00
-	209-08.07	ROCK CHECK DAM PER	EACH	2.00	\$ 50.00	\$ 100.00	\$ 850.00	\$ 1,700.00	\$ 1,207.90	\$ 2,415.80
-	209-09.40	CURB INLET PROTECTION (TYPE 1)	EACH	1.00	\$ 50.00	\$ 50.00	\$ 300.00	\$ 300.00	\$ 557.85	\$ 557.85
-	209-40.34	CATCH BASIN PROTECTION (TYPE E)	EACH	6.00	\$ 200.00	\$ 1,200.00	\$ 500.00	\$ 3,000.00	\$ 292.45	\$ 1,754.70
5	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	1600.00	\$ 65.00	\$ 104,000.00	\$ 45.00	\$ 72,000.00	\$ 43.75	\$ 70,000.00
5	307-01.07	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M	TON	110.00	\$ 150.00	\$ 16,500.00	\$ 160.00	\$ 17,600.00	\$ 209.30	\$ 23,023.00
5	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	475.00	\$ 150.00	\$ 71,250.00	\$ 155.00	\$ 73,625.00	\$ 177.10	\$ 84,122.50
5	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	7.00	\$ 1,500.00	\$ 10,500.00	\$ 1,250.00	\$ 8,750.00	\$ 1,683.20	\$ 11,782.40
5	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	20.00	\$ 150.00	\$ 3,000.00	\$ 52.00	\$ 1,040.00	\$ 117.10	\$ 2,342.00
5	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	2.50	\$ 1,500.00	\$ 3,750.00	\$ 1,250.00	\$ 3,125.00	\$ 1,768.85	\$ 4,422.13
-	407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	83.00	\$ 4.00	\$ 332.00	\$ 9.00	\$ 747.00	\$ 3.50	\$ 290.50
5	411-01.07	ACS MIX (PG-22) GRADING E SHOULDER	TON	350.00	\$ 150.00	\$ 52,500.00	\$ 185.00	\$ 64,750.00	\$ 207.10	\$ 72,485.00
5	411-02.10	ACS MIX (PG70-22) GRADING D	TON	87.50	\$ 160.00	\$ 14,000.00	\$ 265.00	\$ 23,187.50	\$ 243.95	\$ 21,345.63
5	415-01.01	COLD PLANING BITUMINOUS PAVEMENT	TON	100.00	\$ 40.00	\$ 4,000.00	\$ 135.00	\$ 13,500.00	\$ 220.60	\$ 22,060.00
6	602-03.03	PEDESTRIAN BRIDGE	LS	1.00	\$ 300,000.00	\$ 300,000.00	\$ 225,000.00	\$ 225,000.00	\$ 123,452.50	\$ 123,452.50
7	607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	228.00	\$ 145.00	\$ 33,060.00	\$ 90.00	\$ 20,520.00	\$ 114.40	\$ 26,083.20
7	607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	46.00	\$ 155.00	\$ 7,130.00	\$ 150.00	\$ 6,900.00	\$ 150.60	\$ 6,927.60
-	611-05.01	TRENCH DRAINS	L.F.	33.00	\$ 300.00	\$ 9,900.00	\$ 500.00	\$ 16,500.00	\$ 424.65	\$ 14,013.45
-	611-07.31	18IN ENDWALL (SIDE DRAIN)	EACH	6.00	\$ 4,500.00	\$ 27,000.00	\$ 4,800.00	\$ 28,800.00	\$ 4,402.00	\$ 26,412.00
-	611-07.54	18IN ENDWALL (CROSS DRAIN) 3:1	EACH	1.00	\$ 3,500.00	\$ 3,500.00	\$ 2,300.00	\$ 2,300.00	\$ 4,778.45	\$ 4,778.45
-	611-07.55	18IN ENDWALL (CROSS DRAIN) 4:1	EACH	4.00	\$ 3,500.00	\$ 14,000.00	\$ 2,500.00	\$ 10,000.00	\$ 4,721.40	\$ 18,885.60
-	611-07.57	24IN ENDWALL (CROSS DRAIN) 3:1	EACH	1.00	\$ 4,500.00	\$ 4,500.00	\$ 3,900.00	\$ 3,900.00	\$ 5,497.95	\$ 5,497.95
-	611-09.01	ADJUSTMENT OF EXISTING CATCHBASIN	EACH	1.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,505.75	\$ 1,505.75
-	611-42.01	CATCH BASINS, TYPE 42, 0' - 4' DEPTH	EACH	1.00	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 6,500.00	\$ 4,286.40	\$ 4,286.40
8	701-01.01	CONCRETE SIDEWALK (4")	S.F.	1462.00	\$ 12.00	\$ 17,544.00	\$ 17.00	\$ 24,854.00	\$ 13.40	\$ 19,590.80
8	701-01.02	CONCRETE SIDEWALK (6")	S.F.	739.00	\$ 20.00	\$ 14,780.00	\$ 18.00	\$ 13,302.00	\$ 18.35	\$ 13,560.65
8	701-01.09	ORNAMENTAL CONCRETE (STAMPED CONCRETE SIDEWALK)	S.F.	390.00	\$ 40.00	\$ 15,600.00	\$ 32.00	\$ 12,480.00	\$ 27.30	\$ 10,647.00
9	701-02.03	CONCRETE CURB RAMP	C.Y.	149.00	\$ 40.00	\$ 5,960.00	\$ 65.00	\$ 9,685.00	\$ 78.05	\$ 11,629.45
-	702-01	CONCRETE CURB	C.Y.	20.00	\$ 800.00	\$ 16,000.00	\$ 1,100.00	\$ 22,000.00	\$ 824.15	\$ 16,483.00
-	702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	10.00	\$ 700.00	\$ 7,000.00	\$ 800.00	\$ 8,000.00	\$ 810.15	\$ 8,101.50
-	702-10.02	WHEEL STOP	EACH	10.00	\$ 50.00	\$ 500.00	\$ 160.00	\$ 1,600.00	\$ 140.40	\$ 1,404.00
2	707-06.01	REMOVAL OF FENCE (T-POST AND WIRE FENCE LINE)	L.F.	46.00	\$ 10.00	\$ 460.00	\$ 10.00	\$ 460.00	\$ 21.30	\$ 979.80
-	707-08.01	FENCE	L.F.	3200.00	\$ 25.00	\$ 80,000.00	\$ 40.00	\$ 128,000.00	\$ 18.70	\$ 59,840.00
-	707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	1065.00	\$ 3.00	\$ 3,195.00	\$ 3.00	\$ 3,195.00	\$ 1.80	\$ 1,917.00
11	709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	30.00	\$ 85.00	\$ 2,550.00	\$ 125.00	\$ 3,750.00	\$ 95.40	\$ 2,862.00
11	709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	21.00	\$ 85.00	\$ 1,785.00	\$ 110.00	\$ 2,310.00	\$ 95.40	\$ 2,003.40
-	712-01	TRAFFIC CONTROL	LS	1.00	\$ 75,000.00	\$ 75,000.00	\$ 65,000.00	\$ 65,000.00	\$ 54,620.25	\$ 54,620.25
-	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	100.00	\$ 50.00	\$ 5,000.00	\$ 40.00	\$ 4,000.00	\$ 19.25	\$ 1,925.00
-	712-05.01	WARNING LIGHTS (TYPE A)	EACH	20.00	\$ 30.00	\$ 600.00	\$ 20.00	\$ 400.00	\$ 13.00	\$ 260.00
-	712-06	SIGNS (CONSTRUCTION)	S.F.	345.00	\$ 15.00	\$ 5,175.00	\$ 7.00	\$ 2,415.00	\$ 9.80	\$ 3,381.00
-	712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	130.00	\$ 30.00	\$ 3,900.00	\$ 19.00	\$ 2,470.00	\$ 13.80	\$ 1,794.00
12	713-15.02	REMOVAL & RELOCATION OF SIGN & SUPPORT	EACH	1.00	\$ 500.00	\$ 500.00	\$ 160.00	\$ 160.00	\$ 218.40	\$ 218.40
13	713-16.20	SIGNS (MUTCD SIGN - R10-15)	EACH	1.00	\$ 480.00	\$ 480.00	\$ 270.00	\$ 270.00	\$ 1,544.40	\$ 1,544.40
13	713-16.21	SIGNS (ADA PARKING SIGN)	EACH	1.00	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00	\$ 1,248.00	\$ 1,248.00
13	713-16.22	SIGNS (MUTCD SIGN - R1-5B)	EACH	2.00	\$ 500.00	\$ 1,000.00	\$ 290.00	\$ 580.00	\$ 239.20	\$ 478.40
13	713-16.23	SIGNS (MUTCD SIGN - R4-7)	EACH	2.00	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00	\$ 239.20	\$ 478.40
13	713-16.24	SIGNS (MUTCD SIGN - R-8)	EACH	1.00	\$ 500.00	\$ 500.00	\$ 180.00	\$ 180.00	\$ 239.20	\$ 239.20
13	713-16.26	SIGNS (MUTCD SIGN - R-8A)	EACH	1.00	\$ 500.00	\$ 500.00	\$ 170.00	\$ 170.00	\$ 239.20	\$ 239.20
13	713-16.27	SIGNS (MUTCD SIGN - S1-1)	EACH	2.00	\$ 500.00	\$ 1,000.00	\$ 326.00	\$ 652.00	\$ 280.80	\$ 561.60
13	713-16.30	SIGNS (MUTCD SIGN - W11-2)	EACH	4.00	\$ 500.00	\$ 2,000.00	\$ 310.00	\$ 1,240.00	\$ 364.00	\$ 1,456.00
13	713-16.32	SIGNS (MUTCD SIGN - W16-2AP)	EACH	2.00	\$ 500.00	\$ 1,000.00	\$ 33.00	\$ 66.00	\$ 364.00	\$ 728.00
13	713-16.33	SIGNS (MUTCD SIGN - W16-7P)	EACH	4.00	\$ 500.00	\$ 2,000.00	\$ 33.00	\$ 132.00	\$ 364.00	\$ 1,456.00
13	713-16.35	SIGNS (MUTCD SIGN - OM1-1)	EACH	2.00	\$ 500.00	\$ 1,000.00	\$ 54.00	\$ 108.00	\$ 182.00	\$ 364.00
-	713-16.36	SIGNS (R10-23, 24" x 30")	EACH	2.00	\$ 350.00	\$ 700.00	\$ 650.00	\$ 1,300.00	\$ 988.00	\$ 1,976.00
14	714-03	JACKED OR BORED CONDUIT	L.F.	200.00	\$ 85.00	\$ 17,000.00	\$ 140.00	\$ 28,000.00	\$ 135.20	\$ 27,040.00
-	714-03.01	DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 40)	L.F.	190.00	\$ 45.00	\$ 8,550.00	\$ 30.00	\$ 5,700.00	\$ 29.10	\$ 5,529.00
-	714-05.04	PULL BOXES (TYPE C)	EACH	5.00	\$ 2,000.00	\$ 10,000.00	\$ 2,400.00	\$ 12,000.00	\$ 2,288.00	\$ 11,440.00
15	714-06.03	CABLE (1/C #10 AWG)	L.F.	810.00	\$ 5.00	\$ 4,050.00	\$ 1,822.50	\$ 1,476.00	\$ 2.10	\$ 1,701.00
16	714-06.05	CABLE (1/C #6 AWG)	L.F.	410.00	\$ 2.50	\$ 1,025.00	\$ 3.50	\$ 1,435.00	\$ 3.10	\$ 1,271.00
17	714-08.09	LIGHT STANDARDS (30' M.H.)	EACH	3.00	\$ 15,000.00	\$ 45,000.00	\$ 2,350.00	\$ 7,050.00	\$ 2,246.40	\$ 6,739.20
17	714-08.28	FOUNDATION FOR LIGHT STANDARDS - ROADWAY (30' STANDARD)	EACH	3.00	\$ 3,000.00	\$ 9,000.00	\$ 3,000.00	\$ 9,000.00	\$ 2,600.00	\$ 7,800.00
18	714-09.47	LED LUMINAIRES (74 WATT)	EACH	4.00	\$ 2,500.00	\$ 10,000.00	\$ 2,000.00	\$ 8,000.00	\$ 1,934.40	\$ 7,737.60
-	716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	16.00	\$ 30.00	\$ 480.00	\$ 38.00	\$ 608.00	\$ 41.60	\$ 665.60
-	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	78.00	\$ 30.00	\$ 2,340.00	\$ 22.00	\$ 1,716.00	\$ 31.20	\$ 2,433.60
-	716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	210.00	\$ 50.00	\$ 10,500.00	\$ 22.00	\$ 4,620.00	\$ 57.20	\$ 12,012.00
-	716-02.12	PLASTIC PAVEMENT MARKING (BIN LINE)	L.M.	0.02	\$ 5,000.00	\$ 100.00	\$ 8,500.00	\$ 170.00	\$ 26,000.00	\$ 520.00
-	716-04.10	PLASTIC PAVEMENT MARKING (HANDICAP SYMBOL)	EACH	1.00	\$ 300.00	\$ 300.00	\$ 480.00	\$ 480.00	\$ 780.00	\$ 780.00
-	716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	18.00	\$ 40.00	\$ 720.00	\$ 49.00	\$ 882.00	\$ 62.40	\$ 1,123.20
-	716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	0.07	\$ 3,000.00	\$ 210.00	\$ 1,200.00	\$ 84.00	\$ 3,640.00	\$ 254.80
-	716-05.20	PAINTED PAVEMENT MARKING (6" LINE)	L.M.	0.50	\$ 3,000.00	\$ 1,500.00	\$ 1,470.00	\$ 735.00	\$ 3,640.00	\$ 1,820.00
-	716-13.06	SPRAY THERMO PAVEMENT MARKING (6" LINE)	L.M.	0.04	\$ 3,500.00	\$ 140.00	\$ 5,980.00	\$ 239.20	\$ 26,000.00	\$ 1,040.00
-	716-80.01	PROTECTIVE BOLLARDS	EACH	14.00	\$ 1,000.00	\$ 14,000.00	\$ 835.00	\$ 11,690.00	\$ 884.00	\$ 12,376.00
20	717-01	MOBILIZATION	LS	1.00	\$ 250,000.00	\$ 250,000.00	\$ 165,000.00	\$ 165,000.00	\$ 35,852.60	\$ 35,852.60
-	721-01.01	BENCH	EACH	4.00	\$ 1,500.00	\$ 6,000.00	\$ 1,810.00	\$ 7,240.00	\$	



Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd
Mt. Juliet, TN 37122

Staff Report

File #: 1612
10.H.

Agenda Date: 2/23/2026

Agenda #:

Title:

A RESOLUTION AUTHORIZING THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 2397 N. MT. JULIET ROAD TO BECKWITH SOAP AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT

RESOLUTION 2026 –

A RESOLUTION AUTHORIZING THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 2397 N. MT. JULIET ROAD TO BECKWITH SOAP AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT

WHEREAS, pursuant to Chapter 19, Section 6-19-101 of the Charter of the City of Mt. Juliet, the City is authorized to lease real property; and

WHEREAS, the City is the owner of certain real property located at 2397 North Mt. Juliet Road, Mt. Juliet, Tennessee; and

WHEREAS, the property was previously leased by the City, and such lease has been recently terminated by the Lessee; and

WHEREAS, the City now desires to enter into a new lease agreement for the property with Beckwith Soap; and

WHEREAS, the proposed Lease Agreement for the property has been presented to the Board of Commissioners for its review and consideration.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

Section 1. The Board of Commissioners hereby approves the lease of the City-owned building located at 2397 N. Mt. Juliet Road to Beckwith Soap, under the terms and conditions set forth in the Lease Agreement attached hereto as Exhibit A and incorporated herein by reference.

Section 2. The City Manager is hereby authorized to execute the Lease Agreement with Beckwith Soap and any related documents necessary to carry out the intent of this Resolution.

BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

If any section, clause, or provision or portion of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this resolution.

This resolution shall take effect on the earliest date allowed by law.

PASSED:

RESOLUTION 2026 –

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

LEASE AGREEMENT

This Lease Agreement is made and entered into this 23rd day of February 2026 by and between the City of Mt. Juliet, a political subdivision of the State of Tennessee (hereinafter the "City") and Beckwith Soap, LLC, a Tennessee Limited Liability Company (hereinafter "Lessee"). In consideration of the promises and commitments made herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **PREMISES.** The City hereby leases to Lessee, upon the following terms and conditions, a building located at 2397 N. Mt. Juliet Road, Mt. Juliet, TN 37122 (hereinafter the "Premises"), being approximately 1,200 square feet.
2. **TERM.** The term of this Lease shall commence on February 24, 2026 ("Commencement Date") and shall continue on a month-to-month basis thereafter. This Lease shall automatically renew for successive one (1) month periods unless and until terminated by either party as provided herein. Each successive monthly term shall begin on the first (1st) day of a calendar month and shall end on the last day of such calendar month, unless sooner terminated in accordance with this Lease.
3. **RENT.** Lessee will pay to the City rent in the amount of \$1,400 per month (the "Rent"), payable in advance on the 1st day of each month, beginning April 1, 2026. Rent is delinquent if not received by the 5th of each month. If that day falls on a weekend or legal holiday, the rent is due on the next business day. If Rent is delinquent, then such payment shall, at the option of the City, bear a monthly late charge equal to ten percent (10%) of such payment. Said late charge shall be immediately due and payable with the rent on the first succeeding rental payment date. The total rent due upon each due date shall be paid in full to the City, and no set-off or counterclaims may be deducted by Lessee from the rentals due.

Rent payments should be made payable to City of Mt. Juliet, Tennessee, and may be made by cashier's check, personal check, or money order and delivered to City of Mt. Juliet Finance Department (located at 2425 N. Mt. Juliet Road, Mt. Juliet, Tennessee 37122) or mailed to the City of Mt. Juliet Finance Department, P.O. Box 689, Mt. Juliet, TN 37121. Mailed payments must be received on or before the first of the month.

The City reserves the right to increase the rent that will be paid during any lease renewal period, the terms of which may be stated in a new lease agreement or amendment to this Lease Agreement.

4. **NON-SUFFICIENT FUNDS.** Lessee will be charged a monetary fee of \$25.00 as reimbursement of the expenses incurred by the City for each check that is returned to the City for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all late payments provisions included in this Agreement. All charges will be immediately due from Lessee and failure to make immediate payment will constitute a default under the terms of this Agreement.
5. **POSSESSION.** Lessee will be entitled to possession of the Premises on the Commencement Date and will yield possession to the City on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. Upon expiration or earlier termination of the Lease term, Lessee shall promptly remove all of its goods, equipment, and personal property from the Premises and shall peaceably surrender and deliver possession of the Premises to the City in good condition, ordinary wear and tear excepted.
6. **ACCEPTANCE OF PREMISES.** Lessee acknowledges that Lessee has inspected and accepts the Premises in their present condition. The City has made no warranties with respect to the repair of the Premises or the

suitability of the Premises for Lessee's use and Lessee expressly waives any implied warranty of same. The City shall have no obligation to make modifications to the Premises unless a separate section and/or exhibit is attached hereto which details such improvements.

7. **USE.** Lessee shall only use the Premises as a general retail boutique and related general and lawful business and for no other purpose without the City's prior written consent, and subject to all local, state, and federal regulations regarding use of the premises. The Premises shall be used exclusively for its intended purpose and in compliance with this Section. Lessee shall not permit the Premises or any part of it to be used for:
- (a) the conduct of any offensive, noisy, or dangerous activity that would increase the premiums for insurance on the Premises or otherwise increase the City's costs;
 - (b) any purpose or in any manner that will obstruct, interfere with, or infringe on the rights of owners of adjoining property; or
 - (c) the creation or maintenance of a public nuisance or anything that is against public regulations or rules of any public authority at any time applicable to the Premises;
 - (d) the use or storage of "hazardous materials." As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any federal, state, or local governmental or quasi-governmental authority.

The City reserves the right to use the area outside of the building and front parking lot for other purposes, including but not limited to construction.

8. **TERMINATION.** Either the City or Lessee may terminate this Lease by providing the other party with not less than thirty (30) days' prior written notice of termination. Such notice shall be effective upon delivery in accordance with the notice provisions of this Lease. Termination shall be effective on the last day of a rental period (month) unless otherwise agreed in writing by the parties. Nothing in this section limits the City's right to terminate this Lease for reasons prescribed by law or other sections of this Agreement.
9. **HOLDOVER.** Any continued occupancy by Lessee after termination without the City's written consent shall constitute a holdover tenancy subject to all terms and conditions of this Lease.
10. **INSURANCE.** Lessee agrees to provide at its own expense continuing public liability and property damage insurance in a form satisfactory to the City, with limits of at least One Million Dollars (\$1,000,000) each occurrence and general aggregate for both bodily injury and property damage. All such policies shall endorse the City as an Additional Insured and shall contain a provision that the same may not be canceled or changed without giving the City at least thirty (30) days written notice prior to any such change or expiration or cancellation of any such policy. Lessee must provide a copy of the Declarations and a Certificate of Insurance to the City within 10 days of the Commencement Date.
11. **INDEMNIFICATION.** Lessee agrees for itself, its successors and assigns, to defend, indemnify, and hold the City harmless, including its officers, managers, appointed and elected officials, employees, agents, and affiliates from and against all losses, costs, claims, damages, fines, penalties, expenses, including without limitation attorneys' fees, for any and all liabilities incurred as a result of, or arising out of, any act or omission with regard to the use of the Premises regardless of whether said claim or liability is the result of the acts of Lessee or third parties. This indemnity and hold harmless obligation shall survive termination of this Lease.
12. **SIGNS.** No sign, advertisement, notice, or other lettering will be exhibited, inscribed, painted, or affixed by

Lessee on any part of the outside of the Premises without the prior written consent of the City.

13. **OUTSIDE STORAGE AND DISPLAYS.** No outside storage, including trucks, trailers, or other vehicles, or outside display of merchandise shall be permitted by Lessee.
14. **KEYS AND LOCKS.** Lessee is not permitted to change any lock or place additional locking devices on any door or window of the Premises without the City's written approval prior to installation. If allowed, Lessee must provide the City with keys to any changed lock immediately upon installation.
15. **UTILITIES.** Lessee shall be solely responsible for arranging for and maintaining, in Lessee's own name, all utility services required for the Premises, including but not limited to electricity, water, gas, sewer, telephone, internet, and trash collection. Lessee shall promptly pay all charges for such utility services when due, without offset or deduction, and shall keep all such accounts current throughout this Agreement.
16. **CITY'S RIGHT TO PERFORM.** If Lessee shall default in the performance of any covenant or condition of this Lease required to be performed by Lessee, the City may, at its option, perform such covenant or condition for the account and at the expense of Lessee. The amount of any expense so incurred shall be deemed additional rent and may, at the option of the City, be added to any subsequent installment of the monthly rent due and payable under this Lease, in which event the City shall have the remedies for default in the payment thereof provided by this Lease. The provisions of this paragraph shall survive the termination of this Lease.
17. **CITY'S RIGHT UPON DEFAULT.** If the Premises shall be deserted or vacated for more than seven (7) consecutive days (which in any event Lessee covenants that the insurance herein provided shall be maintained in full force and effect) or if bankruptcy or insolvency proceedings are commenced against or by Lessee in any court, or if proceedings are commenced for the appointment of a Trustee or Receiver of Lessee's property, or if there shall be a default in the payment of rent or any part thereof, or other payment due hereunder, for more than ten (10) days after the due date of said payment (Lessee hereby waives demand and written notice of default from the City), or if there shall be default in the performance of any other covenant, agreement or condition herein contained on the part of Lessee for more than thirty (30) days after written notice by the City, this Lease shall thereupon be terminated at the City's option, and the City shall have the right to re-enter or repossess the Premises and dispossess and remove therefrom Lessee, or other occupants thereof, and their effects, without being liable for any prosecution thereof.
18. **CITY'S RIGHT OF ENTRY.** The City, and its agents or other representatives, shall have the right to enter into and upon the Premises or any part thereof at all reasonable hours for the purpose of inspecting the same or making repairs or alterations which may be necessary for the safety and preservation thereof. Lessee agrees, at any time before the expiration of this Lease, to allow the City to enter upon the Premises and to affix upon any suitable part thereof a notice for reletting same, and that Lessee will not remove same and will permit all persons authorized by the City to view the Premises at reasonable times.
19. **ALTERATIONS.** Lessee shall make no alterations, additions, replacements or improvements to the Premises without the express written consent of the City, which shall not be unreasonably withheld. Any alterations, additions, replacements and improvements made to or upon the Premises during the term of this Lease shall immediately become the property of the City and considered a part of the Premises. Lessee agrees that should it make any alterations, additions, replacements or improvements to the Premises it will not be acting as agent or servant of the City and that it will promptly pay the cost or expense for same. All improvements made to the Premises shall be done in a good workmanlike manner, and done according to Code

requirements from the appropriate governmental agency having jurisdiction. Lessee shall not permit, create, or place any lien or encumbrance of any kind on the Premises. Failure by Lessee to have any such lien or encumbrance removed within thirty (30) days following such filing shall constitute a default hereunder. However, trade fixtures installed by Lessee solely for use in its business shall remain the property of Lessee and may be removed at the expiration of this Lease term, including any applicable renewal terms, provided this Lease shall not then be in default, and provided the Premises be returned to the City in the condition as provided in this Lease.

20. **UPKEEP OF PREMISES.** The City shall, at its own cost and expense, maintain in good repair the roof, foundations, and exterior walls (not including doors, windows and floors); however, the City shall not be obligated to make any repairs of those portions of the Premises that it is obligated to maintain unless it shall be notified in writing by Lessee, and the City shall then have a reasonable period of time to make such repairs; provided, however, that Lessee and not the City shall be responsible for making any such repairs occasioned by the acts of Lessee, its employees, or invitees. The City shall not be liable for any damage or loss occasioned by the City's failure to repair portions of the Premises for which the City is responsible unless it shall have failed to repair the defect within a reasonable time following written demand by Lessee to make the repair. In the event that major repairs are required to the roof, foundation or exterior walls, the City shall have the right to terminate this Lease and require Lessee to deliver possession to the City and thereafter both parties shall be released from any further obligations hereunder.
21. **CASUALTY.** In case the Premises shall be so damaged by fire or other cause as to be rendered untenable (as determined by the City), the City shall have thirty (30) days from date of said casualty to determine the extent of repairs to be done and the time required to perform them. If the damage is such that repairs can be completed within ninety (90) days from commencement of said repairs, the City agrees to make such repairs promptly and to allow Lessee an abatement in rent for such time as the building remains untenable. The City shall commence repairs within sixty (60) days from date of said casualty. If necessary repairs cannot be made within ninety (90) days from date of commencement of such repairs, this Lease shall terminate as of the date the Premises were rendered untenable. In the event of partial loss, the rent shall be abated by a portion equal to the area rendered unfit for use against the total area.
22. **CONDEMNATION.** In the event of the City's receipt of notice of a condemning authority's intention to take by eminent domain a substantial part of the property (as determined by the City) on which the Premises are situated, either party may at any time thereafter, by notice in writing effective on the date of taking or thirty (30) days after the date of service of the notice, whichever shall be earlier, terminate this Lease. In the event of termination of this Lease, Lessee shall have the right to remove all its property and contents but shall have no right to any part of the condemnation settlement or award, except for reasonable moving expenses if specifically set aside for Lessee relocation by the condemning authority.
23. **ASSIGNMENT OR SUBLEASE.** Lessee shall not assign or transfer this Lease or any interest therein, nor sublet the whole or any part of the Premises, nor grant an option for assignment, transfer or sublease for the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law, or by any process or proceeding of any court or otherwise.
24. **LAWS AND REGULATIONS.** In using the Premises, Lessee will comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction.
25. **SURRENDER OF THE PREMISES.** Upon termination of this Lease, by expiration of term, or otherwise,

Lessee shall deliver the Premises to the City in the same condition as when possession was taken, ordinary wear and tear excepted. The Premises shall be returned in good order and condition, cleared of all goods, signs and debris, and broom clean. Lessee shall make good all damages to the Premises (ordinary wear and tear excepted) and shall remain liable for holdover rent until the Premises shall be returned in such order to the City.

26. **AMENDMENTS.** Except as otherwise provided herein, no modification or a mendment of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.
27. **WAIVER.** None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of any party or its agents or employees, and may be waived only by an instrument in writing signed by an authorized representative of the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any of the provisions or of the same provision on any other occasion.
28. **GOVERNING LAW / VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The parties agree that venue for any legal or other dispute arising under the terms of this Agreement shall lie exclusively in the courts of Wilson County, Tennessee or the United States District Court, for the Middle District of Tennessee.
29. **ATTORNEY'S FEES.** Should it become necessary for the City to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
30. **DISPUTE RESOLUTION.** Prior to either party initiating any legal action against the other party for any breach or alleged breach of this Agreement, the parties agree that said dispute shall be submitted to non-binding mediation. The costs of such mediation shall be split equally between the City and Lessee.
31. **SEVERABILITY.** The provisions of this Agreement are severable and the invalidity of one or more provisions shall not be deemed to limit or otherwise affect the construction of any other provision.
32. **HEADINGS.** The descriptive headings of this Agreement have been inserted for convenience and shall not be deemed to limit or otherwise affect the construction of any provision of this Agreement.
33. **NOTICES.** Notices under this Agreement will not be deemed valid unless given or served in writing and hand delivered or forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions will be deemed received on the third day after posting.

To City: *City of Mt. Juliet
Attention: City Manager
2425 N. Mt. Juliet Road
Mt. Juliet, TN 37122*

To Lessee: *Beckwith Soap, LLC
2397 N. Mt. Juliet Road
Mt. Juliet, TN 37122*

34. **ENTIRE AGREEMENT.** This Agreement together with all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed by persons duly authorized, as dated hereafter.

LESSEE: Beckwith Soap, LLC

LESSOR: City of Mt. Juliet

BY: _____

BY: _____

PRINTED: _____

PRINTED: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Approved as to form:

Samantha A. Burnett, City Attorney