



Mt. Juliet, Tennessee

Planning Commission

Agenda - Final

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

Thursday, December 21, 2023

6:30 PM

Commission Chambers

Members: Luke Winchester, Rebecca Christenson, Ted Floyd, Scott Hefner, David Rast, Larry Searcy, Gerard Bullock, Preston George, Linda Armistead

Resources: Jennifer Hamblen, Planning Director, Jon Baughman, Deputy Planning Director, Matt White, Public Works Director, Shane Shamanur, Director of Engineering, Gino Marchetti/Charles Michels - City Attorney

- 1. Call to Order**
- 2. Set Agenda**
- 3. Staff Reports**
- 4. Citizen's Comments**
- 5. Minutes Approval**
 - 5.A.** Approve the minutes for the November 16, 2023 Planning Commission meeting.
- 6. Consent Agenda**
 - 6.A.** Approve the 2023 Required Continuing Education Hours from the 2023 Training Seminars.
 - 6.B.** The Sewer Letter of Credit (70002813) for Wynfield Ph 1 Pump Station/Force Main in the amount of \$498,394.50 can be released.
 - 6.C.** The Sewer Letter of Credit (70002812) for Wynfield Ph. 1 in the amount of \$177,703.50 can be released.
 - 6.D.** The Sewer Letter of Credit (70003479) for Wynfield Ph. 2 in the amount of \$194,098.50 can be released.
 - 6.E.** The Sewer Letter of Credit (70004986) for Wynfield Ph. 3 in the amount of \$91,434.00 can be released.
 - 6.F.** The Sewer Letter of Credit (SLC00005617) for Baird Farms Ph. 2B in the amount of \$63,046.50 can be released.
 - 6.G.** The Sewer Letter of Credit (SLC00005928) for Baird Farms Ph. 3C in the amount of \$50,794.50 can be released.

6.H. The Development Letter of Credit (954255305-90092) for Tuscan Gardens, Ph. 18 in the amount of \$118,802.51 can be released.

6.I. The Sewer Letter of Credit (90021028) for Walton's Grove Ph. 2 in the amount of \$57,106.50 can be released.

6.J. The Development Cashier Check (5300201864) for Townhomes of Hickory Hills Ph. 2 in the amount of \$43,184.88 can be released.

7. Site Plans

7.A. Review the Site Plan for Wash N Roll located at 0 Rutland Drive.

7.B. Review the Site Plan for Andy's Frozen Custard located at 4024 N. Mt. Juliet Road.

8. PUD Amendments

8.A. **Review the PUD Amendment for Homewood Suites located at 80 Belinda Parkway.

8.B. **Review the PUD Amendment for MJ Commons located at 12950 Lebanon Road.

9 Resolutions

9A. A RESOLUTION TO APPROVE THE PURCHASE AND SALE AGREEMENT TO PURCHASE PROPERTY LOCATED AT 4370 OLD LEBANON DIRT ROAD FOR A PURCHASE PRICE OF \$950,000.00 TO BE USED FOR A FUTURE FIRE HALL AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

10. Adjourn

****Indicates item is recommended to the Board of Commissioners. All final design layouts, conditions of approval and final approval will be voted on by the Board of Commissioners at a later date. The public is welcome and invited to attend.**



Mt. Juliet, Tennessee

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

Staff Report

File #: 0462

Agenda Date: 12/21/2023

Agenda #: 5.A.

Title:

Approve the minutes for the November 16, 2023 Planning Commission meeting.



Members: Luke Winchester, Rebecca Christenson, Ted Floyd, Scott Hefner, David Rast, Larry Searcy, Gerard Bullock, Preston George, Linda Armistead

Resources: Jennifer Hamblen, Planning Director, Jon Baughman, Deputy Planning Director, Matt White, Public Works Director, Shane Shamanur, Director of Engineering, Gino Marchetti/Charles Michels - City Attorney

Rollcall

Present Chairperson Luke Winchester, Vice Chair David Rast, Commissioner Gerard Bullock, Commissioner Ted Floyd, Commissioner Rebecca Christenson, Commissioner Scott Hefner, Commissioner Larry Searcy, Commissioner Preston George, and Commissioner Linda Armistead

1. Call to Order

2. Set Agenda

Chairman Winchester stated that item 6.I. The Windtree Pines Ph. 1B Final Plat was added and 9.B. The Rolling Ridge Townhomes PMDP PUD was deferred from the previously published agenda. Vice Chair Rast removed item 6.J. from the consent agenda. There were no objections.

3. Staff Reports

Staff reviewed their reports and updated the commission on projects.

4. Citizen's Comments

Matt Cloud, 125 Old N. Greenhill Rd., He asked about the public notice for the Greenhill Rd. Commercial Development.

Commissioner Jennifer Milelle, 217 Sunny Acres, recognized Leadership Wilson class of 2024.

5. Minutes Approval

5.A. Review the Minutes from the October 19, 2023, Planning Commission Meeting.

Commissioner Floyd requested his nay vote be corrected to abstain on the minutes from October 19, 2023.

A motion was made by Commissioner George, seconded by Commissioner Armistead, that this be approved. The motion carried by the following vote:

RESULT: APPROVED

MOVER: Preston George

SECONDER: Linda Armistead

Aye: Chairperson Winchester, Commissioner Bullock, Commissioner Floyd, Commissioner Searcy, Commissioner George, and Commissioner Armistead

Abstain: Vice Chair Rast, Commissioner Christenson, and Commissioner Hefner

6. Consent Agenda

A motion was made by Commissioner George, seconded by Commissioner Floyd, that this be approved. The motion carried by the following vote:

RESULT: APPROVED

MOVER: Preston George

SECONDER: Ted Floyd

Aye: Chairperson Winchester, Vice Chair Rast, Commissioner Bullock, Commissioner Floyd, Commissioner Christenson, Commissioner Hefner, Commissioner Searcy, Commissioner George, and Commissioner Armistead

- 6.A.** The Sewer Cashier's Check (152011201) for Nichols Vale Ph. 6B in the amount of \$50,572.50 can be released.

This Action Item was approved.

- 6.B.** The Sewer Cashier's Check (152011041) for Nichols Vale Ph. 8 in the amount of \$42,448.50 can be released.

This Action Item was approved.

- 6.C.** The Sewer Cashier's Check (152011203) for Nichols Vale Ph. 11 in the amount of \$8,274.00 can be released.

This Action Item was approved.

- 6.D.** The Sewer Letter of Credit (90021031) for Walton's Grove Ph. 3A in the amount of \$30,898.50 can be released.

This Action Item was approved.

- 6.E.** The Sewer Letter of Credit (90359770) for Walton's Grove Ph. 3B in the amount of \$67,114.50 can be released.

This Action Item was approved.

- 6.F.** The Sewer Letter of Credit (90359772) for Walton's Grove Ph. 4 in the amount of \$67,492.50 can be released.

This Action Item was approved.

- 6.G.** Review the Final Plat for Lynwood Station Phase 1B, located at 0 Clemmons Rd.

Planning & Zoning:

Identify the location of the driveways.

All Preliminary Master Development Plan conditions (ordinance 2019-11) shall be adhered to. The residential product shall adhere to section 5.104.1 of the Mt. Juliet Zoning Ordinance and section 4-114 in the Subdivision Regulations.

Identify buffer areas along Clemmons Road per Preliminary and Final Master Development Plan requirements.

Driveways/garages shall not front collector per Ordinance 2019-01. Utilize alleys for driveways. Landscaping shall be provided to screen the detention pond from the ROW.

Engineering:

All punch list items from Public Works must be completed prior to Public Works signing of the plat.

Provide ROW dedication along Clemmons Road that is 37.5' from the centerline of road.

The multi-use path along Clemmons Road needs to be shown on the plat, match what was approved in the plan set for the Clemmons Road Improvements and extend to the property line of Ethan Page Park. The path needs to be contained within either ROW or a public access easement. The multi-use path shall be installed prior to the signing of the final plat.

WWUD:

The water lines and fire hydrants shall be labeled as private past the meter.

Provide an easement around the meter and to Clemmons Road.

The location of the private fire hydrants shall not be verified by WWUD.

All private fire hydrants shall be painted white prior to WWUD signing the plat.

A motion was made by Commissioner George, seconded by Commissioner Floyd, that this Action Item be approved with conditions. The motion carried by the following vote:

RESULT: APPROVED WITH CONDITIONS

MOVER: Preston George

SECONDER: Ted Floyd

Aye: Chairperson Winchester, Vice Chair Rast, Commissioner Bullock, Commissioner Floyd, Commissioner Christenson, Commissioner Hefner, Commissioner Searcy, Commissioner George, and Commissioner Armistead

6.H. Review the Final Plat for the Lars Jacobs Subdivision, located at 1135 S. Greenhill Rd.

Planning & Zoning:

If the existing driveway for Lot 2 will still be utilized with the creation of Lot 1, provide an access easement for the drive.

Engineering:

Lot 3 shall not have driveway access to S. Greenhill Road. Lot 3 shall be accessed from Lot 2 via an access easement.

Provide a 10' PUDAE abutting the ROW line across all 3 lots.

WWUD:

An on-site visit has not been conducted at this time to verify the location of the water lines related appurtenances.

A motion was made by Commissioner George, seconded by Commissioner Floyd, that this Action Item be approved with conditions. The motion carried by the following vote:

RESULT: APPROVED WITH CONDITIONS

MOVER: Preston George

SECONDER: Ted Floyd

Aye: Chairperson Winchester, Vice Chair Rast, Commissioner Bullock, Commissioner Floyd, Commissioner Christenson, Commissioner Hefner, Commissioner Searcy, Commissioner George, and Commissioner Armistead

6.I. Review the Final Plat for Windtree Pines Phase 1B, located at 810 Nonaville Road.

Planning and Zoning:

Identify driveway locations, the location of the driveways shall comply with code requirements excepting any waivers granted at preliminary master development plan approval (ordinance 21-11).

Engineering:

All requirements of the PUD, Ordinance 2021-11 shall be met. The following are to be done with this phase:

The northbound and southbound turn lanes on Nonaville Road shall be installed prior to the signing of the first plat.

Nonaville Road shall be widened to a 3-lane facility between Windtree Trace and the project access prior to the issuance of the first Certificate of Occupancy.

Provide 6-foot-wide sidewalk along the Nonaville Road Frontage.

Provide the \$2,000 per-lot contribution for all 16 homes in this phase prior to the signing of the plat.

All punch list items shall be complete prior to the signing of the final plat.

The surveyor shall sign the final plat.

Stormwater: Label all public utility and drainage easements on all lots.

Note #13 is incomplete. Note shall be completed prior to the signing of the final plat.

WWUD:

An on-site visit has not been conducted at this time to verify the location of the water lines and related appurtenances.

A motion was made by Commissioner George, seconded by Commissioner Floyd, that this Action Item be approved with conditions. The motion carried by the following vote:

RESULT: APPROVED WITH CONDITIONS

MOVER: Preston George

SECONDER: Ted Floyd

Aye: Chairperson Winchester, Vice Chair Rast, Commissioner Bullock, Commissioner Floyd, Commissioner Christenson, Commissioner Hefner, Commissioner Searcy, Commissioner George, and Commissioner Armistead

6.K. Review the Rezone Request from Office Professional Services to Commercial Town Center for 330 West Division Street.

A motion was made by Commissioner George, seconded by Commissioner Floyd, that this Ordinance be **Positive Recommendation to the Board of Commissioners, on meeting date of 12/11/2023. The motion carried by the following vote:

RESULT: **POSITIVE RECOMMENDATION

MOVER: Preston George

SECONDER: Ted Floyd

Aye: Chairperson Winchester, Vice Chair Rast, Commissioner Bullock, Commissioner Floyd, Commissioner Christenson, Commissioner Hefner, Commissioner Searcy, Commissioner George, and Commissioner Armistead

6.J. Review the Final Master Development Plan for McFarland Farms, located at 0 Old Lebanon Dirt Road.

Item 6.J. was pulled from the consent agenda per the request of Vice Chair Rast when Chairman Winchester set the agenda as stated. Planning and Zoning condition #1 was removed, the conditions were renumbered because of this. Commissioner Milelle, 217 Sunny Acre, verified the connection to the greenway was present on the plans.

Planning and Zoning:

Staff does not support full sides with only secondary façade materials on the townhomes. Label all corner and edge lots as critical façade.

The eastern most amenity center (townhomes and single family) shall be completed by the issuance of the 150th Certificate of Occupancy. A Site Plan submittal will be required.

Correct the setbacks shown in the parcel data table on sheet C1.00.

All conditions of ordinance 2023-14 shall be adhered to.

The column separating garage doors shall be masonry per code requirements.

Provide final drafts of all proposed covenants and grants of easement which are proposed for filing with final plats. Such documents shall be in a form approved by legal counsel.

Provide final drafts of all proposed documents establishing a homeowner's association or similar organization created for the purpose of owning and maintaining any common open space or facilities associated therewith.

Single family and Townhomes driveways shall be 22' long.

Engineering:

Previously approved PMDP conditions apply.

Drainage report under preliminary review. A comprehensive review of the stormwater infrastructure/drainage report will take place at construction plan review.

Cedar Lane Improvements: Provide curb delineation to prohibit wrong-way movements at the right-in only access. Hatch striping shall be added to the center turn lane on NMJR in front of Cedar Drive at construction plan review.

Fire Marshall:

Fire Hydrants every 500' in the residential areas.

Fire Hydrant at the end of Road G needs to be on the corner of Road G and Road I

No home to go vertical until fire hydrants are in place and live. Also, roadway needs to be completed as well.

All townhomes will be required to be sprinklered.

Apartments need to have two fire hydrants on opposite sides.

Two fire hydrants located at the entrances of the commercial project.

WWUD:

The water lines shown are not WWUD's design.

The off-site improvements shown may result in water line relocations.

If the proposed water lines are installed at 5' on private property there will be another 10' of easement behind them. This results in a 15' easement.

In areas where the proposed water line is to be installed the street trees will not be over the water line.

A motion was made by Commissioner Searcy, seconded by Commissioner George, that this Action Item be approved with conditions. The motion carried by the following vote:

RESULT: APPROVED WITH CONDITIONS

MOVER: Larry Searcy

SECONDER: Gerard Bullock

Aye: Chairperson Winchester, Commissioner Bullock, Commissioner Floyd, Commissioner Christenson, Commissioner Searcy, Commissioner George, and Commissioner Armistead

Abstain: Vice Chair Rast, and Commissioner Hefner

7. Land Use Plan Amendment

- 7.A.** **Review the Land Use Plan Amendment from Medium Density Residential to Multi-Family for a portion of the Southwest Cook Road Subdivision, located at 582 Southwest Cook Road.

Staff reviewed their reports and answered questions from the commission.

Gerard Bullock pressed for a recommendation from staff and Jon said staff can not make a recommendation for approval

Tony Evitia 232 SW Cook Rd. Speaker 3 was called to speak. He wanted to clarify what exactly is a land use plan amendment. Chairman Winchester explained.

John Wagaman 4007 Delaware, represented the project. 383 units down to 242 to make the project more in line with the 2.2 units per acre.

Daniel Elie Bates, 1575 Corinth Rd, represented the project and spoke about open space.

A motion was made by Commissioner George, seconded by Commissioner Christenson, that this Ordinance be recommended for denial. The motion carried by the following vote:

RESULT: NEGATIVE RECOMMENDATION

MOVER: Preston George

SECONDER: Rebecca Christenson

Aye: Vice Chair Rast, Commissioner Floyd, Commissioner Christenson, Commissioner Hefner, Commissioner Searcy, Commissioner George, and Commissioner Armistead

Nay: Chairperson Winchester, and Commissioner Bullock

8. Annexation/ Plan of Services

- 8.A.** **Review the Annexation request for the Southwest Cook Road Subdivision, located at 582 Southwest Cook Road.

A motion was made by Chairperson Winchester, seconded by Vice Chair Rast, that this Ordinance be deferred indefinitely to the Planning Commission, on meeting date of 1/17/2030. The motion carried by the following vote:

RESULT: DEFERRED

MOVER: Luke Winchester

SECONDER: David Rast

Aye: Chairperson Winchester, Vice Chair Rast, Commissioner Bullock, Commissioner Floyd, Commissioner Christenson, Commissioner Hefner, Commissioner Searcy, Commissioner George, and Commissioner Armistead

- 8.B.** **Review the Plan of Services for the Southwest Cook Road Subdivision, located at 582 Southwest Cook Road.

A motion was made by Chairperson Winchester, seconded by Commissioner George, that this Resolution be deferred to the Planning Commission, on meeting date of 1/17/2030. The motion carried by the following vote:

RESULT: DEFERRED

MOVER: Luke Winchester

SECONDER: Preston George

Aye: Chairperson Winchester, Vice Chair Rast, Commissioner Bullock, Commissioner Floyd, Commissioner Christenson, Commissioner Hefner, Commissioner Searcy, Commissioner George, and Commissioner Armistead

9 Preliminary Master Development Plan

- 9A.** **Review the Preliminary Master Development Plan, Planned Unit Development, including a Rezone from Wilson County R-1 to RS-20 PUD & RM-8 PUD, for the Southwest Cook Road Subdivision, located at 582 Southwest Cook Road.

A motion was made by Chairperson Winchester, seconded by Commissioner Christenson, that this Ordinance be deferred to the Planning Commission, on meeting date of 1/17/2030. The motion carried by the following vote:

RESULT: DEFERRED

MOVER: Luke Winchester

SECONDER: Rebecca Christenson

Aye: Chairperson Winchester, Vice Chair Rast, Commissioner Bullock, Commissioner Floyd, Commissioner Christenson, Commissioner Hefner, Commissioner Searcy, Commissioner George, and Commissioner Armistead

10 Adjourn

A motion was made by Commissioner Bullock, seconded by Vice Chair Rast, that this be adjourned. The motion carried by the following vote:

RESULT: ADJOURNED

MOVER: Gerard Bullock

SECONDER: David Rast

Aye: Chairperson Winchester, Vice Chair Rast, Commissioner Bullock, Commissioner Floyd, Commissioner Christenson, Commissioner Hefner, Commissioner Searcy, Commissioner George, and Commissioner Armistead

****Indicates item is recommended to the Board of Commissioners. All final design layouts, conditions of approval and final approval will be voted on by the Board of Commissioners at a later date. The public is welcome and invited to attend.**

Luke Winchester, Chairperson

Tyler Gutierrez, Planning Commission Secretary



Mt. Juliet, Tennessee

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

Staff Report

File #: 0457

Agenda Date: 12/21/2023

Agenda #: 6.A.

Title:

Approve the 2023 Required Continuing Education Hours from the 2023 Training Seminars.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0438

Agenda Date: 12/21/2023

Agenda #: 6.B.

Title:

The Sewer Letter of Credit (70002813) for Wynfield Ph 1 Pump Station/Force Main in the amount of \$498,394.50 can be released.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0439

Agenda Date: 12/21/2023

Agenda #: 6.C.

Title:

The Sewer Letter of Credit (70002812) for Wynfield Ph. 1 in the amount of \$177,703.50 can be released.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0440

Agenda Date: 12/21/2023

Agenda #: 6.D.

Title:

The Sewer Letter of Credit (70003479) for Wynfield Ph. 2 in the amount of \$194,098.50 can be released.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0441

Agenda Date: 12/21/2023

Agenda #: 6.E.

Title:

The Sewer Letter of Credit (70004986) for Wynfield Ph. 3 in the amount of \$91,434.00 can be released.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0442

Agenda Date: 12/21/2023

Agenda #: 6.F.

Title:

The Sewer Letter of Credit (SLC00005617) for Baird Farms Ph. 2B in the amount of \$63,046.50 can be released.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0443

Agenda Date: 12/21/2023

Agenda #: 6.G.

Title:

The Sewer Letter of Credit (SLC00005928) for Baird Farms Ph. 3C in the amount of \$50,794.50 can be released.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0444

Agenda Date: 12/21/2023

Agenda #: 6.H.

Title:

The Development Letter of Credit (954255305-90092) for Tuscan Gardens, Ph. 18 in the amount of \$118,802.51 can be released.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0445

Agenda Date: 12/21/2023

Agenda #: 6.I.

Title:

The Sewer Letter of Credit (90021028) for Walton's Grove Ph. 2 in the amount of \$57,106.50 can be released.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0447

Agenda Date: 12/21/2023

Agenda #: 6.J.

Title:

The Development Cashier Check (5300201864) for Townhomes of Hickory Hills Ph. 2 in the amount of \$43,184.88 can be released.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0448

Agenda Date: 12/21/2023

Agenda #: 7.A.

Title:

Review the Site Plan for Wash N Roll located at 0 Rutland Drive.



MEMORANDUM

Date: December 21, 2023

To: Luke Winchester, Chairman
and Planning Commission

From: Jennifer Hamblen, Planning Director
Jon Baughman, Deputy Planner

Re: Wash N' Roll GBG/Rutland Drive
Site Plan
Map - 78
Parcel – 10.09

Request: Gresham Smith, on behalf of their client, WNRI Holdings LLC, is requesting Site Plan approval for a Wash and Roll car wash and vacuum service on Rutland Drive in District in District 3, located just north of the proposed Costco site.

Analysis: Wash and Roll proposes an automatic car wash facility with accompanying low noise self-service vacuum stations on what is currently undeveloped property between Rutland Drive and Golden Bear Gateway. The property is zoned CI (the plans incorrectly state CG) and car wash use is permitted in the CI district. The area of this proposed development is 1.32 acres. There are other Wash and Roll facilities in the City.

Bulk Regulations: The footprint of the building is not provided (approx. 4,772sf). Impervious surfaces cover 60% of the site (80% max.) and the building occupies 8% of the site (50% max). The setback along Rutland Drive is incorrectly labeled as rear, this shall be treated as a frontage due to being along the public right-of-way.

Parking: The plan proposes 24 parking spaces, all but three are devoted to vacuum areas, the other three are for employee parking (one ADA space provided). Parking stalls are appropriately sized (9'x20'). Car washes fall under the "automotive and marine craft sales, service and repair" with 1/500 parking ratio which results in 12 spaces. A wave style bike rack which can accommodate five bikes is noted on the plans though the location is not specified and a detail is not provided.

Access: One access point is proposed off Rutland Drive. Stacking requirements are more than met (5 minimum) and the queue aisle and bypass lane width is 12'. There is a striped pavement area for cars which enter the queue lines to bypass should they desire. The drive aisle in the vacuum area is of insufficient width, 26' is required by code, please revise.

Six-foot-wide sidewalk is shown along Rutland Drive with a pedestrian connection to the building. Along GBG is proposed a 10' wide 10' wide multi-use path.

Landscaping and Buffering: The landscape plans are under review by the City's landscape consultant and any comments received shall be addressed on subsequent submittals. Remove references to Lebanon on the sheet L200.

Commercial Design Standards: The maximum height of the structure is 28', within regulations. The building façade consists of brick and a significant amount of aluminum/metal. A waiver must be granted by the Planning Commission for the use of secondary materials or the building shall comply fully with the design standards found in 6-103.7 of the zoning ordinance. Mechanical equipment is roof mounted and screened via the parapet walls.

Wall mounted utility and meter equipment shall be painted to match the building façade. The rear of parapet walls, where exposed shall be finished with brick too. Vacuum arches are 11' tall and constructed of metal. The vacuum pumps are screened with vinyl fencing, staff requests something decorative and metal in lieu and a detail with the appearance of these shown.

Waivers: Not listed on the plans, but required:

1. 6-103.7: Secondary façade materials, in lieu of full masonry/stone as follows:
 - a. North: 50% aluminum/metals
 - b. South: 49% aluminum/metals
 - c. East: 33% aluminum/metals
 - d. West: 46% aluminum/metals

STAFF DOES NOT SUPPORT THE AMOUNT OF METAL PROPOSED.
STAFF DOES NOT SUPPORT THE USE OF THIN BRICK
STAFF DOES NOT SUPPORT PAINTED METAL

Other: The dumpster enclosure detail does not meet the requirements of 6-103.7, though the elevations provided do; revise the detail.

The site involves a substantial retaining wall with a black 42" pedestrian guardrail. Details of the guardrail are not provided. Bollards appear to be gray which is sympathetic with the color palette of the building and a note on the detail indicates they are to be a color sympathetic to the site palette.

Site lighting is D-series fixtures on poles, these poles shall be black. Building mounted lighting fixtures are awfully close to wal-pak style. LED lighting is proposed. Notes provided on the plans indicate that all poles and posts will be black and decorative.

Summary: There are a number of deficiencies still to be addressed regarding this application, found in the conditions below.

Recommendation: Staff recommends approval of the Site Plan for Wash and Roll on Rutland Drive, however the following conditions shall be met:

Planning and Zoning:

1. Revise the building setback line along Rutland Drive to 30'.
2. Brick the rear of the parapet walls where visible.
3. Provide a detail of the guardrail.
4. Correct the zoning labels to the correct CI zoning.
5. All brick shall be clay, baked and individually laid. Thin brick is not permitted.
6. Any wall mounted utility and meter equipment shall be painted to match the building façade.
7. Exterior lighting fixtures shall be decorative; wal-paks (ARC1) are not permitted.
8. The extravagant/distracting lighting found at other Wash and Roll facilities shall not be duplicated at this location.
9. Provide a trash can near the main entrance and provide a detail of the can.
10. Landscape plans shall be approved by the City's consultant prior to the issuance of any permits.
11. All signage to be reviewed and approved via a separate application to the Planning Department.
12. Revise the dumpster enclosure detail to meet the requirements of 6-103.7 of the zoning ordinance.
13. Identify the bike rack location and provide a detail.
14. Remove references to Lebanon from landscape sheet L200.
15. Light poles shall be painted black, the detail specifies "to match fixture".
16. Identify the area of the building in the site data table.

Public Works:

1. No traffic impact analysis study is needed after review of the traffic screening form.
2. The applicant shall provide six feet (6') wide sidewalk designed at a maximum cross slope of 1.5% with six feet (6') wide grass strip across their frontage along Rutland Drive.
3. Provide curb and gutter, a six-foot grass strip, and a 10-foot-wide asphalt multi-use path along the Golden Bear Gateway frontage. Placement of these items and elimination of the shoulder can be reviewed at construction plan submittal. Project Prosper (Costco) will be providing a right turn deceleration lane on Golden Bear, so this development will need to coordinate their design with Costco's design of the right turn lane.
4. The applicant shall also provide spread calculations to determine curb inlet spacing and requirements along Golden Bear Gateway between Volunteer Blvd. and Legacy Pointe Blvd. The applicant is only required to install inlets needed from this analysis for the property frontage.
5. Stormwater report under preliminary review. A comprehensive review of the drainage report will take place at the construction plan review.
6. Site grading shall be 3:1 or flatter.
7. Storm pipe diameter shall be 15" minimum (outside of ROW) and 18" minimum (within ROW) except for water quality purposes.
8. Specifications for oil/water separator will be provided at construction plan review.

West Wilson Utility District:

1. The future 12" water line along Golden bear will have to be designed by WWUD once the fees are paid and files provided.

Mt. Juliet Fire Marshal:

1. Building will have a commercial fire alarm following NFPA 72.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0455

Agenda Date: 12/21/2023

Agenda #: 7.B.

Title:

Review the Site Plan for Andy's Frozen Custard located at 4024 N. Mt. Juliet Road.



MEMORANDUM

Date: December 21, 2023

To: Luke Winchester, Chairman
and Planning Commission

From: Jennifer Hamblen, Planning Director
Jon Baughman, Deputy Planner

Re: Andy's Frozen Custard 4024 NMJR
Site Plan
Map - 054
Parcel(s) – 132.02

Request: Submitted by Para Design, on behalf of 4024 Mt. Juliet Road Trust, requests Site Plan approval for a 1,967sf drive through and walk up ice cream retailer at what is presently 4024 N. Mt. Juliet Road in District 1.

Analysis: This project is proposed for the west side of NMJR at the corner with Sunset Drive, 4024 NMJR currently contains an urgent care facility (approx. 1.3ac. parcel area). The proposal is to place the drive through between the existing urgent care building and the strip center (Shiloh Music, 4066 NMJR) to the north on an 0.66 acre lot, subdivided from 4024 NMJR. The property is zoned CTC. The drive through use is permitted in CTC zoning. A subdivision plat has not yet been submitted and will be required.

Bulk Regulations: The site will be heavily developed. Bulk calculations were calculated with a post subdivision area of 28,675sf lot in mind and a building footprint of 1,967sf. Building coverage is within spec at nearly 7% (50% max.). Impervious surface cover 68% of the site (70% max.). Setbacks are incorrectly displayed, revise to anticipate the lot division. Building height is specified as 25' 9" (35' max.).

Parking: The number of parking spaces is adequate with 17 spaces, one ADA accessible. Thirteen are required by code. Three spaces are provided behind (west) of the urgent care facility and will eventually be located off site post subdivision. Parking spaces are adequately sized and wheel stops are not proposed. Sufficient drive aisle width is compromised at the north side of the site relative to proposed lot lines, a portion of this drive will be on adjacent property and require an easement.

Access: The drive through is proposed to utilize two existing access points, one off Sunset and one off NMJR already serving this strip center. Both access points allow full vehicular movement. As this is a drive through, a bypass lane and vehicle stacking space is required and provided (12' wide drive through and bypass lanes and at least five car stacking space). The drive through side of the building faces south. Because the site is small and heavily developed, access to the site is restricted to crossing adjacent parcels to the north, adjacent to the strip center and behind the urgent care, the developer proposes to establish access easements with the final plat.

Landscaping and Buffering: The location is subject to a Type D landscape buffer along the western property line where commercial zoning abuts residential zoning. Landscape plans are currently under review. Comments are forthcoming via separate cover. All comments shall be addressed before subsequent submittals.

6-103.7 Commercial Design Standards: Feedback was given to the applicant at open tech review regarding the building elevations and the applicant has listened and revised the plans accordingly. The building is primarily brick, glazing and nichiha with aluminum trim pieces (waiver detailed below). Red and white LED decorative lighting elements are proposed. HVAC equipment is screened and ground mounted. Wall mounted utility and meter equipment shall be painted to match the building façade and wall paks are not permitted should wall mounted lighting be proposed.

Other: A trash can and bike rack, and details, are provided and adequate. Notes provided indicate all poles, posts and bollards will be painted black or colors complimentary to the primary structures. The dumpster location is challenging and as a compromise a paved and striped path is provided. The dumpster enclosure detail indicates compliance with code requirements. The lighting fixtures provided are D style and are commonly found in the City. Also, there are retaining walls to be constructed of segmental block.

Waivers/Variances: The following waiver is requested:

1. 6-103.7: Secondary materials as follows: south façade 7% nichiha, north 11%, west 22%, east 80% **STAFF SUPPORT THE WAIVER FOR THE ELEVATIONS AS SHOWN.**

Summary: The site is heavily developed yet meets most code requirements. The building façade and design and façade material waiver is subject to Planning Commission approval. Remaining issues are found in the conditions of approval below.

Recommendation: Staff recommends approval of the Site Plan for Andy's Frozen Custard on N. Mt. Juliet Road, subject to the conditions below.

Planning and Zoning:

1. Submit a subdivision plat.
2. Commercial Design Standards 6-103.7 shall be met unless a waiver is granted by Planning Commission.
3. All brick shall be clay, baked and individually laid.
4. All wall mounted utility equipment and meters shall be painted to match the building façade.
5. Light bleed shall be zero at the right-of-way, and at property line adjacent to residential.
6. Should wall mounted lighting fixtures be used they shall be decorative; wal paks are not permitted. All lighting shall be decorative in nature.
7. There shall be no signage placed on the interior or exterior of the proposed retaining walls.
8. Wall signage shown on elevations is subject to review in a separate submittal. Signs are not approved at this time.

Public Works:

1. Drainage report under preliminary review. A comprehensive review of the drainage report will take place at the construction plan review phase.
2. Analyze TDOT Q₅₀ flows when discharging into the NMJR storm system.
3. Provide water quality for discharge from the dumpster.
4. Upgrade sidewalk to 6' wide along NMJR across property frontage.
5. Review of traffic screening form yielded no additional traffic impact analysis for this site.
6. Sewer availability is currently under review.

West Wilson Utility District:

1. There will be no light poles located within the water line easement.
2. The storm line between Structure 6 and 7 shall have at a minimum of 18" vertical clearance between from the water line.

Mt. Juliet Fire Marshal:

1. Building will have a commercial fire alarm following NFPA 72.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0452

Agenda Date: 12/21/2023

Agenda #: 8.A.

Title:

**Review the PUD Amendment for Homewood Suites located at 80 Belinda Parkway.



MEMORANDUM

Date: December 21, 2023

To: Luke Winchester, Chairman
and Planning Commission

From: Jennifer Hamblen, Planning Director
Jon Baughman, Deputy Planner

Re: Providence
PMDP PUD Amendment
Map - 96
Parcels – 01.11

Request: CSDG, on behalf of their client Cumberland Hospitality, requests an amendment to the Providence PUD regarding Lot 4, at 80 Belinda Parkway, in District 3 for development of a hotel.

History: 80 Belinda Parkway is on the north side of the street between Two Rivers Ford and Music City Honda. The Providence PUD dates to 1999 and has been subject to modifications in the past. The parcel is shown on the plans as lot 4 and is approximately 3.25 acres and zoned CMU-PUD. Development intended for this parcel includes a Homewood Suites hotel. A description of the proposed amendment is below.

Request: The applicant requests 62' maximum permissible height (5 stories) in lieu of 35' (3 stories) for a hotel on Lot 4 in the PUD.

Summary: The Zoning Ordinance allows up to 70' height (in lieu of 35') to be built on CMU zoned land within ½ mile from an existing or proposed I40 interchange, this property falls just outside of that radius (approx. 0.55 miles to MJR/I40). The PUD modification request is for the building height only; all other regulations and conditions of previous approvals shall still apply.

Recommendation: Staff recommends forwarding this maximum height amendment for 80 Belinda Parkway in the Providence PUD to the Board of Commissioners with a positive recommendation and the conditions below.

Planning and Zoning:

1. All conditions of Preliminary Master Development Plan and Final Master Development Plan approval shall be adhered to.

Public Works:

1. No Comments

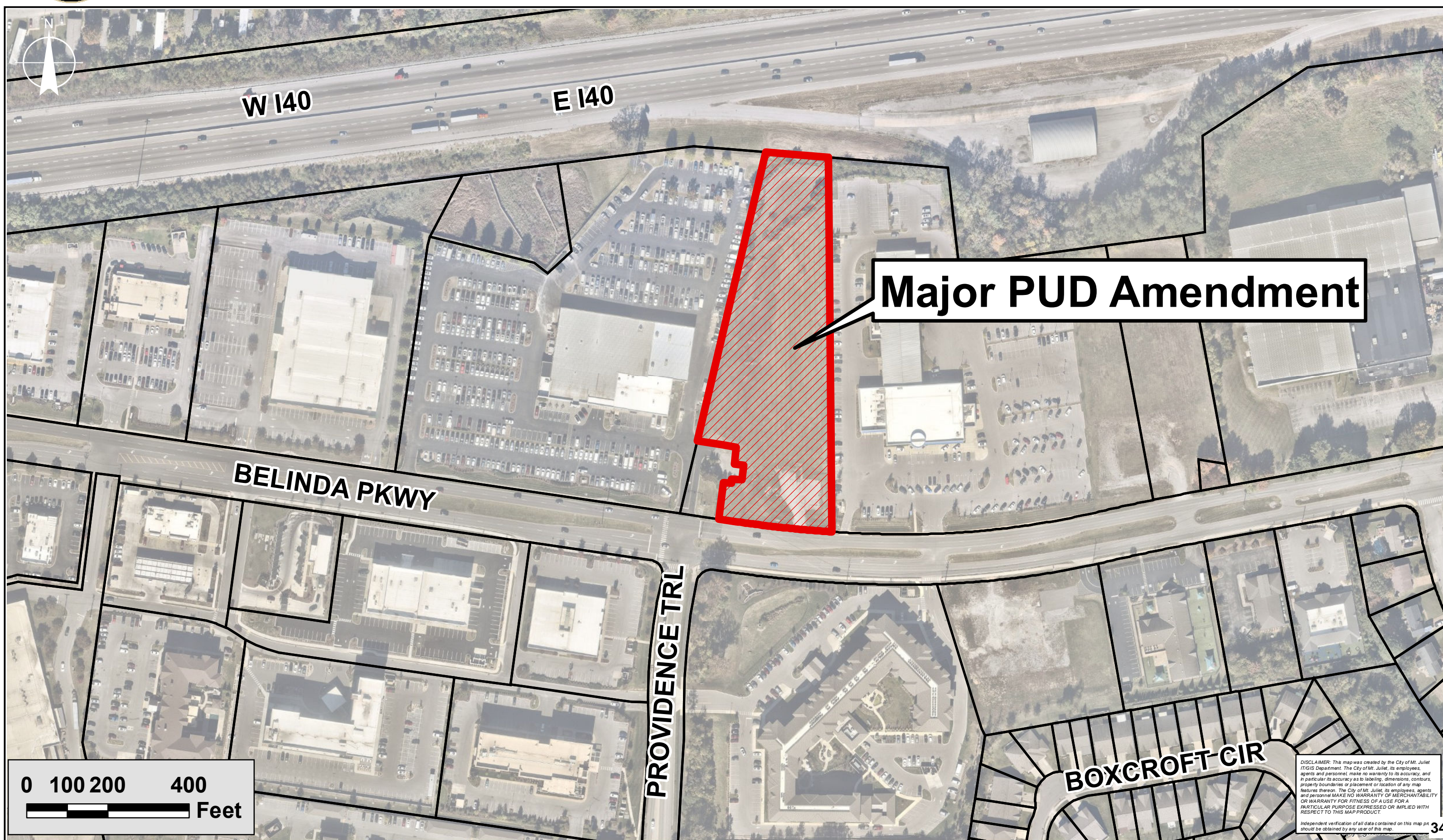
West Wilson Utility District:

1. There are no existing or proposed water lines shown.



Exhibit A - PUD Amendment

Homewood Suites
Map 096, Parcel 001.00





Mt. Juliet, Tennessee

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

Staff Report

File #: 0456

Agenda Date: 12/21/2023

Agenda #: 8.B.

Title:

**Review the PUD Amendment for MJ Commons located at 12950 Lebanon Road.



MEMORANDUM

Date: December 21, 2023

To: Luke Winchester, Chairman
and Planning Commission

From: Jennifer Hamblen, Planning Director
Jon Baughman, Deputy Planner

Re: Mt. Juliet Commons
PMDP PUD Amendment
Map - 053
Parcels – 109.00

Request: CSDG, on behalf of their client, requests an amendment to the Mt. Juliet Commons PUD at 12950 Lebanon Road in District 1 for a veterinary use.

Request: Requested is a veterinary office located adjacent to residentially zoned property, located in a three-tenant commercial building, center unit. This amendment is required due to the supplemental regulations for veterinary uses found in the zoning ordinance, described below.

History/Overview: The Mt. Juliet Commons PUD dates back to at least 2003 and is located at the Tate Lane and Lebanon Road intersection. The zoning is CG PUD and the specific lot in this PUD to which this request applies is approximately 0.53 acres. Proposed for the site is a 5,036sf multi-tenant commercial building, with one tenant being a veterinary office.

To the south and east of the commercial PUD are residentially zoned, occupied, single family properties, separated from PUD by an irregularly shaped residentially zoned buffer parcel. This buffer parcel surrounds 129, 131, 133 and 135 Tate Lane and is approximately 15' wide in the vicinity of the commercial building intended to house the veterinary use. The irregular parcel is owned by the Tate Lane HOA, and serves as the residential zoned property's perimeter buffer.

Given the irregular shape of the buffer parcel, the subject site (MJ Commons) and 129 Tate Lane touch at the Tate Lane right-of-way line, due to the buffer lot tapering to a point at this location. This presents an issue regarding compliance with supplemental provisions intended for veterinary uses, highlighted below.

Supplementary Regulations 3-104.7.2:

Animal care and veterinary services. In all districts where authorized as a use permitted with supplemental provisions (SUP), uses classified in the animal care activity type shall be subject to the following supplementary regulations:

- a. All animal care uses shall occur in completely walled and roofed structures, except that completely fenced exercise yards may be provided as specified in subpart b of this section, below.
- b. Exercise yards shall be completely fenced and screened from all abutting lots and streets. Exercise yards shall not be used for overnight accommodations. The use of exercise yards shall be restricted to the hours of 8:00 a.m. to 8:00 p.m.
- c. Animal care boarding facilities shall be restricted to domesticated animals that have an adult weight not exceeding 200 pounds.
- d. The design of animal care facilities shall provide for the off-street pickup and drop-off of animals.
- e. Animal care, veterinary office and services shall be strictly prohibited should the lot on which the facility is situated adjoin any residentially zoned property unless the residential property is unoccupied.

Summary: Given the circumstances presented by this request, staff requests the Planning Commission and Board of Commissioners review the proposal.

Recommendation: Staff recommends forwarding this request to the Board of Commissioners with a positive recommendation and the conditions below.

Planning and Zoning:

- 1. Outdoor animal care and veterinary uses shall not be permitted, add this note to the plans.
- 2. All activities shall be indoors. All other supplementary regulation in 3-104.7.2 shall be adhered to.

Public Works:

- 1. No Comments

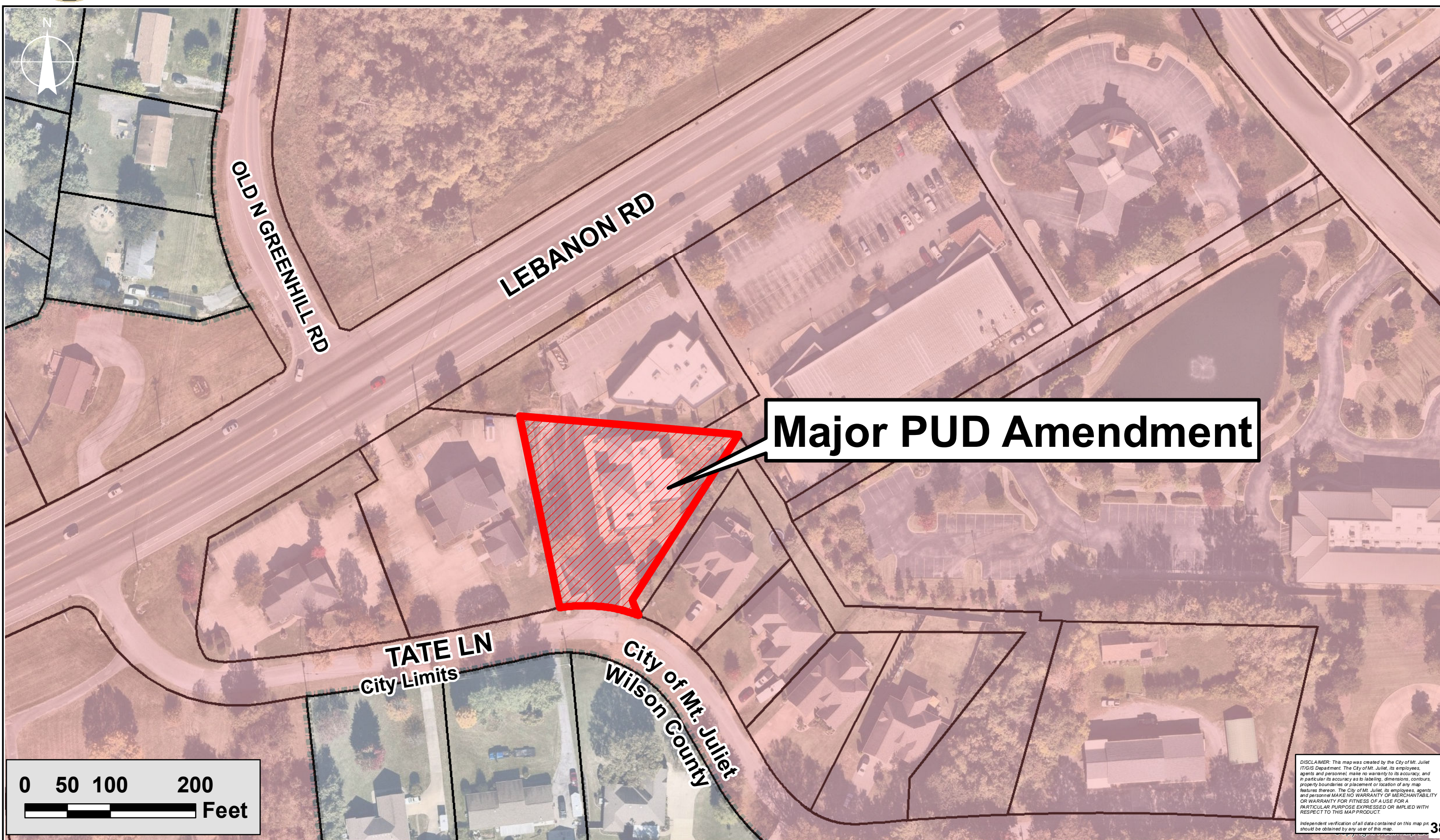
West Wilson Utility District:

- 1. Does the water line on Tate Lane extend across this property as shown?



Exhibit A - PUD Amendment

**Mt. Juliet Commons
Map 053, Parcel 109.00**



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.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0430

Agenda Date: 12/21/2023

Agenda #: 9A.

Title:

A RESOLUTION TO APPROVE THE PURCHASE AND SALE AGREEMENT TO PURCHASE PROPERTY LOCATED AT 4370 OLD LEBANON DIRT ROAD FOR A PURCHASE PRICE OF \$950,000.00 TO BE USED FOR A FUTURE FIRE HALL AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

Resolution - 2023

A RESOLUTION TO APPROVE THE PURCHASE AND SALE AGREEMENT TO PURCHASE PROPERTY LOCATED AT 4370 OLD LEBANON DIRT ROAD FOR A PURCHASE PRICE OF \$950,000.00 TO BE USED FOR A FUTURE FIRE HALL AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to purchase this property to construct a Fire Station; and

WHEREAS, the property is currently owned by Cynthia D. Law and has agreed to sell the property per the attached Purchase and Sale Agreement.

WHEREAS, the City agrees to the conditions concerning the horse that is to remain on the property and to be cared for by the owner of the horse.

WHEREAS, this agreement is conditional on final approval of the Budget Amendment scheduled for 2nd and final reading on 12/11/23 by the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, that the City of Mt. Juliet Board of Commissioner, Wilson County, TN as follows:

1. The City of Mt. Juliet Board of Commissioners agrees to the attached Purchase and Sale Agreement.
2. The Purchase and Sale Agreement has a conditional approval until the FY 23/24 Budget Amendment for this approved on 12/11/23.

This Resolution shall take effect after the FY 23/24 budget has been amended for this land and on the earliest date allowed by law.

PASSED:

James Maness, Mayor

ATTEST:

Sheila S. Lockett, MMC
City Recorder

Kenny Martin, City Manager

APPROVED AS TO FORM

L. Gino Marchetti, Jr.
City Attorney

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into by and between **The City of Mt. Juliet**, a Tennessee "home rule" municipality ("**Purchaser**"), and **Cynthia D. Law ("Seller")**, intended to be effective the date last signed by the parties ("**Effective Date**"). Purchaser and Seller may also be referred to herein as a "Party" or, collectively, as the "Parties."

WHEREAS, Seller currently owns certain real property described as follows: 4370 Old Lebanon Dirt Road, Mt. Juliet, Wilson County, Tennessee, and being Map 077, Parcel 027.00 in the official maps and records of the Assessor of Property for Wilson County, Tennessee, being a portion of the real property obtained by Seller by deed of record in Book 236, Page 93 in the Register's Office of Wilson County, Tennessee, and consisting of 5.50 acres, more or less ("**Land**"), and being improved with a single family residential building consisting of 2,586 square feet, more or less ("**Residence**"), and a horse barn and pasture consisting of approximately 1.30 acres ("**Horse Yard**") and with driveways for ingress and egress from the public right of way to the Residence and Horse Yard ("**Driveways**"), the Land, Residence, Horse Yard, Driveways, and other improvements on the Land being collectively referred to as the "**Property**"; and

NOW, THEREFORE, for and in consideration of the above-recited premises, the mutual covenants and agreements hereinafter set forth, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. **PURCHASE/SALE/PRICE/ESCROW AGENT.**

- (a) **Purchase/Sale.** Seller hereby agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, the Property, which term includes, without limitation, all easements, appurtenances, hereditaments, and rights appurtenant thereto or otherwise arising in connection therewith.
- (b) **Purchase Price.** The Property shall be sold to Purchaser for the sum of Nine Hundred Fifty Thousand and NO/100 Dollars (\$950,000.00) ("**Purchase Price**"), which sum Purchaser agrees to pay at Closing in cash by wire transfer or other means acceptable to Purchaser and Escrow Agent (defined hereinbelow). No deposit of earnest money is required; Seller acknowledges that the entry into this Agreement by Purchaser is sufficient, satisfactory consideration for Seller's reciprocal entry into this Agreement.
- (c) **Closing/Escrow/Title Agent.** The Parties agree the Closing/Escrow/Title Agent (hereinafter "Escrow Agent") shall be Lawyer's Escrow Service, Inc. located at 2055 N. Mt. Juliet Rd., Suite 202, Mt. Juliet, TN 37122; Phone: (615) 928-5436; Fax: (615) 288-3595.

2. **CLOSING DOCUMENTS.**

- (a) **Deed to Be Delivered.** Subject to performance by Purchaser of its obligations under this Agreement, Seller agrees to execute and deliver to Purchaser a general warranty deed conveying good and marketable title to the Property, subject only to Permitted Exceptions as defined and described in paragraph 4 of this Agreement.
- (b) **Other Documents.** At Closing, Seller shall also execute and deliver all other documents contemplated by this Agreement, including but not necessarily limited to, an absolute and general assignment of other rights, approvals, warranties, etc. relating to the Property.

3. **CLOSING DATE.** The Closing of the transaction contemplated by this Agreement ("**Closing**") shall occur on or before ten (10) business days after final approval of this transaction is granted by Purchaser's Board of Commissioners ("**Closing Date**") in the office of Escrow Agent in Mt. Juliet, Tennessee or at such other place and time as the Parties may mutually agree upon.

4. **TITLE.** Escrow Agent shall order a title examination of the Property and shall, at least fifteen (15) days prior to the Closing Date, issue a title insurance commitment (with copies of all exceptions) from Stewart

Title Guaranty Company (“**Title Insurer**” and “**Title Commitment**”) for a standard Owner’s title insurance policy covering the Property in the amount of the Purchase Price (the “**Title Insurance Policy**”). Not later than ten (10) days after Purchaser’s receipt of the Title Commitment, Purchaser shall notify Seller in writing of any objections it may have to the state of title to the Property as reflected in the Title Commitment, (the “**Title Objection Letter**”), provided that Purchaser shall not be entitled to object to the lien for current ad valorem taxes which will be prorated as of the Closing Date. Upon receipt of the Title Objection Letter, Seller shall have five (5) days to deliver to Purchaser a written list specifying which items contained in the Title Objection Letter it agrees to cure at or prior to Closing, and which items in the Title Objection Letter it will not cure at or prior to Closing (the “**Title Objection Response Letter**”). Within five (5) days of receipt of the Title Objection Response Letter, if Seller has not agreed to cure any valid Title Objections, Purchaser may: (i) terminate this Contract as Purchaser’s exclusive remedy; or (ii) waive such objections and proceed to the Closing, taking the Property subject to such objections. Any title exceptions that appear on the Title Commitment and which are either not objected to by Purchaser, or waived (or deemed waived) hereunder by Purchaser, shall be “**Permitted Exceptions**.” Purchaser’s failure to timely object to any title exception, or Purchaser’s failure to timely terminate this Agreement within the time period provided above, shall be deemed to be a waiver of Purchaser’s right to object and/or terminate for that item. If the foregoing process of resolving objections stated in a Title Objection Letter is not concluded by the Closing Date, it shall be extended and shall take place not more than five (5) days after the final resolution of all objections stated in a Title Objection Letter.

5. **PERMITTED INSPECTIONS; SELLER DELIVERABLES; APPRAISAL CONTINGENCY; APPROVAL AND FUNDING CONTINGENCY.**
 - (a) **Permitted Inspections.** Purchaser will obtain an inspection or inspections of the Property prior to the Closing.
 - (b) **No Appraisal Contingency.** An appraisal is not a contingency of this Agreement. Purchaser, with the information and knowledge provided, acknowledges and accepts the Purchase Price as the fair and reasonable as-is cash market value of the Property as of the Closing Date and Closing.
 - (c) **Approval Contingency.** Purchaser’s City Manager will present this Agreement to the Purchaser’s Board of Commissioners for consideration and approval during its regular meeting on November 27, 2023 (“**First Reading**”) and its regular meeting on December 11, 2023 (“**Second Reading**”). If this Agreement is approved by the Purchaser’s Board of Commissioners, Purchaser’s City Manager is authorized to execute this Agreement for and on behalf of Purchaser, which, upon execution by both Parties, shall become a mutually valid and binding Agreement according to its terms.
6. **POSSESSION.** Subject to Purchaser’s compliance with its undertakings and agreements as set out in this Agreement, Seller agrees to deliver possession of the Property to Purchaser at Closing, subject to the Permitted Exceptions. Seller shall retain all risk of loss, and shall maintain all insurance coverage, with respect to the Property until the Closing, except as provided in paragraph 8.
7. **ADJUSTMENTS AND PRORATIONS.** Purchaser is exempt from the payment of ad valorem real property taxes. Accordingly it is mutually understood that after the Closing Date, the Wilson County Assessor of Property will perform an apportionment of the real property taxes due and payable on the Property for 2023 and Seller will be billed for the real property taxes payable on the Property to Wilson County and the City of Mt. Juliet from the period of January 1, 2023 to the date the General Warranty Deed to Purchaser is recorded. Accordingly a proration and estimate will be computed by Escrow Agent, the estimated amount that will be payable by Seller will be charged to Seller at Closing, held by Escrow Agent pending billing for the 2023 taxes, and paid by Escrow Agent, with any amount in excess of the 2023 tax bills being refunded to Seller and any additional amount required to pay the 2023 tax bills to be remitted to Escrow Agent by Seller. Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.
8. **OCCUPIED PROPERTY.** Purchaser understands and acknowledges that the Residence is occupied by Seller’s current tenant (“**Tenant**”). Seller and Tenant shall deliver the Residence and Property to Purchaser free from all occupants and possessions, in broom clean condition, no later than 11:59 p.m. local time on Sunday, June 30, 2024. Purchaser shall not charge rent for the Residence to Tenant. Tenant and/or Seller are

responsible for any applicable taxes for use of the Residence. Tenant and/or Seller are also responsible for the maintenance and upkeep of all improvements, all utilities, lawn maintenance, and snow removal on or about the Residence. Other than the foregoing obligations of Tenant and/or Seller, Purchaser accepts the Residence in "as is" condition as of the delivery of the Residence and Property to Purchaser as required herein, subject, however, to any claims for insurance proceeds that may have accrued due to casualty loss or damage to the Residence and/or the Property, as to which Purchaser shall be entitled to any proceeds therefrom. Seller shall retain all risk of loss, and shall maintain all insurance coverage, with respect to the Residence until Seller and Tenant vacate the Residence. Further, Seller shall immediately after Closing notify Seller's insurance carrier of Purchaser's interest in the Residence and the Property and shall add Purchaser to Seller's policy or policies of insurance as an additional insured, specifically including, without limitation, with respect to claims of liability for personal injuries or property damages sustained by any person(s) within or about the Residence or Property prior to Purchaser's taking possession of same. This paragraph shall survive the Closing.

9. **PERSONAL PROPERTY.** No Personal Property is included in purchase and sale of the Property.
10. **HORSE AND HORSE YARD.** Purchaser agrees Seller's male horse, "Cozy Joe Brummitt-Law," currently 31-years-old ("**Horse**"), shall occupy, for the duration of the Horse's life, the Horse Yard depicted in Exhibit "A" attached hereto and identified as a rectangular box on the southwest portion of the Land. Purchaser shall maintain the fence/perimeter of the Horse Yard. Purchaser shall not be responsible for any costs or maintenance associated with the Horse or Horse Yard other than said fence/perimeter. Seller and/or her authorized representative shall have 24/7 access to the Horse Yard via ingress and egress to be granted and identified by Purchaser to care for the Horse for the remainder of his life. Seller and/or her authorized representative shall be responsible for all utilities at the Horse Yard until 11:59 p.m. local time on Sunday, June 30, 2024. Purchaser shall be responsible for all utilities at the Horse Yard beginning July 1, 2024. This paragraph shall survive the Closing, and the terms hereof shall be incorporated in the General Warranty Deed.
11. **CLOSING COSTS.** Seller agrees to pay, in connection with the transfer of the Property, its attorney's fees, and one-half (1/2) of Escrow Agent's fees. Purchaser agrees to pay its own attorney's fees, the premium for owner's basic title insurance, the premiums upon any endorsements to title insurance ordered by Purchaser, one-half (1/2) of Escrow Agent's fees, and all recording fees (Purchaser is exempt from recording tax). Seller agrees to execute such normal and customary affidavits required by the title company to allow the standard title exceptions that may be deleted supported by such affidavits to be deleted, and any endorsements ordered by Purchaser to be issued.
12. **BROKERAGE.** Each party warrants and represents that such party has not employed, engaged or contracted with any licensed real estate broker in connection with the sale or purchase of the Property that would trigger a sales commission to be paid on this transaction and accordingly no liability should exist for any broker's or finder's fee or commission to any broker or agent for Seller and Purchaser. To the extent permitted by law, each party shall indemnify and save the other party harmless from and against all costs, claims, expenses or damages, including reasonable attorneys' fees, resulting from or related to any brokerage commission due or alleged to be due by such party's acts or omissions. This obligation to indemnify shall survive the expiration, consummation or earlier termination of this Agreement.
13. **ASSIGNMENT.** This Agreement is not assignable by Purchaser without the express written consent of Seller, which may not be unreasonably conditioned, delayed or denied. Any assignee shall be required to assume and agree to perform all the obligations of assignor hereunder and assignor shall remain fully liable for the full and faithful performance by assignee of all obligations so assumed.
14. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller hereby makes those representations and covenants as described below and the obligations of Purchaser to purchase the Property are expressly made subject to the fact that said representations shall be true and correct and accurate as of Closing.
 - (a) **Title to Property.** Seller is the sole owner of good, marketable and insurable fee simple title to the Property, subject only to Permitted Exceptions.

- (b) Authority of Seller. Seller has the right, power and authority to enter into this Agreement and sell the Property in accordance with the terms and conditions hereof. No options or other contracts are outstanding giving any other party a right to purchase any interest in the Property.
 - (c) Compliance with Existing Laws. The Property is, to the best of Seller's knowledge, not in violation of, and Seller has not received notice of the violation of, any applicable building, zoning, or other ordinances, resolutions, statutes or regulations or any government, governmental agency, including but not limited to environmental control agencies, in respect to the use and condition of the Property. To the best of Seller's knowledge, the Property is in compliance with all environmental laws and regulations, including but not limited to, hazardous waste regulations and wetlands regulations, and no unlawful dredging or filling of wetlands has been performed on the Property.
 - (d) Condemnation Proceedings; Roadways. There are no condemnation or eminent domain proceedings pending or contemplated, to the best of Seller's knowledge, against the Property or any part thereof and the Seller has received no notice, oral or written, of the desire of any public authority or other entity (other than Purchaser's desire to purchase the Property as expressed herein) to take or use the Property or any part thereof ("Other Governmental Uses").
 - (e) Mechanic's Liens. To the best of Seller's knowledge, no payments for work or improvements furnished to the Property are due or owing or will become due or owing at Closing. There are no materialmen's or mechanic's liens filed of record affecting the Property and no work has been performed for which a mechanic's or materialmen's lien can be claimed.
 - (f) No Defaults. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will: (i) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Seller is a party, or (ii) violate any restriction to which the Seller is subject, or (iii) to the best of Seller's knowledge, constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree, or order, or (iv) result in the acceleration of any deed of trust or note pertaining to the Property or the cancellation of any contract or lease pertaining to the Property, or (v) result in the creation of any lien, charge, or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement.
15. **REPRESENTATIONS AND WARRANTIES OF PURCHASER.** As an inducement to Seller to enter into this Agreement, Purchaser does hereby represent and warrant to Seller as follows:
- (a) Authority. Purchaser has all requisite right, power and authority to execute, deliver and perform this Agreement.
 - (b) Binding Nature. This Agreement has been duly authorized for execution, delivery and performance by Purchaser, has been duly executed and delivered by Purchaser, and constitutes the valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms.
 - (c) No Violation of Agreements. The execution and delivery by Purchaser of this Agreement and the performance by Purchaser of its obligations hereunder have been duly authorized by all requisite action and such execution, delivery and performance will not result in a breach of any of the terms or provisions of or constitute a default (or a condition which upon notice or lapse of time or both would constitute a default) under any agreement, instrument or obligation to which Purchaser is bound and will not constitute a violation of any law, regulation, order, judgment, writ, injunction or decree applicable to Purchaser or any of its affiliates, or of any court or of any federal, state or municipal body or authority having jurisdiction over Purchaser.
16. **FULL DISCLOSURE.** None of the warranties and representations made by Seller or Purchaser in this Agreement, or in any certificate or other document to be prepared and delivered by either Seller or Purchaser in conjunction with the execution and delivery or the performance of this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit such statements or information as may be required in order to prevent any information, warranty or representation contained or made herein or therein from being materially misleading. Seller and Purchaser will each give prompt written notice to the other if, at any time prior to the Closing, there is (or as to past events either party discovers) a material change in any state

of facts, or the occurrence, nonoccurrence or existence of any event or condition which makes any representation or warranty made by such party untrue, incorrect, incomplete or misleading in any material respect, it being the intention of the parties hereto that they shall engage in a continuous disclosure process with respect to the matters of this Agreement through and including the Closing Date.

17. **NOTICES.** Except as may otherwise be provided for in this Agreement, all notices or demands required or permitted hereunder shall be delivered by electronic mailings to email addresses furnished by the Parties or persons/entities entitled to copies of same, personal delivery to the specified address of any party, same-day courier, or Federal Express or similar overnight delivery service prepaid, to the following addresses for the parties:

Seller:

Cynthia D. Law

Cynthia Law
1715 Valleyview Dr.
Mt. Juliet, TN

Email Address:

Cindy@Law@TDS
Net

Purchaser:

City of Mt. Juliet

Attn: Kenny Martin, City Manager

2425 N. Mt. Juliet Road

Mt. Juliet, TN 37122

Email Address: kmartin@mtjuliet.tn.gov

With copy to:

L. Gino Marchetti, Jr., City Attorney

Taylor, Pigue, Marchetti & Blair, PLLC

2908 Poston Avenue

Nashville, TN 37203

Email Address: gmarchetti@tpmblaw.com

All notices required or permitted under this Agreement shall be deemed to have been given when actually sent to the offices or addresses of the receiving party at the addresses above stated.

18. **MISCELLANEOUS.**

- (a) **Effective Date.** The effective date of this Agreement is the date the Agreement is last signed by the parties as reflected below.
- (b) **Governing Law.** This Agreement is made and entered into as a contract for the purchase and sale of real property to be interpreted under and governed and enforced according to the laws of the State of Tennessee.
- (c) **Terminology; Captions.** The term "Agreement," as used herein, as well as the terms "herein," "hereof," "hereunder" and the like mean this Agreement in its entirety and all exhibits attached hereto and made a part hereof. The captions and paragraph headings hereof are for reference and convenience only and do not enter into or become a part of the context. All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular.
- (d) **Default.**
 - (i) Upon the failure of Purchaser to comply with the terms hereof within the stipulated time, and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the parties hereto that Seller may, at Seller's option, exercise its rights at law or in equity to enforce specific performance and/or recovery of damages in the form of costs, damages, expenses, and fees incurred by Seller in connection with this Agreement.
 - (ii) Upon the failure of Seller to comply with the terms hereof within the stipulated time and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the parties hereto that Purchaser may cancel the Agreement or, at Purchaser's option, proceed with the following specified rights and remedies at law or in

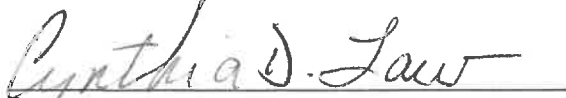
equity against Seller: specific performance, and/or recovery of damages in the form of costs, expenses, and fees incurred by Purchaser in connection with this Agreement.

- (iii) If either party is required to institute suit against the other party to enforce its rights under this Agreement, and if such party obtains a valid non-appealable judgment or final judgment against the other party the non-prevailing party agrees to pay all reasonable costs, expenses and reasonable attorney's fees of the prevailing party attributable to the enforcement of this Agreement.
- (e) Conduct of the Parties. No conduct or course of action undertaken or performed by the Parties hereto shall have the effect of, or be deemed to have the effect of modifying, altering or amending the terms, covenants and conditions of this Agreement. Failure of any party to exercise any power or right given hereunder or to insist upon strict compliance with the terms hereof shall not be, or be deemed to be, a waiver of such party's right to demand exact compliance with the terms of this Agreement.
- (f) Binding Effect. The terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of Purchaser and Seller and their respective successors, permitted assigns, heirs and legal representatives.
- (g) Modification. This Agreement may not be modified, altered or amended except by a written instrument executed by Purchaser and Seller.
- (h) Entire Agreement. This Agreement constitutes the entire and complete agreement of Purchaser and Seller with respect to the transaction contemplated hereby, and conversations, undertakings, representations, promises, inducements, warranties or statements not reduced to writing and expressly set forth herein shall be of no force or effect whatsoever. The invalidity or unenforceability of any one provision herein shall not affect the validity or enforceability of any other provision.
- (i) Dates. If the final date of any time period or the date for the performance of any obligation hereunder falls upon a Saturday, Sunday, or a bank holiday under federal or state law, then the time of such period or the time for the performance of such obligation shall be extended to the next day which is not a Saturday, Sunday, or bank holiday under federal or state law.
- (j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original. Each party may be entitled to rely upon a facsimile or an electronic version of this Agreement, either of which shall be deemed to be sufficient.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates referenced below.

SELLER:

CYNTHIA D. LAW


Cynthia D. Law

Date of Seller Execution: 11-20-23

PURCHASER:

CITY OF MT. JULIET

By: 
Kenneth D. Martin, City Manager

Date of Purchaser Execution: 11-20-23

Approved as to form:

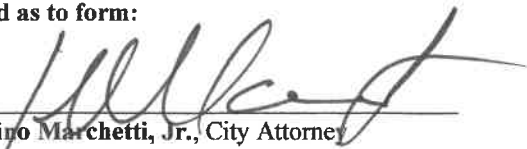
By: 
L. Gino Marchetti, Jr., City Attorney

Exhibit A - 4370 O.L.D. Road Horse Yard



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 13, 2023