

Mt. Juliet, Tennessee

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



Agenda

Monday, October 27, 2025

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 - 10-27-2025

[1422](#)

Attachments: [Public Notice - 10-27-2025](#)

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 - 9-22-2025

[1418](#)

Attachments: [Meeting Minutes to be Approved - 9-22-2025](#)

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 TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET ROADWAY AND ASSOCIATIVE RIGHT-OF-WAY ON E. DIVISION STREET FROM THE EXISTING CITY LIMITS, AT THE NORTHWESTERN PROPERTY CORNER OF PARCEL 072 067.00, TO A POINT, APPROXIMATELY 2,293 LINEAR FEET, EAST ALONG E. DIVISION STREET, BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

[1344](#)

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

8/21/25 Planning Commission

9/8/25 Board of Commissioners

**Positive Recommendation to the Board of Commissioners recommended for second reading to the Board of Commissioners

- 8.B. A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE E DIVISION ST ROADWAY AND RIGHT-OF-WAY, LOCATED AROUND CLEMMONS RD, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY [1453](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Resolution](#)

- 8.C. AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 43 E. CALDWELL STREET, APPROXIMATELY 0.57 ACRES, MAP 0721, GROUP A, PARCEL 003.00 FROM RS-40 TO CTC [1348](#)

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

8/21/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
9/8/25	Board of Commissioners	recommended for second reading to the Board of Commissioners

- 8.D. AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 3336 N. MT. JULIET ROAD, APPROXIMATELY 1.37 ACRES, MAP 054, PARCEL 179.01 FROM RS-40 TO CTC [1347](#)

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

8/21/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
9/8/25	Board of Commissioners	recommended for second reading to the Board of Commissioners

9. **Unfinished Business - The Sutton - Land Sale Agreement, Land Use Amendment, Rezone**

- 9.A.** A RESOLUTION APPROVING A SALES AGREEMENT FOR THE CITY OF MT. JULIET TO SELL APPROXIMATELY 5.16 ACRES OF LAND IDENTIFIED AS MAP 077, PARCEL 012.02, AND APPROXIMATELY 1.32 ACRES OF LAND IDENTIFIED AS MAP 077, PARCEL 011.01 (COLLECTIVELY KNOWN AS THE "GOLDEN BEAR PROPERTIES"), LOCATED IN THE CITY OF MT. JULIET, WILSON COUNTY, TENNESSEE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT. [1452](#)

Sponsors: Kenneth Martin, City Manager,

Attachments: [Resolution](#)
[Purchase Agreement](#)
[Appraisal](#)
[Explanation](#)
[Map](#)

- 9.B.** AN ORDINANCE TO AMEND THE LAND USE PLAN FOR THE PROPERTY KNOWN AS THE SUTTON LOCATED ON GOLDEN BEAR GATEWAY, MAP 072, PARCELS 047.00, 047.01, 048.00 & 049.00, MAP 077, PARCELS 010.02, 011.01, & 012.02 FROM MIXED USE TO MIXED USE AND HIGH DENSITY RESIDENTIAL [1295](#)

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

7/17/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
9/8/25	Board of Commissioners	recommended for second reading to the Board of Commissioners

- 9.C.** AN ORDINANCE TO REZONE APPROXIMATELY 73.96 ACRES OF PROPERTY KNOWN AS THE SUTTON, LOCATED ON GOLDEN BEAR GATEWAY, MAP 072, PARCELS 047.00, 047.01, 048.00 & 049.00, MAP 077, PARCELS 010.02, 011.01, & 012.02, FROM OPS-PUD, OPS AND RS-40 TO CMU-PUD AND RS-10-PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR A MIXED USE DEVELOPMENT [1296](#)

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

7/17/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
9/8/25	Board of Commissioners	recommended for second reading to the Board of Commissioners

10. Unfinished Business

- 10.A.** AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO TRANSFER PERSONNEL FUNDS FROM THE POLICE DEPARTMENT TO THE EXECUTIVE DEPARTMENT [1414](#)

Sponsors: Kenneth Martin, City Manager,

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

Legislative History

9/22/25	Board of Commissioners	recommended for second reading to the Board of Commissioners
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- 10.B.** AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO APPROPRIATE FUNDS FOR THE TOWN CENTER TRAIL, PHASE 3 AND LEBANON ROAD SIDEWALKS, PHASE 3 PROJECTS THAT WERE RECENTLY AWARDED ADDITIONAL GRANT FUNDING [1412](#)

Sponsors: Kenneth Martin, City Manager,

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

Legislative History

- 9/22/25 Board of Commissioners recommended for second reading to the Board of Commissioners
- 10.C.** AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 47/47B E. CALDWELL STREET, APPROXIMATELY 1.2 ACRES, MAP 0721, GROUP A, PARCELS 005.00 AND 006.00 FROM RS-40 TO CTC **[1349](#)**
- Sponsors:** Planning Commission Positive Recommendation
- Attachments:** [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - Map](#)
[Staff Report](#)
- Legislative History**
- 8/21/25 Planning Commission **Positive Recommendation to the Board of Commissioners
- 9/8/25 Board of Commissioners recommended for second reading to the Board of Commissioners

11. New Business

- 11.A.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 19.56 ACRES OF PROPERTY AT 3150 NONAVILLE ROAD, MAP 031, PARCEL 32.01, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY. **[1390](#)**
- Sponsors:** Planning Commission Positive Recommendation
- Attachments:** [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - Map](#)
[Staff Report](#)
[Plan of Services](#)
- Legislative History**
- 9/18/25 Planning Commission **Positive Recommendation to the Board of Commissioners

- 11.B.** AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 6600 CENTRAL PIKE, APPROXIMATELY 8.21 ACRES, MAP 097, PARCEL 018.00 FROM RS-40 TO CMU. **1391**

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

9/18/25 Planning Commission **Positive Recommendation to the Board of Commissioners

- 11.C.** AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 1316 CLEARVIEW DRIVE, APPROXIMATELY 1 ACRE, MAP 077H, GROUP C, PARCEL 002.00, FROM OPS TO CTC. **1392**

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

9/18/25 Planning Commission **Positive Recommendation to the Board of Commissioners

- 11.D.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 6.58 ACRES OF PROPERTY AT 2964 OLD LEBANON DIRT ROAD, MAP 073, PARCEL 64.05, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY. **1393**

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

9/18/25 Planning Commission **Positive Recommendation to the Board of Commissioners

- 11.E.** AN ORDINANCE TO AMEND THE LAND USE PLAN FOR 12.29 ACRES OF PROPERTY KNOWN AS HAMILTON RESERVE ON LEBANON ROAD, MAP 053, PARCEL 44.01, FROM MEDIUM DENSITY RESIDENTIAL TO THOROUGHFARE COMMERCIAL **1396**

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

9/18/25 Planning Commission **Positive Recommendation to the Board of Commissioners

- 11.F.** AN ORDINANCE TO REZONE PROPERTY LOCATED ON LEBANON ROAD, APPROXIMATELY 12.29 ACRES, MAP 053, PARCEL 044.01 FROM RS-40 TO CRC. **1397**

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

9/18/25 Planning Commission **Positive Recommendation to the Board of Commissioners

- 11.G.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 10 ACRES OF PROPERTY AT WATERMARK WAY, MAP 073, P/O PARCEL 021.00, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY. **1399**

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

9/18/25 Planning Commission **Positive Recommendation to the Board of Commissioners

- 11.H. AN ORDINANCE TO REZONE PROPERTY LOCATED ON WATERMARK WAY, APPROXIMATELY 10 ACRES, MAP 073, P/O PARCEL 021.00 FROM WILSON COUNTY R-1 TO RS-20. [1400](#)

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

9/18/25 Planning Commission **Positive Recommendation to the Board of Commissioners

- 11.I. 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 ARTICLES V, VI & VII, SECTIONS 5-103A, 5-103.4, 6-103A, 6-103.3 & 7-103A, BUILDING HEIGHT [1406](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Ordinance](#)
[Staff Report](#)

Legislative History

9/18/25 Planning Commission **Positive Recommendation to the Board of Commissioners

- 11.J. 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](#)
[Zoning Regulations Amendments Redline](#)

- 11.K. A RESOLUTION TO AMEND THE CITY MANAGER'S EMPLOYMENT AGREEMENT PREVIOUSLY APPROVED BY RESOLUTION 40-2023 [1415](#)

Sponsors: Kenneth Martin, City Manager,

Attachments: [Resolution](#)
[Agreement Amendment 1](#)
[Resolution 40-2023](#)

- 11.L.** A RESOLUTION APPROVING GRANTS BY THE CITY OF MT. JULIET AS PREVIOUSLY BUDGETED IN THE 2025/2026 BUDGET ORDINANCE (ORDINANCE 2025-35) [1376](#)

Sponsors: Kenneth Martin, City Manager,

Attachments: [Resolution](#)
[FY26 Grant allocation](#)

Legislative History

9/22/25 Board of Commissioners no action taken

- 11.M.** A RESOLUTION DECLARING CITY OF MT. JULIET PARKS DEPARTMENT PROPERTY AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION [1450](#)

Sponsors: Kenneth Martin, City Manager,

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

12. Appointments

- 12.A.** City of Mt. Juliet Ethics Commission - District 1 - Commissioner Giles [1339](#)

Sponsors: Art Giles, Commissioner

Attachments: [City Code Sec. 2-355 \(Relevant Sections\)](#)

Legislative History

8/11/25 Board of Commissioners no action taken

13. Adjournment



Mt. Juliet, Tennessee

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

Staff Report

File #: 1422

Agenda Date: 10/27/2025

Agenda #:

Title:

Public Hearing Notice - 10-27-2025

Public Notice

The Board of Commissioners of the City of Mt. Juliet will conduct a public hearing and consider the following on October 27, 2025, at 6:15PM, at City Hall located at 2425 N. Mt. Juliet Road.

- An Ordinance to annex into the Corporate Boundaries of The City of Mt. Juliet Roadway and Associative Right-Of-Way on E. Division Street from the Existing City Limits, at the Northwestern Property Corner of Parcel 072 067.00, to a point, approximately 2,293 Linear Feet, East Along E. Division Street, being located within the City's Urban Growth Boundary, and to approve the plan of services.
- An Ordinance to Rezone the Property Located At 43 E. Caldwell Street, approximately 0.57 Acres, Map 0721, Group A, Parcel 003.00 From RS-40 To CTC
- An Ordinance to Rezone the Property Located at 3336 N. Mt. Juliet Road, approximately 1.37 Acres, Map 054, Parcel 179.01 From RS-40 to CTC
- An Ordinance to amend the Land Use Plan for the property known as The Sutton located on Golden Bear Gateway, Map 072, Parcels 047.00, 047.01, 048.00 & 049.00, Map 077, Parcels 010.02, 011.01, & 012.02 From Mixed Use to Mixed Use and High Density Residential
- An Ordinance to rezone approximately 73.96 Acres of property known as The Sutton, located on Golden Bear Gateway, Map 072, Parcels 047.00, 047.01, 048.00 & 049.00, Map 077, Parcels 010.02, 011.01, & 012.02, From OPS-PUD, OPS AND RS-40 to CMU-PUD and RS-10-PUD and to adopt the preliminary master development plan for a mixed use development
- An Ordinance to rezone the property located at 47/47b E. Caldwell Street, approximately 1.2 Acres, Map 0721, Group A, Parcels 005.00 And 006.00 from RS-40 to CTC
- An Ordinance amending the Fiscal Year 2025/2026 Budget Ordinance 2025-35 to appropriate funds for The Town Center Trail, Phase 3 And Lebanon Road Sidewalks, Phase 3 Projects that were recently awarded additional grant funding
- An Ordinance amending the Fiscal Year 2025/2026 Budget Ordinance 2025-35 to transfer personnel funds from The Police Department to The Executive Department

The public is invited to attend and comment.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1418

Agenda Date: 10/27/2025

Agenda #:

Title:

Meeting Minutes to be Approved - 9-22-2025

Mt. Juliet, Tennessee

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



Meeting Minutes

Monday, September 22, 2025

6:30 PM

Commission Chambers

Board of Commissioners

Workshop: Architect Workshop 5:15 PM

Board of Commissioners Workshop Notice

[1409](#)

Sponsors: Kenneth Martin, City Manager,

Attachments: [Public Notice - Workshop](#)

Commissioner Giles asked about another entrance for commissioners and parking and raised security considerations.

Discussion was held on comments that had been heard from all members.

Mayor Maness provided comments on the history of City Hall and commissioners.

The Architect Workshop representatives asked what board members would like to see within the building.

Mayor Maness stated a need for more seating capacity and the ability to leave the table safely.

Commissioner Milele requested a larger seating area for meetings and expressed that a separate meeting room for commissioners may not be necessary.

City Manager Martin stated a separate meeting room would be beneficial for legal updates and individual meetings between citizens and their elected official.

Commissioner Giles responded that additional meeting rooms were not needed.

Discussion was held on whether another room would be needed for workshops. Mayor Maness stated it would require cameras, City Manager Martin responded no due to security reasons, and Commissioner Giles agreed.

Commissioner Milele requested separate buttons for voting. Mayor Maness noted that it had previously slowed the meeting process greatly.

Mayor Maness stated the building should look professional and welcoming, with a balance between cost and upkeep.

Commissioner Giles noted the need to be cautious in comparison to the new MJPD facility and emphasized the importance of protection for employees.

Discussion was held.

Commissioner Giles spoke about adding more signage showing where and what everything is within City Hall.

Commissioner Hefner recommended staying in the current location, noting that additional space may not be needed in the foreseeable future; however, if expansion is required, a larger conference room and commission chamber would be beneficial.

1. Public Hearing 6:15 PM

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

1.A. Public Hearing Notice**1408**

Attachments: [Public Notice - 9-22-2025](#)

Lucas Dancy-Cabeal, 602 Cooks Hill Road - Spoke against the Mira Bella development.

Jeff Brown Jr., 1005 Bass Lane - Spoke against the Mira Bella development.

Cheri Lynn Baltz, 51 Bass Lane - Spoke against the Mira Bella development.

Lois Sabino, 419 Golden Grove - Spoke against the Mira Bella development.

W.D. Wheeler, 2019 Stonebrook Circle - Spoke against the Mira Bella development.

2. Call to Order & Declare a Quorum Present

Mayor Maness called the meeting to order and declared a quorum present.

Present: Commissioner Art Giles, Mayor James Maness, Commissioner Jennifer Milele, and Commissioner Scott Hefner

Absent: Vice Mayor/Commissioner Bill Trivett

3. Set Agenda

Commissioner Hefner stated that an email had been received from the attorney representing the Mira Bella development requesting a deferral. His motion was to remove all items pertaining to Mira Bella from the agenda. Commissioner Milele seconded the motion.

Vote: Commissioner Hefner - Aye; Commissioner Milele - Aye; Commissioner Giles - Nay; Mayor Maness - Nay. Motion failed.

Mayor Maness noted that Items 12.A. and 12.E. would be moved to the Consent Agenda with no objection.

4. Invocation & Pledge of Allegiance

City Manager Martin led the invocation and the Pledge of Allegiance.

5. Approval of Minutes

5.A. Meeting Minutes to be Approved – 9-8-2025**1407****Attachments:** [Meeting Minutes to be Approved - 9-8-2025](#)

A motion was made by Commissioner Giles, seconded by Commissioner Hefner, that this Minutes be approved. The motion carried by the following vote:

RESULT: APPROVED**MOVER:** Art Giles**SECONDER:** Scott Hefner**Aye:** Commissioner Giles, Mayor Maness, Commissioner Milele, and Commissioner Hefner**Absent:** Vice Mayor/Commissioner Trivett**6. Citizens Comments**

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

Brad Young, 3138 Hidden Creek Drive - Spoke against the Mira Bella development.

Cynthia Sharp, 902 Lexie Court - Spoke against the Mira Bella development.

Glenn Etvir, 1026 Stonehollow Way - Spoke against the Mira Bella development.

Alan Stephens, 1010 Stonehollow Way - Spoke against the Mira Bella development.

Julie Silliman, 2014 Stonebrook Circle - Spoke against the Mira Bella development.

Teresa Hollingsworth, 1024 Stonehollow Way - Spoke against the Mira Bella development.

Brian Risner, 361 Bass Lane - Spoke against the Mira Bella development.

Dalton Gleaves, 911 Beckwith Road - Spoke against the Mira Bella development.

Dave Clock, 2026 Stonebrook Circle - Spoke against the Mira Bella development.

Kyle Allen, 2078 Morgans Way, Hendersonville, TN - Representing the Mira Bella development; explained the development plans.

Jeff Morrison, 3113 Hidden Creek Drive - Requested alternate routes for sewer lines for the Mira Bella development.

Melinda Miller, 1004 Stonehollow Way - Spoke against the Mira Bella development.

Michael Hartlein, 2034 Stonebrook Circle - Spoke against the Mira Bella development.

7. Commissioner Reports & Comments

Commissioner Giles thanked everyone for attending the meeting, including those from his district. He commented on the recent vigil held in the City of Mt. Juliet, expressing appreciation to the preachers and musicians who participated, and encouraged everyone to continue praying for the family. Regarding the Mira Bella development, Commissioner Giles noted that he has reconsidered his prior position. He stated that he can no longer support the development because Lebanon Road is not included in the 10-year transportation plan. He further commented that blasting has become excessive within the city.

Commissioner Hefner echoed Commissioner Giles' remarks about Charlie Kirk's vigil, and noted the importance of bringing people together to engage in discussion even when there is disagreement. He expressed appreciation for everyone who attended the meeting to voice their opinions. He addressed comments regarding the Planning Commission, acknowledging both negative and positive feedback, and clarified that all appointments are made by the Mayor except for the BOC representative. Commissioner Hefner stated he was extremely proud of how the new Mt. Juliet Police Department building turned out. He apologized to those he was unable to respond to by email and again thanked everyone for coming out.

Commissioner Milele thanked everyone for attending the meeting, noting that it takes effort for citizens to come out and participate. She stated that she had reached out to Public Works regarding the Mira Bella development and will ask them to come speak when the items come before the Board. She commented that the Charlie Kirk vigil went very well and expressed her thankfulness to live in a city where events like this can be held.

Mayor Maness reflected on Charlie Kirk's life, stating that he lived a good life and that he hopes to emulate him. He noted that he had responded to all emails received regarding the Mira Bella development. The Mayor commented that while the development is a beautiful project, he shared concerns raised during the public comments regarding sewer capacity and emergency response times. From a financial standpoint, he stated that he is against growth that stretches the City's resources too thin.

8. City Manager's Report

City Manager Martin thanked everyone for attending and stated that Mt. Juliet is the most patriotic city in the country. He encouraged residents and businesses to display American flags, noting that this is the only country we have.

He expressed thankfulness for sidewalks and the work of the Bicycle and Pedestrian Advisory Committee (BPAC). He also thanked Commissioner Milele and Commissioner Giles for their efforts.

City Manager Martin concluded his comments by encouraging everyone to shop local.

9. Unfinished Business Consent Agenda Items

Items 9.A., 12.A., and 12.E. were read together.

- 9.A.** AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO ACCEPT INSURANCE PROCEEDS AND APPROPRIATE FUNDS FOR REPAIR OF TRAFFIC SIGNAL CABINET

[1378](#)

Sponsors: Kenneth Martin, City Manager,

Attachments: [Ordinance](#)

Items 9.A., 12.A., and 12.E. were read together on the consent agenda.

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

RESULT: ADOPTED

MOVER: Art Giles

SECONDER: Jennifer Milele

Aye: Commissioner Giles, Mayor Maness, Commissioner Milele, and Commissioner Hefner

Absent: Vice Mayor/Commissioner Trivett
Enactment No: 2025-41

10. Unfinished Business - Annexation, Land Use Amendment, Rezone of Mira Bella Development

Items 10.A., 10.B., 10.C., 10.D., and 10.E.

Mayor Maness stated that Items 10.A. through 10.E. would be read together. There was no objection.

Commissioner Hefner provided context on the City's Urban Growth Boundary, noting that other options would remain available if the project were to fail, such as development in the county. He discussed alternatives to blasting, adding that the developer is a local resident who plans to live in the neighborhood.

Commissioner Milele agreed with many of Commissioner Hefner's points, expressing disappointment that the item was not deferred and that Vice Mayor Trivett was not present to provide input. She stated that she liked the project and found it to be a beautiful development, and explained her conversations with Public Works regarding road improvements and the TDOT 10-year plan.

Commissioner Giles stated that voluntary contributions are not collected up front, that Lebanon Road improvements only extend to West Elementary School, and that he agreed with the Mayor in not supporting the project.

Mayor Maness reiterated that while a property may be located within the City's Urban Growth Boundary, that does not require annexation. He expressed long-term concerns with out-of-city sewer service.

The Mayor opened the floor for staff input. City Traffic Engineer Todd Serpent stated concerns with traffic accessing Lebanon Road. Commissioner Milele asked the Director of Engineering Shane Shamanur to address an email that had been received earlier in the day.

Discussion was held.

Commissioner Hefner asked the applicant about build time. Applicant responded that construction would begin in 2027 and take approximately 8-10 years to complete.

Discussion was held on sewer capacity. Commissioner Hefner asked Utilities Director Tim Forkum about the use of rock saws, to which he responded that he had no issue with them as an alternative to blasting. The applicant confirmed they were agreeable to this alternative.

Discussion was held on extending coverage for MJPd and MJFD, as well as on the proposed gated community and its effect on police zones.

Emily Lamb, Winston Law Firm, 1221 Broadway, and Kyle Allen, applicant, stated that materials would be stored off site with Mr. Bradshaw.

Further discussion was held addressing questions raised by the public during public comments, including manholes, impacts to Stone Hollow Trail, and related infrastructure concerns.

Commissioner Milele made a motion to defer the items to October 27, 2025.
Commissioner Hefner seconded the motion.

Vote: Commissioner Hefner - Aye; Commissioner Milele - Aye; Commissioner Giles - Nay; Mayor Maness - Nay. Motion failed.

The motion to defer failed.

10.A. A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE
PROPERTY KNOWN AS THE MIRA BELLA SUBDIVISION
PROPERTY, LOCATED AT THE SOUTHEAST INTERSECTION OF
LEBANON ROAD AND BASS LANE MAP 055 PARCELS 70.02,
70.03, 92.00, 92.04, 102.00, IN WILSON COUNTY, TENNESSEE,
LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

1247

Sponsors: Planning Commission Negative Recommendation

Attachments: [Resolution](#)

A motion was made by Commissioner Milele, seconded by Commissioner Hefner, that this be approved. The motion failed by the following vote:

RESULT: DENIED

MOVER: Jennifer Milele

SECONDER: Scott Hefner

Aye: Commissioner Milele, and Commissioner Hefner

Nay: Commissioner Giles, and Mayor Maness

Absent: Vice Mayor/Commissioner Trivett

- 10.B.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 403.44 ACRES, PROPERTY LOCATED OFF BECKWITH ROAD, LEBANON ROAD AND BASS LANE, MAP 055, PARCELS 070.02, 070.03, 092.00, 092.04, 102.00 AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY. [1066](#)

Sponsors: Planning Commission Negative Recommendation

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

A motion was made by Commissioner Milele, seconded by Commissioner Hefner, that this be approved. The motion failed by the following vote:

RESULT: DENIED

MOVER: Jennifer Milele

SECONDER: Scott Hefner

Aye: Commissioner Milele, and Commissioner Hefner

Nay: Commissioner Giles, and Mayor Maness

Absent: Vice Mayor/Commissioner Trivett

- 10.C.** A RESOLUTION IN MEMORANDUM OF ORDINANCE _____ RELATIVE TO THE ANNEXATION OF THE PROPERTY LOCATED OFF OF BECKWITH RD, LEBANON RD, AND BASS LN, ALSO KNOWN AS MIRA BELLA [1249](#)

Sponsors: Planning Commission Negative Recommendation

Attachments: [Resolution](#)

A motion was made by Commissioner Milele, seconded by Commissioner Hefner, that this be approved. The motion failed by the following vote:

RESULT: DENIED

MOVER: Jennifer Milele

SECONDER: Scott Hefner

Aye: Commissioner Milele, and Commissioner Hefner

Nay: Commissioner Giles, and Mayor Maness

Absent: Vice Mayor/Commissioner Trivett

- 10.D.** AN ORDINANCE TO AMEND THE LAND USE PLAN FOR THE PROPERTY KNOWN AS MIRA BELLA SUBDIVISION LOCATED ON LEBANON ROAD, MAP 055, PARCELS 070.02 AND 070.03, FROM LOW DENSITY RESIDENTIAL TO NEIGHBORHOOD COMMERCIAL

[1065](#)

Sponsors: Planning Commission Positive Recommendation

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

A motion was made by Commissioner Milele, seconded by Commissioner Hefner, that this be approved. The motion failed by the following vote:

RESULT: DENIED

MOVER: Jennifer Milele

SECONDER: Scott Hefner

Aye: Commissioner Milele, and Commissioner Hefner

Nay: Commissioner Giles, and Mayor Maness

Absent: Vice Mayor/Commissioner Trivett

- 10.E.** AN ORDINANCE TO REZONE APPROXIMATELY 403.44 ACRES OF PROPERTY OFF OF BECKWITH ROAD, LEBANON ROAD AND BASS LANE, MAP 055, PARCELS 070.02, 070.03, 092.00, 092.04, 102.00 FROM WILSON COUNTY R-1 TO RS-40 AND CNS PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR MIRA BELLA SUBDIVISION

[1067](#)

Sponsors: Planning Commission Negative Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - PMDP Map](#)
[Exhibit C - Rezone Map](#)
[Exhibit D – Public Sewer License Agreement](#)
[Staff Report](#)

A motion was made by Commissioner Milele, seconded by Commissioner Hefner, that this be approved. The motion failed by the following vote:

RESULT: DENIED

MOVER: Jennifer Milele

SECONDER: Scott Hefner

Aye: Commissioner Milele, and Commissioner Hefner

Nay: Commissioner Giles, and Mayor Maness

Absent: Vice Mayor/Commissioner Trivett

11. Unfinished Business

11.A. AN ORDINANCE TO APPROVE THE LEASE AGREEMENT WITH THE MT. JULIET-WEST WILSON COUNTY SENIOR CITIZENS SERVICE CENTER FOR THE MT. JULIET SENIOR ACTIVITY CENTER

[1265](#)

Sponsors: Kenneth Martin, City Manager,

Attachments: [Ordinance re Approving Lease Agreement](#)
[Lease Agreement for Senior Center](#)
[Lease Agreement for Senior Center - EX A Floor Plan](#)

Commissioner Giles made a motion to adopt the redline edition of the lease agreement. Mayor Maness seconded the motion.

Vote: Yea - Unanimous.

Back on the ordinance as 1X amended.

Discussion was held on who would cover the utility bills.

It was noted that Rob Porter would represent the Senior Citizens on the matter.

Mayor Maness stated that he liked the idea of using the courtroom at the former Police Department for meetings.

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, Mayor Maness, Commissioner Milele, and Commissioner Hefner

Absent: Vice Mayor/Commissioner Trivett
Enactment No: 2025-42

12. New Business

- 12.A.** AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO APPROPRIATE FUNDS FOR THE TOWN CENTER TRAIL, PHASE 3 AND LEBANON ROAD SIDEWALKS, PHASE 3 PROJECTS THAT WERE RECENTLY AWARDED ADDITIONAL GRANT FUNDING [1412](#)

Sponsors: Kenneth Martin, City Manager,

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

Items 9.A., 12.A., and 12.E. were read together on the consent agenda.

A motion was made by Commissioner Giles, seconded by Commissioner Milele, that this Ordinance be recommended for second reading to the Board of Commissioners, on meeting date of 10/27/2025. The motion carried by the following vote:

RESULT: RECOMMENDED FOR SECOND READING

MOVER: Art Giles

SECONDER: Jennifer Milele

Aye: Commissioner Giles, Mayor Maness, Commissioner Milele, and Commissioner Hefner

Absent: Vice Mayor/Commissioner Trivett

**12.B. AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET
ORDINANCE 2025-35 TO TRANSFER PERSONNEL FUNDS FROM
THE POLICE DEPARTMENT TO THE EXECUTIVE DEPARTMENT**

1414

Sponsors: Kenneth Martin, City Manager,

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

Commissioner Milele explained that this matter arose due to the upcoming retirement of Deputy City Manager/City Recorder Sheila Luckett and the resulting split of the City Recorder and Deputy City Manager positions. She requested that the matter be divided into two ordinances for two different positions, City Manager and Deputy City Manager, and moved to divide the question so the two positions could be considered separately. With no second, the motion failed.

Commissioner Milele stated she had no issue with the Deputy City Manager pay and the separate position.

City Manager Martin stated that he had not anticipated this change and explained the reasons it appeared unexpectedly.

Deputy City Manager/City Recorder Sheila Luckett explained her retirement and gave her thoughts on the discussion.

Mayor Maness commented that, on average, the City Manager's salary is less than that of many Deputy City Managers in other local jurisdictions.

Commissioner Hefner emphasized ensuring that the change would have zero impact on the General Fund. He stated that if the money was not available, he would be willing to allocate \$11,000 from his salary to cover the raise for the City Manager.

Commissioner Milele asked how the pay scale would work with the top out. City Manager Martin explained the process. He also thanked the Commission and promised to bring back a cost-of-living adjustment (COLA) for consideration.

A motion was made by Commissioner Hefner, seconded by Commissioner Giles, that this Ordinance be recommended for second reading to the Board of Commissioners, on meeting date of 10/27/2025. The motion carried by the following vote:

RESULT: RECOMMENDED FOR SECOND READING

MOVER: Scott Hefner

SECONDER: Art Giles

Aye: Commissioner Giles, Mayor Maness, Commissioner Milele, and
Commissioner Hefner

Absent: Vice Mayor/Commissioner Trivett

12.C. AN ORDINANCE TO AMEND THE FISCAL YEAR 25/26 BUDGET ORDINANCE 2025-35 TO INCREASE FUNDING FOR COMMUNITY GRANTS [1416](#)

Sponsors: Art Giles, Commissioner, James Maness, Mayor

Attachments: [Ordinance](#)

Commissioner Giles thanked Commissioner Milele for her work but stated that he felt the need to contribute to soccer.

Commissioner Milele explained the grant process and noted that this is the tightest budget since she has been on the Board. She stated that the money is not available, noting the request was for \$46,000 based on the number of participants. She further stated there is no reason to take funds from reserves and that feeling sympathy for the request is not sufficient justification for allocation.

Mayor Maness stated that Commissioner Milele made good points and expressed a desire to find \$5,000 from another source rather than from reserves.

A motion was made by Commissioner Giles, seconded by Commissioner Hefner, that this Ordinance be approved. The motion failed by the following vote:

RESULT: DENIED

MOVER: Art Giles

SECONDER: Scott Hefner

Aye: Commissioner Giles, and Mayor Maness

Nay: Commissioner Milele, and Commissioner Hefner

Absent: Vice Mayor/Commissioner Trivett

12.D. A RESOLUTION APPROVING GRANTS BY THE CITY OF MT. JULIET AS PREVIOUSLY BUDGETED IN THE 2025/2026 BUDGET ORDINANCE (ORDINANCE 2025-35) [1376](#)

Sponsors: Kenneth Martin, City Manager,

Attachments: [Resolution](#)
[FY26 Grant allocation](#)

The item failed for lack of a second.

This Resolution had no action taken, as it failed for lack of second.

RESULT: NO ACTION TAKEN

MOVER: Jennifer Milele

- 12.E.** RESOLUTION APPROVING AN EASEMENT AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND R.J. CORMAN RAILROAD COMPANY/NASHVILLE AND EASTERN RAILROAD AUTHORITY (NERA) FOR THE INSTALLATION, MAINTENANCE, AND PUBLIC USE OF A GREENWAY TRAIL WITHIN THE RAILROAD RIGHT-OF-WAY AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT [1368](#)

Sponsors: Kenneth Martin, City Manager,

Attachments: [Resolution](#)
[Executive Summary](#)
[Amendment Greenway Easement \(RJ Corman\)](#)

Items 9.A., 12.A., and 12.E. were read together on the consent agenda.

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

RESULT: ADOPTED

MOVER: Art Giles

SECONDER: Jennifer Milele

Aye: Commissioner Giles, Mayor Maness, Commissioner Milele, and Commissioner Hefner

Absent: Vice Mayor/Commissioner Trivett
Enactment No: 65-2025

- 12.F.** A RESOLUTION TO HONOR THE LIFE AND LEGACY OF CHARLES JAMES "CHARLIE" KIRK [1413](#)

Sponsors: James Maness, Mayor, Art Giles, Commissioner

Attachments: [Resolution](#)

Mayor Maness stated that Vice Mayor Trivett would like to co-sponsor the item and that he was in agreement. He credited Robert G. Port with the inspiration and wording of the resolution.

Tyson Beavers announced the opening of the first Turning Point chapter in Wilson County at Green Hill High School, with its first meeting scheduled for Wednesday. He explained how the chapter was founded.

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

RESULT: ADOPTED

MOVER: Scott Hefner

SECONDER: Art Giles

Aye: Commissioner Giles, Mayor Maness, Commissioner Milele, and Commissioner Hefner

Absent: Vice Mayor/Commissioner Trivett
Enactment No: 66-2025

13. Adjournment

9:15 pm

Mayor James Maness

City Recorder Sheila S. Lockett, MMC



Mt. Juliet, Tennessee

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

Staff Report

File #: 1344

Agenda Date: 11/10/2025

Agenda #: 8.A.

Title:

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET ROADWAY AND ASSOCIATIVE RIGHT-OF-WAY ON E. DIVISION STREET FROM THE EXISTING CITY LIMITS, AT THE NORTHWESTERN PROPERTY CORNER OF PARCEL 072 067.00, TO A POINT, APPROXIMATELY 2,293 LINEAR FEET, EAST ALONG E. DIVISION STREET, BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET ROADWAY AND ASSOCIATIVE RIGHT-OF-WAY ON E. DIVISION STREET FROM THE EXISTING CITY LIMITS, AT THE NORTHWESTERN PROPERTY CORNER OF PARCEL 072 067.00, TO A POINT, APPROXIMATELY 2,293 LINEAR FEET, EAST ALONG E. DIVISION STREET, BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of August 21, 2025, and forwarded a positive recommendation (Vote 9-0-0) 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 _____ and notice thereof published in the Chronicle of Mt. Juliet on October 1, 2025; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to annex roadway and associative right-of-way on E Division Street from the existing city limits at the northwestern property corner of parcel 072 067.00 to a point approximately 2,293 linear feet going east along E. Division Street; and

WHEREAS, the property described herein is entirely within the Mt. Juliet Urban Growth Boundary; 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, 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 herein below and as shown and further described on Exhibit A attached hereto, 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 (9-0-0) in a regular meeting held on August 21, 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

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:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Luckett, MMC, City Recorder

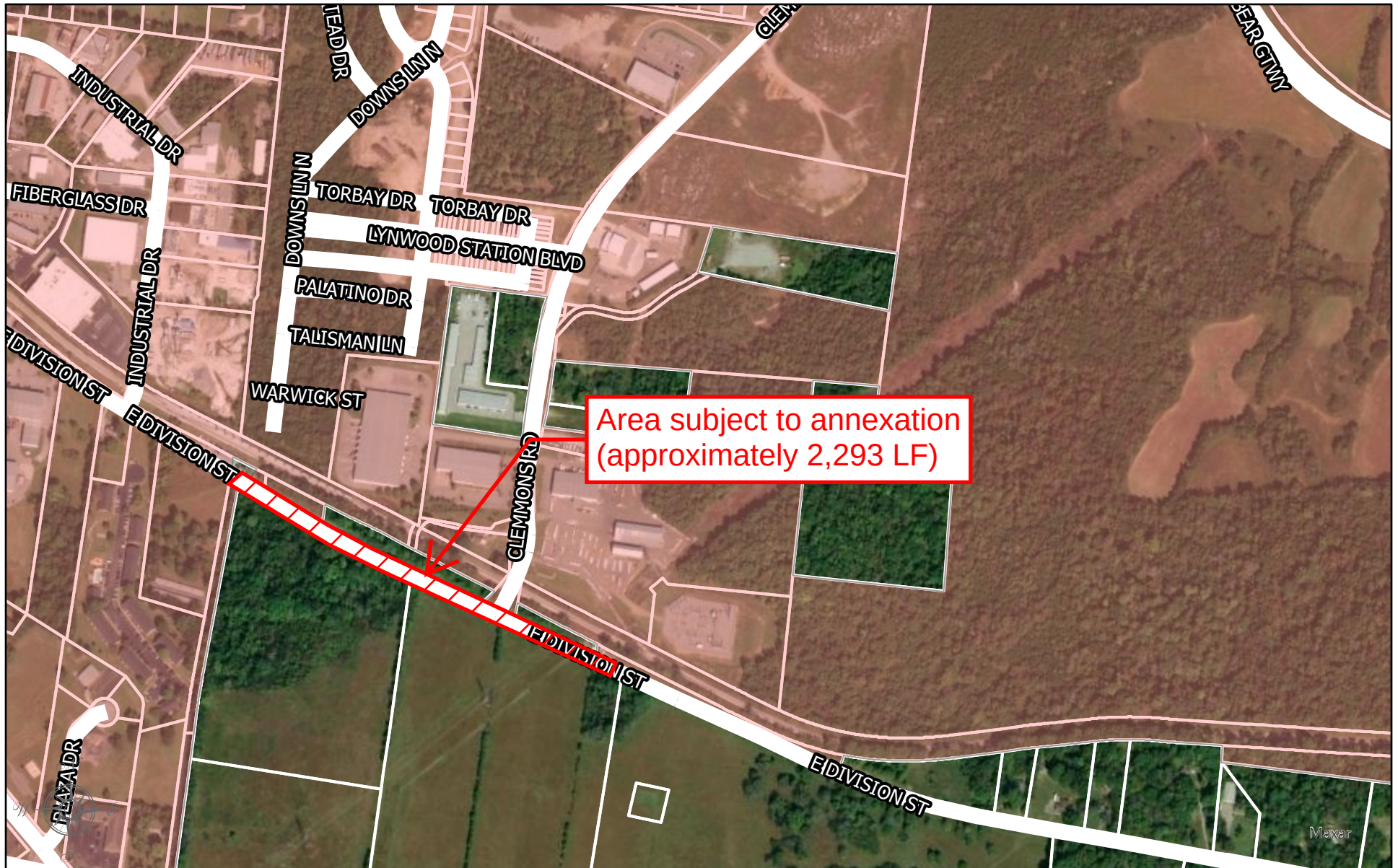
APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description

LEGAL DESCRIPTION – The subject item is the proposed annexation of roadway and associative right-of-way on E Division Street from the existing city limits at the northwestern property corner of parcel 072 067.00 to a point approximately 2,293 linear feet going east along E. Division Street.

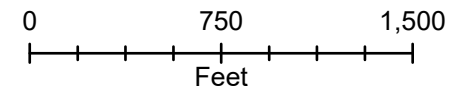
Exhibit B - E Division St Annexation



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: July 17, 2025





MEMORANDUM

Date: August 21, 2025

To: Luke Winchester, Chairman
and Planning Commission

From: Shane Shamanur, PE
Director of Engineering

Re: Review the Roadway and Right-of-Way
Annexation: E Division Street

OVERVIEW: The subject item is the proposed annexation of roadway and associative right-of-way on E Division Street from the existing city limits at the northwestern property corner of parcel 072 067.00 to a point approximately 2,293 linear feet going east along E. Division Street.

BACKGROUND & ANALYSIS: As part of the conditions of approval of the Lynwood Station development placed by the City of Mt. Juliet Board of Commissioners, the developer is required to make improvements to S Greenhill Road. To make these improvements to E Division Street, the City needs to take over ownership of the roadway ROW, so that is the purpose of this request. See the attached exhibit for the requested limits of annexation.

RECOMMENDATION: Staff recommends forwarding this item to the Board of Commissioners with a positive recommendation.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1453

Agenda Date: 10/27/2025

Agenda #: 8.B.

Title:

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE E DIVISION ST ROADWAY AND RIGHT-OF-WAY, LOCATED AROUND CLEMMONS RD, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

RESOLUTION - 2025

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE E DIVISION ST ROADWAY AND RIGHT-OF-WAY, LOCATED AROUND CLEMMONS RD, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY:

WHEREAS, Tennessee Code Annotated Section 6-51-102 an amended requires 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 E Division St Roadway and Right-of-Way located around Clemmons Rd, 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 PORTION OF E DIVISION ST ROADWAY AND RIGHT-OF-WAY LOCATED AROUND CLEMMONS RD, 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 - 2025

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: N/A

J. Street Lighting

RESOLUTION - 2025

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.

BE IT FURTHER RESOLVED

Section 1. 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.

Section 2. 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.

Section 3. This resolution shall take effect on the earliest date allowed by law.

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Luckett, MMC, 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 #: 1348

Agenda Date: 10/27/2025

Agenda #: 8.C.

Title:

AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 43 E. CALDWELL STREET, APPROXIMATELY 0.57 ACRES, MAP 0721, GROUP A, PARCEL 003.00 FROM RS-40 TO CTC

ORDINANCE NO. _____

AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 43 E. CALDWELL STREET, APPROXIMATELY 0.57 ACRES, MAP 0721, GROUP A, PARCEL 003.00 FROM RS-40 TO CTC.

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 August 21, 2025, and forwarded a positive recommendation (9-0-0) 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 _____, 2025 and notice thereof published in the Chronicle of Mt. Juliet on October 1, 2025; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the property located at 43 E. Caldwell Street, approximately 0.57 acres, map 072I, group a, parcel 003.00 from RS-40 to CTC.

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, be and is hereby amended, and altered by rezoning a certain parcel of real property located at 43 E. Caldwell Street, approximately 0.57 acres, map 072I, group a, parcel 003.00 from RS-40 to CTC, (Exhibit B) subject to the conditions below:

Planning and Zoning:

1. All requirements and regulations found in the zoning ordinance pertaining to CTC 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

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.

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:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

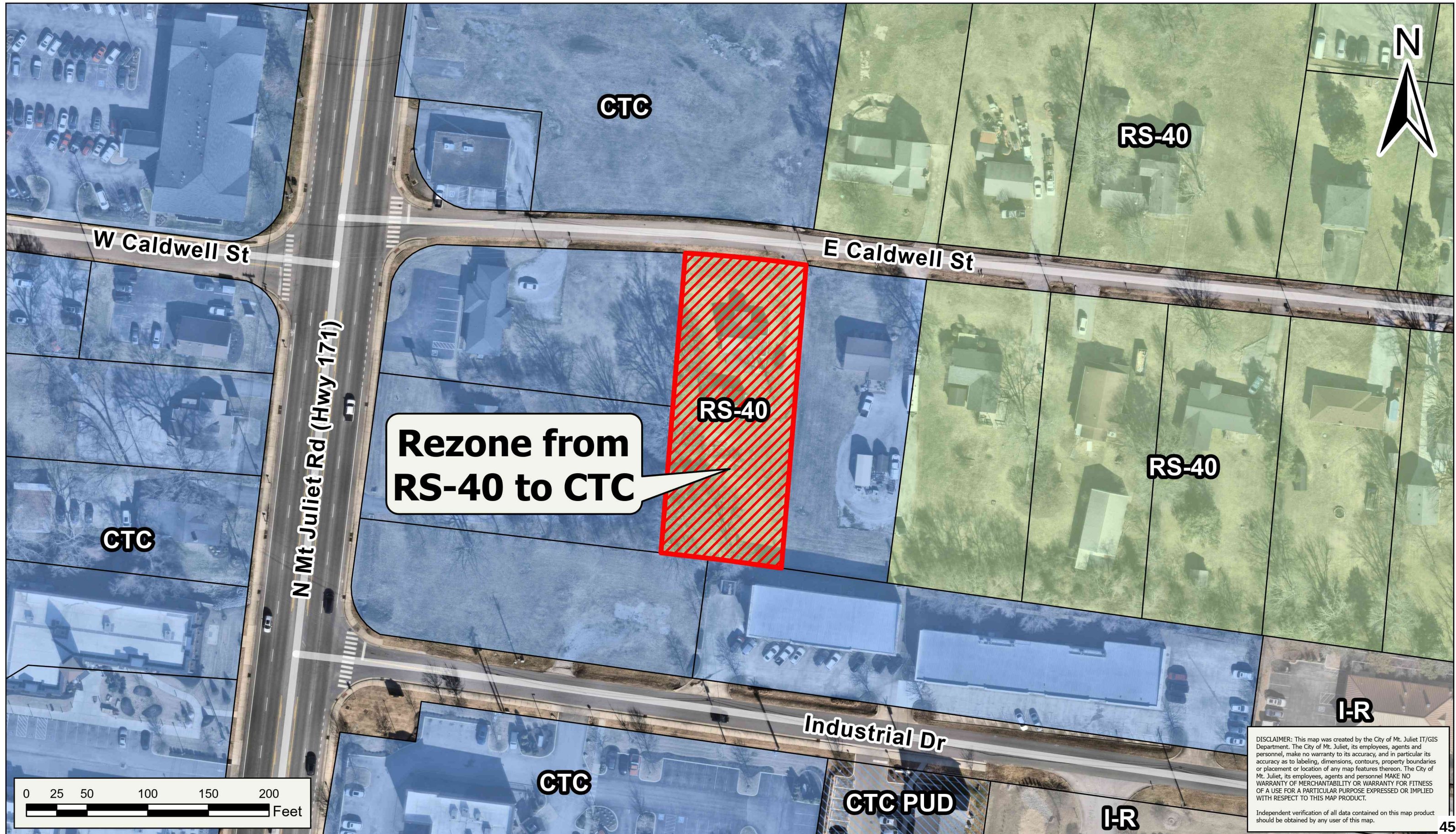
Exhibit A – Legal Description, 43 E Caldwell St.

Being Lot Number 2 on the plan of C.G. Yelton Subdivision, as of record in Plat Book 2, Page 62, revised in Plat Book 2, Page 123, Register's Office for Wilson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description. Being the same property conveyed to ARLENE HOLMGREN, by Executor's Deed executed July 22, 2019, of record in Deed Book 1898, page 1463, in the Register's Office for Wilson County, Tennessee. Being the same property conveyed to ARLENE HOLMGREN, unmarried, JOYCE HATSTAT, and spouse DOUGLAS HATSTAT, from ARLENE HOLMGREN, unmarried by Quitclaim Deed recorded August 12, 2019, of record at Book 1898, pages 1471-1472, as Instrument No. 19679261 in the Register's Office for Wilson County, Tennessee. This is improved property known as 43 EAST CALDWELL ST., MT. JULIET, TN 37122 This conveyance is subject to all previously applicable easements, restrictions, and other matters of record.



Exhibit B- Rezone

43 E Caldwell St
Map 072I, Group A, Parcel 003.00





MEMORANDUM

Date: August 21, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: 43 E. Caldwell Street
Rezone
Map – 072I
Group - A
Parcel – 003.00

Request: The property owner requests a rezone approval for property located at 43 E. Caldwell Street in District 3.

Analysis: The subject property is located on the south side of E. Caldwell, one lot east of NMJR. The property includes a single-family home. The request is a zone change from RS-40 to CTC. A summary of the request is below:

REQUEST SUMMARY	Land Use Map Classification	Requested Classification	Current Zoning District	Requested Zoning District
43 E. Caldwell	Town Center Com.	N/A	RS-40	CTC

Future Land Use Plan: This property is in the City limits. The City's future land use plan identifies this area as Town Center Commercial. The request for CTC zoning is consistent with the land use plan, so no change is required nor sought.

Zoning: Current zoning is RS-40, requested is CTC, the land use plan is supportive of this request. Adjacent zoning districts include CTC to the south east and west. CTC zoning is found across E. Caldwell St. too.

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 for RS-40 to CTC zoning at 43 E. Caldwell. The City's land use plan supports the request.

Recommendation: Staff recommends forwarding the rezone request for 43 E. Caldwell Street from RS-40 to CTC to the Board of Commissioners with a positive recommendation, subject to the conditions below:

Planning and Zoning:

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

Engineering:

1. No Comments Received.

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 #: 1347

Agenda Date: 10/27/2025

Agenda #: 8.D.

Title:

AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 3336 N. MT. JULIET ROAD,
APPROXIMATELY 1.37 ACRES, MAP 054, PARCEL 179.01 FROM RS-40 TO CTC

ORDINANCE NO. _____

AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 3336 N. MT. JULIET ROAD, APPROXIMATELY 1.37 ACRES, MAP 054, PARCEL 179.01 FROM RS-40 TO CTC.

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 August 21, 2025, and forwarded a positive recommendation (9-0-0) 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 _____, 2025 and notice thereof published in the Chronicle of Mt. Juliet on October 1, 2025 and ; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the property located at 3336 N. Mt. Juliet Road, approximately 1.37 acres, map 054, parcel 179.01, from RS-40 to CTC.

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, be and is hereby amended, and altered by rezoning a certain parcel of real property located at 3336 N. Mt. Juliet Road, approximately 1.37 acres, map 054, parcel 179.01 from RS-40 to CTC (Exhibit B), subject to the conditions below:

Planning and Zoning:

1. All requirements and regulations found in the zoning ordinance pertaining to CTC 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

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.

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:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

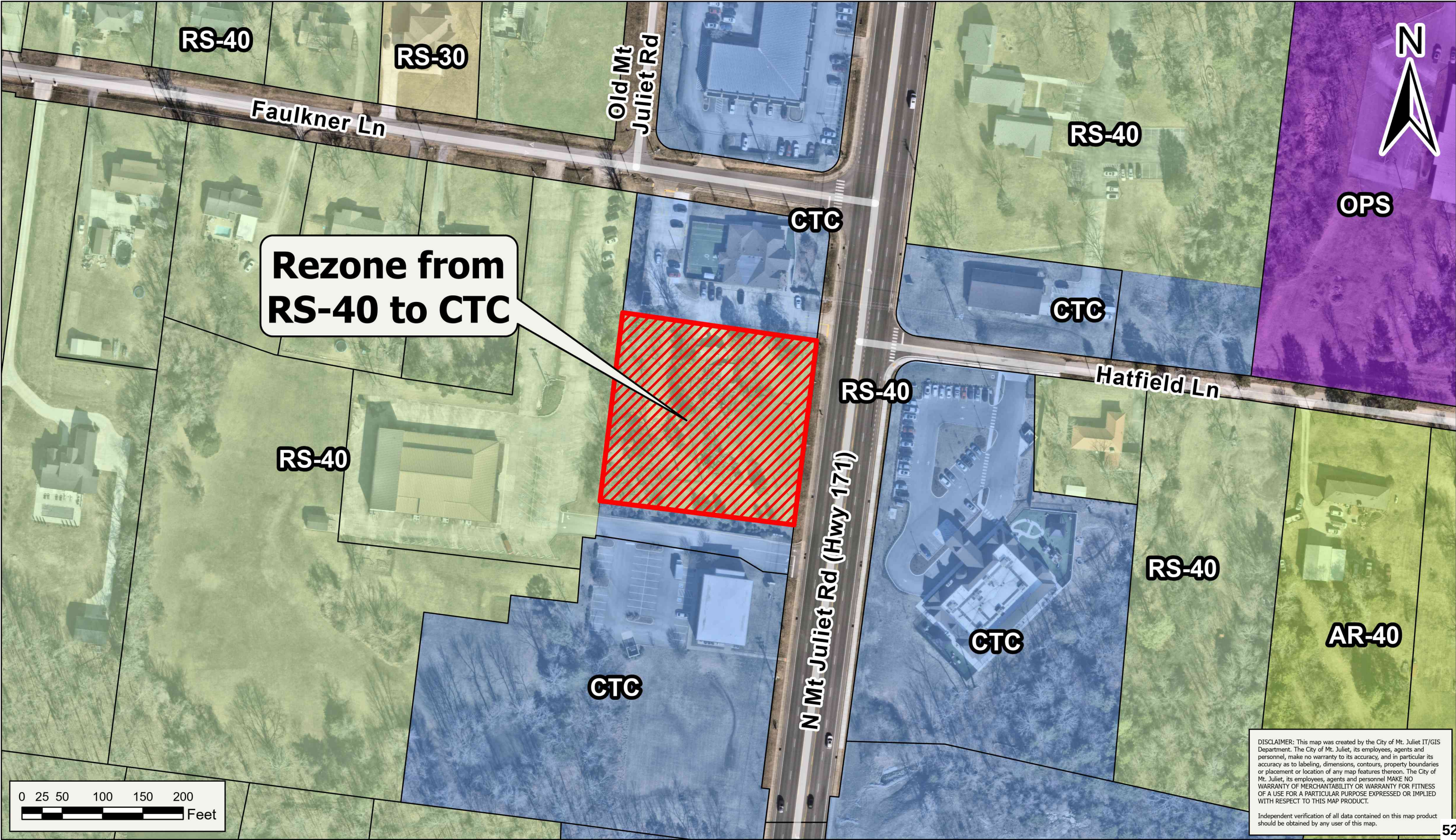
Exhibit A – Legal Description, 3336 N. Mt. Juliet Rd.

Being Tract No. 1 containing 1.16 acres, more or less, and Tract No. 1A containing .21 acres, more or less, as shown on the survey entitled "Subdivision of the J. F. McCulloch Property" dated July 8, 2008, Paul Burton Crockett, Surveyor, Tennessee No. 1394 of record in Plat Book 26, Page 785, Register's Office for Wilson County, Tennessee. Being a portion of the same property conveyed to LYNN C. MCCULLOCH and wife, CAROL ANN MCCULLOCH, by Deed Creating Tenancy by the Entireties, dated October 20, 2020, and of record in Book 2010, Page 2282, Register's Office for WILSON County, Tennessee. REFERENCE is further made to deed of record in Book 1322, Page 964, and deed of record in Book 1322, Page 961, said Register's Office.



Exhibit B- Rezone

3336 N Mt. Juliet Rd
Map 054, Parcel 179.01





MEMORANDUM

Date: August 21, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: 3336 North Mt. Juliet Road
Rezone
Map – 054
Parcel – 179.01

Request: The property owner requests a rezone approval for property located at 3336 N. Mt. Juliet Rd. in District 1.

Analysis: The subject property is located on the west side of NMJR, one lot south of Faulkner Lane. The property includes a single-family home. The request is a zone change from RS-40 to CTC. A summary of the request is below:

REQUEST SUMMARY	Land Use Map Classification	Requested Classification	Current Zoning District	Requested Zoning District
3336 NMJR	Town Center Com.	N/A	RS-40	CTC

Future Land Use Plan: This property is in the City limits. The City's future land use plan identifies this area as Town Center Commercial. The request for CTC zoning is consistent with the land use plan, so no change is required nor sought.

Zoning: Current zoning is RS-40, requested is CTC, the land use plan is supportive of this request. Adjacent zoning districts are CTC to the north and south along the NMJR frontage and RS-40 to the west.

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 for RS-40 to CTC. The City's land use plan supports the request.

Recommendation: Staff recommends forwarding the rezone request for 3336 NMJR from RS-40 to CTC to the Board of Commissioners with a positive recommendation, subject to the conditions below:

Planning and Zoning:

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

Engineering:

1. No Comments Received.

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 #: 1452

Agenda Date: 10/27/2025

Agenda #: 9.A.

Title:

A RESOLUTION APPROVING A SALES AGREEMENT FOR THE CITY OF MT. JULIET TO SELL APPROXIMATELY 5.16 ACRES OF LAND IDENTIFIED AS MAP 077, PARCEL 012.02, AND APPROXIMATELY 1.32 ACRES OF LAND IDENTIFIED AS MAP 077, PARCEL 011.01 (COLLECTIVELY KNOWN AS THE "GOLDEN BEAR PROPERTIES"), LOCATED IN THE CITY OF MT. JULIET, WILSON COUNTY, TENNESSEE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

RESOLUTION - 2025

A RESOLUTION APPROVING A SALES AGREEMENT FOR THE CITY OF MT. JULIET TO SELL APPROXIMATELY 5.16 ACRES OF LAND IDENTIFIED AS MAP 077, PARCEL 012.02, AND APPROXIMATELY 1.32 ACRES OF LAND IDENTIFIED AS MAP 077, PARCEL 011.01 (COLLECTIVELY KNOWN AS THE “GOLDEN BEAR PROPERTIES”), LOCATED IN THE CITY OF MT. JULIET, WILSON COUNTY, TENNESSEE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to sell the properties identified as Map 077, Parcels 012.02 and 011.01, collectively known as the Golden Bear Properties, located in the City of Mt. Juliet, Wilson County, Tennessee; and

WHEREAS, the property was originally purchased for the purpose of a trailhead; and

WHEREAS, the Board of Commissioners agrees to sell the property to Tulit Investments, LLC, for \$1,800,000.00 after Legal Review per the attached Agreement of Sale.

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 approves the attached Agreement of Sale for the properties located at Map 077, Parcel 012.02 (approximately 5.16 acres) and Map 077, Parcel 011.01 (approximately 1.32 acres), collectively known as the Golden Bear Properties, totaling approximately 6.48 acres, to Tulit Investments, LLC, for a purchase price of \$1,800,000.00.

Section 2. The City Manager is authorized to sign the agreement and execute the sale of the property after legal review.

BE IT FURTHER RESOLVED

Section 3. 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.

Section 4. 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.

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

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") made and entered into as the Effective Date defined in Paragraph 25, by and between **CITY OF MT. JULIET TENNESSEE** (the "**Seller**") and **TULIT INVESTMENTS, LLC**, and its successors and assigns (the "**Buyer**"); with **ROCHELLE, McCULLOCH & AULDS, PLLC** (the "**Escrow Agent**") joining herein for the limited purposes hereinafter set forth.

W I T N E S S E T H:

1. **Agreement for Sale.** In consideration of the sum of Ten Dollars (\$10.00) which has this day been paid to Seller by Buyer, the receipt and sufficiency of which is hereby acknowledged, Seller hereby agrees to enter this Agreement to convey two tracts of unimproved land located on Golden Bear Gateway in Mt. Juliet, TN being further described as Wilson County Tax Parcel Number 077 012.02 being approximately 5.16 +/- acres and Wilson County Tax Parcel Number 077 011.01 being approximately 1.32 +/- acres (including all rights, privileges, easements and appurtenances pertaining to the land and strips or gores between the land and abutting properties) (collectively the "Property"). Said Property is further depicted on **Collective Exhibit "A"** attached hereto and made a part hereof. The survey obtained pursuant to Paragraph 5, herein, may be attached hereto upon completion and the description for the Property as shown on said survey or resulting plat may at the option of Buyer be used as the legal description in the deed to Buyer.

2. **Purchase Price and Method of Payment.** The purchase price for the Property to be paid by Buyer to Seller shall be One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) (the "Purchase Price") (which shall be contingent on the actual acreage determined by the Survey obtained pursuant to Section 5 below to be a collective 6.48 acres). The Purchase Price shall be paid in cash or certified funds at Closing.

All closing adjustments pursuant to this Agreement, including the Earnest Money, will be credits or debits to the Purchase Price at Closing.

3. **Deposits.**

(i) Within ten (10) business days after the Effective Date of this Agreement, Buyer shall deliver the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000) to the Escrow Agent. (such amount and any interest thereon shall hereinafter be collectively referred to as the "Initial Deposit") to be held in escrow in accordance with the terms of this Agreement.

(ii) Within ten (10) business days following the expiration of the Feasibility Period, Buyer shall deliver to the Escrow Agent, an additional Twenty-Five and 00/100 Dollars (\$25,000) (such amount and any interest thereon shall hereinafter be referred to as an "Additional Deposit"). The Initial Deposit and Additional Deposit are collectively referred to herein as the "Deposit." The Deposit shall be credited against the Purchase Price at Closing. The Deposit shall be non-refundable to the Buyer following the Feasibility Period other than for Seller's default.

(iii) At Closing, Buyer shall pay to Seller the balance of the Purchase Price net of the Deposit that shall be released to the Seller by the Escrow Agent.

4. **Title.** During the Feasibility Period, Buyer shall, at its expense,, obtain a title insurance commitment (the "Commitment") issued by **ROCHELLE, McCULLOCH & AULDS, PLLC** (the "Title Insurance Company"). Buyer shall have thirty (30) days after the date of Buyer's receipt of the Commitment within which to examine the Commitment and to advise Seller of any objections to the title. In turn, Seller shall satisfy all valid objections within a reasonable time not to exceed fifteen (15) days after receipt of notice of Buyer's objection and, if Seller fails to satisfy these objections within such period, then, at Buyer's option, the sale may be closed subject to said matters or Buyer may terminate this Agreement by written notice to Seller within fifteen (15) days from the end of Seller's cure period. In the event that this Agreement is terminated for any reason set forth in this Paragraph, the Initial Deposit shall be refunded to Buyer, each party shall be released from any further liability to the other (except for indemnification under Paragraph 7), and the failure of the sale to close shall not be a breach by either party.

5. **Survey.** Within the Feasibility Period (as defined here in below), Buyer, at its expense, may obtain an ALTA survey of the Property and let seller have every right to the survey after completion of it. Any survey shall set forth the outside perimeter of the Property, shall contain a metes and bounds description of the Property, shall set forth the acres included within the Property to the nearest 1/100th of an acre, shall be in sufficient form and content for submission to and approval by the applicable governmental authorities as a subdivision plat for the Property, and shall be sufficient in form and content so that the Title Company, as defined herein, issuing the title insurance commitment and policy set forth in Paragraph 4 hereof will remove the standard printed survey exception from the title insurance policy and replace it with an exception for the specific matters shown on such survey. The survey shall be certified to Buyer, Seller, to Escrow Agent, and to the Title Insurance Company, and shall be in form and content reasonably satisfactory to all such parties. The metes and bounds description for the Property as shown on said survey may, at the option of the Buyer, be used in the deed to Buyer. In the event the survey shows any easement, right-of-way, encroachment, conflict, protrusion or other matter affecting the

Property, other than the "Permitted Encumbrances" (as hereinafter defined), that in Buyer's opinion (as determined in its sole and absolute discretion) is unacceptable to Buyer, Buyer shall, within fifteen (15) days after receipt of the survey and Title Commitment and copies of all documents referred to as exceptions therein as provided in Paragraph 4 hereof, notify Seller in writing of such fact and the reasons therefore ("Buyer's Survey Objections"). Upon the expiration of said fifteen (15) day period, Buyer shall be deemed to have accepted the form and substance of the survey and all matters shown thereon (except for the Buyer's Survey Objections if same are timely raised) and such matters shall be included in the term "Permitted Encumbrances" as used herein.

Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate or modify any of the Buyer's Survey Objections. In the event Seller is unable or unwilling to eliminate or modify the Buyer's Survey Objections to the satisfaction of Buyer, Buyer may, as its sole and exclusive remedies, (a) terminate this Agreement by notice in writing to Seller within fifteen (15) business days following receipt of notice from Seller that Seller is unwilling or unable to eliminate or modify Buyer's Survey Objections, or (b) accept the survey without any reduction in the Purchase Price, in which event such uncured Buyer's Survey Objections shall be included in the term "Permitted Encumbrances" as used herein. If Buyer does not elect to terminate this Agreement within the period described in the immediately preceding sentence, Buyer shall be deemed to have accepted the form and substance of the survey and all matters shown thereon and such matters shall be included in the term "Permitted Encumbrances" as used herein. In the event that this Agreement is terminated for any reason set forth in this paragraph, the Initial Deposit shall be released to Buyer, each party shall be released from any further liability to the other (except for indemnification under Paragraph 7), and the failure of the sale to close shall not be a breach by either party.

6. Representations of Seller. Seller makes the following representations and warranties to Buyer:

(i) Seller is the owner of all record, legal, and beneficial right, title and interest in and to the Property and the Property will be free, clear and unencumbered at Closing;

(ii) There are no leases on the Property, and no tenants, occupants, or parties in possession on any portion of the Property other than Seller or there will be no leases, tenants or occupants or parties in possession at closing;

(iii) Seller has the good and valid right to convey the Property to Buyer without the joinder or approval of any other person or entity whatsoever;

(iv) Neither the entering into this Agreement nor the consummation of the transaction contemplated herein will cause a violation or breach by Seller of any contracts, agreements, or instruments to which Seller is a party or by which Seller or any of the Property is bound;

(v) To the best of Seller's knowledge, all municipal services and public utilities including, without limitation, water, sewer, electricity and telephone, necessary for the development of the Property as a residential development are available to the Property in the public right-of-way immediately adjacent to the Property at normal and customary user rates;

(vi) There is no pending condemnation or similar proceeding affecting the Property or any part thereof, and Seller has received no notice that any such proceeding is pending;

(vii) There is no litigation or proceeding pending, or to Seller's knowledge threatened, against or relating to any of the Property;

(viii) To the best of Seller's knowledge, except as may be shown on the Commitment, there are no title restrictions or laws (other than zoning and building codes and regulations) applicable to the Property, restricting Buyer's intended use of the property;

(ix) To the best of Seller's knowledge there are not wetlands present on the Property;

(x) To the best of Seller's knowledge, no pollutants or other toxic or hazardous substances, including any solid, liquid, gaseous or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, alkalis, acids, chemicals or wastes have been stored, discharged, released, generated, or allowed to escape from the Property, no asbestos or asbestos-containing materials are present on the Property, no underground storage tanks are located on the Property or have been removed or filled, no polychlorinated biphenyls ("PCBs") are located on or in the Property in the form of electrical transformers, fluorescent light fixtures with ballasts, cooling oils, or any other form, and no investigation, administrative order, consent order and agreement, litigation or settlement with respect to any of the foregoing is proposed, threatened, anticipated or in existence with respect to the Property; and

Each of the warranties and representations of Seller is true and correct as of the Effective Date and shall be true and correct as of the Closing Date. Except as otherwise expressly provided in this Agreement (including, without limitation, the Seller representations and warranties

contained in this Section 6) and/or the documents to be provided by Seller in connection with Closing, Purchaser understands and hereby agrees that the sale of the Property is “AS IS, WHERE IS” with all faults and that Purchaser is relying on its own due diligence and investigation of the Property and is not relying on any other covenant, representation or warranty made by Seller or its agents in its decision to purchase the Property. Seller makes no warranties or representations regarding any condition of the Property that arises after the Closing.

Seller further covenants that it shall not encumber the Property or enter into any third-party contracts with regard to the Property, during the time period this Contract is in effect, without the prior written consent of the Purchaser. Seller further covenants that it shall cooperate with Purchaser in efforts to acquire approvals from any governmental or regulatory authority in connection with Purchaser's proposed use of the Property, including, without limitation, executing any instruments Purchaser deems reasonably necessary or desirable in connection therewith; provided, however, Seller shall not bear any expense in connection therewith.

7. **Inspection.** Buyer may go upon the Property through Buyer's own personnel, agents and engineers, assignees and any affiliate parties of the buyer as needed or desired to inspect, examine, survey or otherwise do whatever Buyer deems necessary by way of engineering and planning for the development of the Property. This privilege shall include the right to make soil test, borings and other tests required to obtain any information necessary to determine surface and subsurface conditions. In the exercise of the privileges granted by this Paragraph, Buyer shall substantially restore the Property to its original condition and shall indemnify and hold harmless Seller from all loss, damage or expense, including any claims of third parties for damage to personal property arising from or attributable to Buyer's use of the Property prior to the closing. Buyer shall give Seller access and rights to all studies performed during the duration of the feasibility period at no cost to Seller. Within ten (10) business days following the Effective Date, Seller shall furnish to Buyer all materials concerning the Property which Seller possesses, or which Seller may reasonably obtain, and Seller shall continue to furnish to Buyer within three (3) business days following Seller's receipt of same, all materials concerning the Property of which Seller acquires possession subsequent to the Effective Date, including, but not limited to, copies of all title insurance policies, plans, plats, surveys, zoning and Property use information, Agreements, soil tests and reports, environmental tests and reports, engineering studies, inspection reports, due diligence materials, CAD files, appraisals, feasibility studies, site plans and all other governmental and quasi-governmental applications, approvals, consents and authorizations relating to the Property. All of the information to be furnished under this Section shall collectively be referred to as the “Property Documents.”

8. Contingencies. The obligation of Buyer to complete the transactions contemplated by this Agreement is subject to the following conditions precedent (collectively, the “Buyer’s Closing Conditions”), which conditions may be waived, or the time for satisfaction thereof extended, by Buyer only in a writing executed by Buyer:

(i) Buyer obtaining financing for the Purchase Price satisfactory to Buyer, in Buyer’s sole discretion; and

(ii) Buyer obtaining all permits, licenses, easements, variances, certificates, exceptions, authorizations, approvals, agreements, and changes (excluding building permits which Buyer shall obtain) as may be required for the lawful construction, installation, maintenance, and operation of the Buyer’s intended development, all in accordance with Buyer’s plans, specifications, and procedures; and,

(iii) That all utilities necessary to serve the Property and intended development are in place or Buyer has access to such utilities satisfactory to Buyer with Buyer’s payment of the normal tap fees or other access fees; and,

(iv) The land conditions are satisfactory to Buyer’s sole discretion for the development of the land for the intended use.

If any of Buyer’s Closing Conditions described in Section 8 above have not been fulfilled within the applicable time periods, Buyer may: (a) Waive the unfulfilled Buyer’s Closing Condition and close Escrow in accordance with this Agreement; (b) waive in writing the incomplete Condition(s) to Closing and proceed with Closing, and/or (iii) extend the date of the applicable Scheduled Closing one (1) day for each day until the Conditions to Closing are satisfied, such extensions not to exceed a total of ninety (90) days after the Scheduled Closing (or any extensions thereof). Notwithstanding the foregoing; (c) Terminate this Agreement by written notice to Seller and Escrow Agent, in which event the Independent Consideration shall be retained by Seller, Escrow Agent is hereby authorized to, and shall, immediately release and return the Deposit to Buyer, without any separate authorization from Seller.

9. Feasibility Period. Buyer shall have Two Hundred Forty (240) days from the Effective Date hereof (the “Feasibility Period”) to conduct all inspections and any feasibility studies Buyer desires at Buyer’s cost.

Buyer shall notify Seller within the Feasibility Period, or as it may be extended as set forth hereafter, of the fact the feasibility study reveals the Property to be unacceptable in Buyer’s sole

discretion and Buyer's desire to terminate this Agreement. Lack of the aforementioned notice shall be a waiver of any rights contained within this Paragraph 9. In the event Buyer notifies Seller of termination in a timely manner, the Initial Deposit and interest earned thereon shall be released to Seller, and neither party shall have further obligation to the other except for indemnity pursuant to Paragraphs 7.

Buyer shall have the right, in Buyer's sole discretion, to extend the Feasibility Period for up to two (2) additional sixty (60) day periods by giving written notice to Seller prior to the expiration of the Feasibility Period (or any subsequent extension). Upon exercising such extension right, Buyer shall deposit within five (5) business days after the delivery of such notice Five Thousand and No/100 Dollars (\$5,000.00) for each such extension with the Escrow Agent (the "Extension Fee(s)"). The Extension Fee shall be non-refundable, except in the event of breach by Seller, but applicable to the Purchase Price.

The right to terminate this Agreement based on the Property being unacceptable to Buyer shall be deemed exclusively for the benefit of the Buyer and may be waived, in whole or in part, at Buyer's sole and absolute discretion.

10. Condemnation. If notice is given that all or any material portion of the Property shall be condemned or otherwise taken through the use of the power of eminent domain prior to the closing, or if Seller receives notice or becomes otherwise aware that such condemnation is pending or threatened, Seller shall immediately notify Buyer in writing of such fact, and Buyer may elect to (a) terminate this Agreement, (b) elect to proceed under this Agreement with any property taken by condemnation being excluded, or (c) proceed to close in which event Seller shall assign to Buyer all of Seller's interest in and to any condemnation award, regardless of whether such condemnation or taking applied to a material or immaterial portion of the Property. Buyer's election under this Paragraph shall be exercised by written notice to Seller within ten (10) days after receipt of written notice from Seller of its receipt of notice of such taking, or proposed taking, from the appropriate governmental or regulatory authority. If Buyer elects to close as provided above, Buyer shall be entitled to direct any condemnation proceedings utilizing counsel acceptable to Buyer. If Buyer elects to terminate this Agreement under this Paragraph, all Deposits paid hereunder shall be released to Buyer and there shall be no further rights, duties, or obligations of the parties hereunder (except for indemnification under Paragraph 7).

11. Taxes and Assessments. Real property taxes, water and sewer charges and rents, if any, shall be prorated and adjusted on the basis of thirty (30) days to each month, Seller to have the last day, to the date of Closing. Taxes for all prior years, including any rollback taxes, shall be paid by

Seller. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes for the year in which Closing occurs at the time such actual taxes are determined. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured, shall be paid in full by Seller. All other assessments shall be paid by Buyer. The provisions of this Paragraph 11 survive Closing.

12. Closing. The closing of this transaction shall be within 60 days of expiration of the Feasibility Period (including any extensions thereof as set forth in Paragraph 9 hereof (the "Closing"). The Closing shall be held in the offices ROCHELLE, McCULLOCH & AULDS, PLLC, at which time all papers legally required to carry out the terms of this Agreement shall be executed and delivered. Prorations shall be pursuant to the provisions of Paragraph 11 herein.

The conveyance of the Property shall be by General Warranty Deed, subject only to those matters set forth in the Commitment as accepted by Buyer.

Seller shall pay for:

- (i) the cost of any Tennessee transfer taxes;
- (ii) the cost of recording curative instruments, line releases, and any other documents, other than the Deed; and
- (iii) the cost of Seller's attorney's fees.

Buyer shall pay for:

- (i) the cost of any local recording fees associated with the deed;
- (ii) the cost of any title search fees and premiums for title insurance Buyer elects to obtain;
- (iii) the cost of Buyer's attorney's fees, settlement fees, and escrow fees; and
- (iv) the cost of all tests and inspections performed by or for Buyer.

Seller will deliver the following to Buyer at closing: (a) a certificate in a form satisfactory to Buyer which shall state that Seller is not a "foreign person" within the meaning of Sections 1445 and 7701 of the Internal Revenue Code of 1986, as amended i.e., Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as such terms are defined therein and in the Internal Revenue Tax Regulations), (b) if required, all information necessary to

complete Internal Revenue Service Form 1099 with regard to this transaction, (c) proof of Seller's authority to convey the Property to Buyer sufficient to satisfy Buyer's counsel and the Title Company, (d) the General Warranty Deed, (e) an updated Commitment with "gap" coverage insuring against matters placed of record after the insuring time of the Commitment but prior to recordation of the deed, and (f) any other documents which Buyer reasonably deems necessary to carry out the intent of this Agreement.

Buyer shall deliver the following to Seller at Closing: proof of Buyer's authority to execute all documents related to the purchase of the Property from Seller sufficient to satisfy Seller's counsel and the Title Company.

13. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

To Seller: City of Mt. Juliet
ATTN: Kenny Martin, City Manager
2425 N. Mt. Juliet Road
Mt. Juliet, TN 37122
kmartin@mtjuliet-tn.gov
615-754-2552

To Buyer: Tulit Investments, LLC
Tulsi Patel
210 Laycrest Drive
Mt. Juliet, TN 37122
tulsilala@gmail.com
931-319-8569

With copy to: Rochelle, McCulloch & Aulds, PLLC
Attn: Byron Gill
109 N Castle Heights Ave
Lebanon, TN 37087
bgill@rma-law.com
615-443-8773

Notice shall be deemed to have been given upon deposit in the U.S. Mail or delivery to a nationally recognized overnight delivery service, as applicable.

14. Brokers. Buyer and Seller each hereby represent that there are no brokers, agents, or finders involved or that have a right to proceeds in this transaction. This Section shall survive closing or the earlier termination of this Agreement.

15. Default and Remedies. Should Buyer fail to perform any of its obligations under this Agreement within thirty (30) days after receipt of written notice from Seller (or in the event of a monetary default, ten (10) days after receipt of written notice from Seller), then this Agreement shall terminate and receipt of the Deposit (to the extent paid by Buyer at the time of the default) shall be Seller's sole and exclusive remedy for such breach as liquidated damages. The parties hereto agree that the actual damages to Seller in the event of a Buyer default are impractical and difficult to ascertain and the Deposit amount is a reasonable estimate thereof.

Should Seller fail to perform any of its obligations under this Agreement within thirty (30) days after receipt of written notice from Buyer, then this Agreement shall terminate and a refund of the Deposit shall be Buyer's sole and exclusive remedy for such breach as liquidated damages. The parties hereto agree that the actual damages to Buyer in the event of a Seller default are impractical and difficult to ascertain and the Deposit amount is a reasonable estimate thereof.

Formal tender of an executed deed and purchase money is hereby waived in order to declare default.

16. Time of Essence. Time is expressly declared to be of the essence of this Agreement.

17. Entire Agreement; Counterparts. This Agreement (including the Exhibits attached hereto and Addenda, if any) contains the entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the sale contemplated by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. To facilitate execution and delivery of this Agreement, the parties may execute and exchange executed counterparts by facsimile or e-mail in a PDF file to the other party or to the other party's counsel. Facsimile or signatures in a PDF file shall have the same legal effect as original signatures.

18. **Headings; Holidays.** The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions. Whenever any time limit or date provided herein falls on a Saturday, Sunday, or legal holiday, then that date is extended to the next day that is not a Saturday, Sunday or legal holiday.

19. **Modifications.** The terms of this Agreement may not be amended, waived or terminated orally, and may only be amended, waived or terminated by an instrument in writing signed by both Seller and Buyer.

20. **Assignment.** This Agreement may be assigned or transferred by Buyer upon the prior written consent of Seller, said consent not to be unreasonably withheld. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement to an affiliate or for financing purposes such as a land banking transaction.

21. **Successors.** This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors, heirs, executors, administrators, and assigns.

22. **Survival.** The provisions of this Agreement shall survive the closing(s).

23. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of the state of Tennessee.

24. **Escrow Agent.** Escrow Agent joins herein to acknowledge that by the execution of this Agreement, Escrow Agent agrees to hold Deposits in accordance with the terms hereof, subject to the following conditions and limitations:

(a) In performing its duties hereunder, the Escrow Agent shall not incur liability to any party for damages, losses, or expenses, except for willful default or breach of trust. Accordingly, Escrow Agent shall not incur liability with respect to any action taken or omitted in reliance upon any instrument, including any written notice or instructions provided for in this Agreement, not only as to its due execution, and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein which Escrow Agent shall, in good faith, believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement.

(b) In the event of any dispute among the parties hereto, Escrow Agent may tender into the registry or custody of any court of competent jurisdiction all money or property in its hands under

this Agreement, together with such pleadings as it deems appropriate, and thereupon to be discharged from all further duties and liabilities under this Agreement.

(c) Escrow Agent may consult with and obtain advice from legal counsel (other than counsel to any of the parties to this Agreement) in the event of any question as to any of the provisions of this Agreement or its duties thereunder, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel.

25. Effective Date. The Effective Date of this Agreement shall be date of the last to execute this Agreement of Buyer and Seller.

26. Possession. Possession of the Property shall be given at Closing. Seller shall vacate the property on the day of Closing. Any personal and real property left behind on the day of Closing by Seller will become the property of the Buyer and Seller will have no further rights to it after Closing.

27. Independent Consideration. In any case in which the Deposit is provided herein to be returned to Buyer, then nevertheless One Hundred Dollars (\$100.00) thereof shall be paid to or retained by Seller and deducted from the amount due Buyer. The Seller's amount shall belong to Seller in any and all events and shall in effect constitute option money, making this Agreement binding even if any conditions or provisions herein are entirely with the discretion or control of Buyer for certain time periods.

28. Post Closing Obligation of Buyer. At Closing, Buyer agrees to enter an agreement with Seller that will require Purchaser as part of its development of the Property to build a trailhead and greenway connection on the Property at a location and of a type reasonably acceptable to Purchaser that upon completion will be dedicated to Seller for City of Mt. Juliet to maintain.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates written below.

SELLER:

BUYER:

CITY OF MT. JULIET TENNESSEE

TULIT INVESTMENTS, LLC

By:_____

By:_____

Its:_____

Its:_____

Date:_____

Date:_____

ESCROW AGENT:

ROCHELLE, McCULLOCH & AULDS, PLLC

By:_____

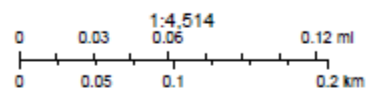
COLLECTIVE EXHIBIT A

Wilson County - Parcel: 077 012.02



Date: April 2, 2025

County: WILSON
 Owner: CITY OF MT JULIET TN
 Address: E DIVISION ST
 Parcel ID: 077 012.02
 Deeded Acreage: 5.16
 Calculated Acreage: 0



State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA), Esri, Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METV, NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

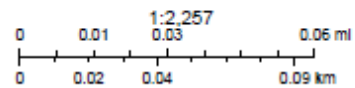
The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

Wilson County - Parcel: 077 011.01



Date: April 2, 2025

County: WILSON
Owner: CITY OF MT JULIET
Address: E DIVISION ST
Parcel ID: 077 011.01
Deeded Acreage: 1.32
Calculated Acreage: 0



State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA), Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METV, NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

APPRAISAL OF REAL PROPERTY

LOCATED AT

6.48+/- Acres E Division St.
Mt Juliet, TN 37122

FOR

Tulsi Patel
Tulit Investments

OPINION OF VALUE

2,140,000

AS OF

01/27/2025

BY

Russell E. Parrish
Parrish & Associates, Inc.
2494 North Mt. Juliet Road, Suite 100
Mount Juliet, TN 37122
(615) 773-4020
russell@parrishappraisals.com
<http://www.parrishappraisals.com>

Parrish & Associates, Inc.
2494 North Mt. Juliet Road, Suite 100
Mount Juliet, TN 37122
(615) 773-4020
<http://www.parrishappraisals.com>

02/06/2025

Tulsi Patel
Tulit Investments

Re: Property: 6.48+/- Acres E Division St.
Mt Juliet, TN 37122

Borrower:
File No.:

Opinion of Value: \$ 2,140,000
Effective Date: 01/27/2025

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Russell E. Parrish
ASA-Real Property
License or Certification #: 2165
State: TN Expires: 02/28/2025
russell@parrishappraisals.com

File No.:

3/2007

250115-1

File No.:

SALES COMPARISON APPROACH

250115-1

File No.:

77

Assumptions, Limiting Conditions & Scope of Work

Property Address:	6.48+/- Acres E Division St.	City:	Mt Juliet	File No.:		State:	TN	Zip Code:	37122
Client:	Tulsi Patel	Address:							
Appraiser:	Russell E. Parrish	Address:	2494 North Mt. Juliet Road, Suite 100, Mount Juliet, TN 37122						

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser has obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

The Covid-19 pandemic has not had a negative impact on the real estate market in the subject area market.

I certify that, to the best of my knowledge and belief:

- Additional Certifications:**

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- * This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact:	Client Name:	Tulsi Patel
-----------------	--------------	-------------

E-Mail: _____ Address: _____

SUPERVISORY APPRAISER (if required)
or CO-APPRAISER (if applicable)

Appraiser Name: Russell E. Parrish
 Company: Parrish & Associates, Inc.
 Phone: (615) 773-4020
 E-Mail: russell@parrishappraisals.com
 Date Report Signed: 02/06/2025
 License or Certification #: 2165
 Designation: ASA-Real Property
 Expiration Date of License or Certification:
 Inspection of Subject: ☒ Did Inspect
 Date of Inspection: 01/27/2025

Supervisory or
Co-Appraiser Name: _____
Company: _____
Phone: _____ Fax: _____
E-Mail: _____
Date Report Signed: _____
License or Certification #: _____ State: _____
Designation: _____
Expiration Date of License or Certification: _____
Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection: _____

SIGNATURES

Subject Photo Page

Client	Tulsi Patel					
Property Address	6.48+/- Acres E Division St.					
City	Mt Juliet	County	Wilson	State	TN	Zip Code 37122
Lender/Client	Tulsi Patel					



Subject Front
6.48+/- Acres E Division St.



Subject



Subject Street

Photograph Addendum

Client	Tulsi Patel					
Property Address	6.48+/- Acres E Division St.					
City	Mt Juliet	County	Wilson	State	TN	Zip Code 37122
Lender/Client	Tulsi Patel					



Comparable Photo Page

Client	Tulsi Patel					
Property Address	6.48+/- Acres E Division St.					
City	Mt Juliet	County	Wilson	State	TN	Zip Code 37122
Lender/Client	Tulsi Patel					



Comparable 1

Beckwith Rd



Comparable 2

615 NW Rutland Rd



Comparable 3

Beckwith Rd

Comparable Photo Page

Client	Tulsi Patel					
Property Address	6.48+/- Acres E Division St.					
City	Mt Juliet	County	Wilson	State	TN	Zip Code 37122
Lender/Client	Tulsi Patel					



Comparable 4

2486 E Division St
 Prox. to Subject 0.11 miles W
 Sale Price 1,800,000
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Comm/Industr/Res
 View
 Site 5.4
 Quality
 Age

Comparable 5

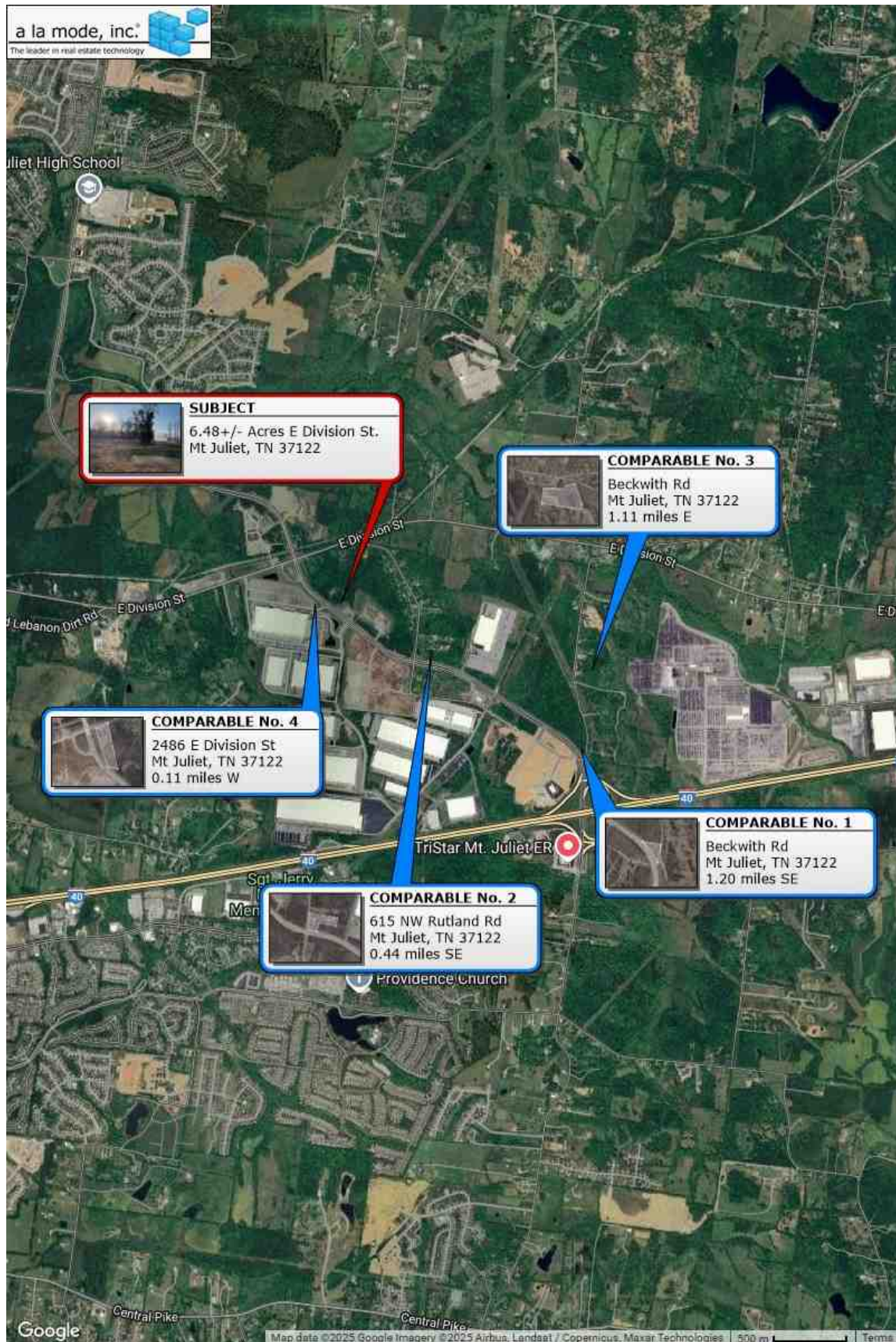
Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Comparable 6

Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

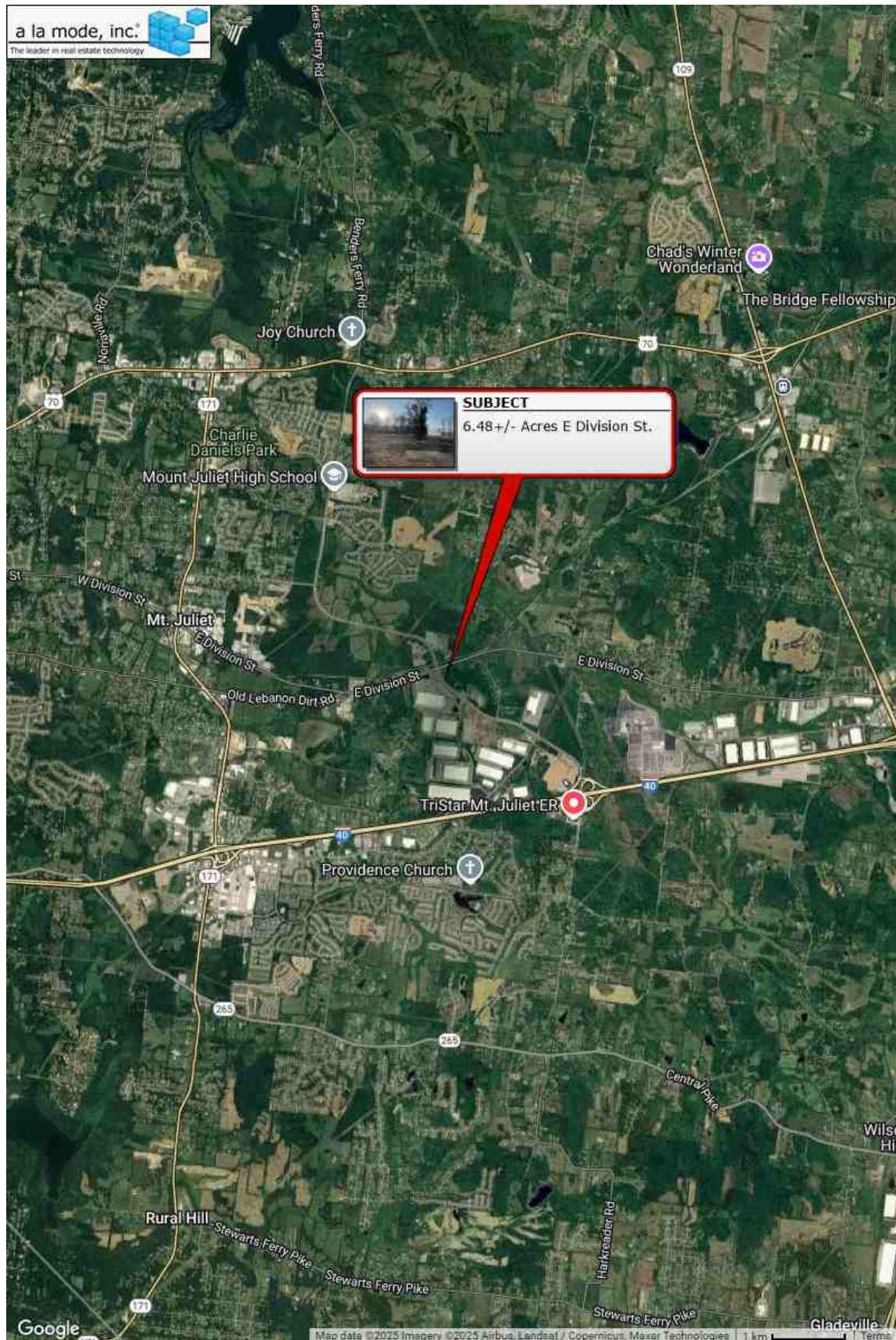
Comparable Sales Map

Client	Tulsi Patel					
Property Address	6.48+/- Acres E Division St.					
City	Mt Juliet	County	Wilson	State	TN	Zip Code 37122
Lender/Client	Tulsi Patel					



Location Map

Client	Tulsi Patel					
Property Address	6.48+/- Acres E Division St.					
City	Mt Juliet	County	Wilson	State	TN	Zip Code 37122
Lender/Client	Tulsi Patel					



LICENSE



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE
RUSSELL EDWIN PARRISH



ID NUMBER: 2165
LIC STATUS: ACTIVE
EXPIRATION DATE: February 28, 2025

25685

TENNESSEE REAL ESTATE APPRAISER COMMISSION
CERTIFIED GENERAL REAL ESTATE APPRAISER
THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

RUSSELL EDWIN PARRISH
2494 NORTH MT JULIET ROAD STE 100
MOUNT JULIET TN 37122

State of Tennessee

TENNESSEE REAL ESTATE APPRAISER COMMISSION
CERTIFIED GENERAL REAL ESTATE APPRAISER
RUSSELL EDWIN PARRISH

This is to certify that all requirements of the State of Tennessee have been met.



ID NUMBER: 2165
LIC STATUS: ACTIVE
EXPIRATION DATE: February 28, 2025

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE



CERTIFICATE OF REAL ESTATE LICENSEE ERRORS AND OMISSIONS INSURANCE

Insurance Company: Continental Casualty Company, a CNA insurance company (Continental)
Producer: Rice Insurance Services Center (RISC), A Division of Accretive Specialty Insurance Solutions, LLC
4211 Norbourne Boulevard, Louisville, Kentucky 40207-4048
Phone: (800) 637-7319 Fax: (502) 897-7174

Russell Parrish
2494 N Mt Juliet Rd
STE 100
Mount Juliet, TN 37122

THIS CERTIFICATE OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE SET FORTH IN THE POLICY AND ANY ENDORSEMENTS ISSUED TO THE LICENSEE. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICY REFERENCED HEREIN.

This is to certify that the following Licensee is insured, as stated below, through the group errors and omissions insurance policy issued to the Tennessee Real Estate Commission:

Insured: Russell Parrish
Real Estate License Number: TN : 267829-AF
(if applicable)
Policy Number: 25 EO 0015TN

Individual Policy Period: 01/01/2025 to 07/01/2026 *

Limits of Liability: \$100,000 per claim / \$300,000 aggregate**
Deductibles: Damage Deductible: \$1,000
Claim Expenses Deductible: \$0

This policy is a claims-made-and-reported policy. It only applies to Claims that are made and reported during the Individual Policy Period or any applicable Extended Reporting Period. To protect the Insured's interest and preserve any available coverage, it is essential to report claims timely in accordance with the policy provisions.

You may obtain a copy of the group policy online at www.risceo.com. You may also obtain copies of the group policy and any optional endorsements purchased by calling us at (800) 637-7319, ext 1.


Authorized Representative

12/30/2024 - 01:30 PM EST
Date Generated

*If this policy is cancelled prior to the expiration date indicated, notice will be delivered in accordance with the policy provisions.

**Limits of liability may have been reduced by payments on claims.

Date of Enrollment: 12/30/2024 - 01:30 PM EST

Insured Name: Russell Parrish

Policy Number: 25 EO 0015TN
Effective: 01/01/2025 to 07/01/2026



APPRAISAL ENDORSEMENT - TENNESSEE

In consideration of the additional premium paid to the Company, it is understood and agreed that the policy is amended as follows:

I. The Section entitled **EXCLUSIONS** is amended as follows:

- A. The exclusion entitled Specified Activities, paragraph 2. is deleted in its entirety and replaced with the following:

Specified Activities

the **Insured's** activities as:

1. a lawyer, title agent, mortgage banker, mortgage broker or correspondent, escrow agent, **Construction Manager**, property developer, or insurance agent, except that the escrow agent portion of this exclusion shall not apply to an **Escrow Claim** until the **Escrow Claim** Sublimit of Liability has been exhausted; or
2. an appraisal management company or controlling appraiser for an appraisal management company;
3. a property manager which do not require a real estate license;

- B. The exclusion entitled Commission Disputes is deleted in its entirety and replaced with the following:

disputes over commissions or fees between real estate brokers, broker associates, salespersons, auctioneers, property managers, real estate rental agents, and/or appraisers or disputes over commissions or fees involving lawsuits initiated by the **Insured**. This exclusion does not apply to disputes over commissions or fees involving counterclaims filed with the approval of the Company;

II. The Section entitled **DEFINITIONS** is amended as follows:

- A. The definition of **Professional Services** is amended by the addition of the following:

Professional Services also means services performed by the **Licensee** as a Tennessee licensed, certified, or registered real estate appraiser, provided all necessary licenses are held by the **Licensee** at the time of the act, error, or omission giving rise to the **Claim**.

- B. The Section entitled **DEFINITIONS**, the definition of Real Estate Firm is amended by the addition of the following:

Real Estate Firm also means a legal entity with which real estate appraisers are affiliated and which the **Licensee** works for or represents.

This endorsement does not apply to any **Claim** if the **Licensee** does not hold an active license or certificate issued by the Tennessee Real Estate Appraisers Board, pursuant to the Tennessee State Licensing and Certified Real Estate Appraisers Law, at some point during the **Individual Policy Period**.

Additionally, this endorsement does not apply to any **Claim** made prior to the effective date of the endorsement or after the expiration of the **Individual Policy Period** or any applicable Extended Reporting Period. If prior to the effective date of this endorsement any **Insured** had a reasonable basis to believe a **Claim** may arise, then this endorsement shall not apply to such **Claim** or **Related Claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA71150TN (9-20)

Insured Name: Russell Parrish

Policy Number: 25 EO 0015TN
Effective: 01/01/2025 to 07/01/2026



PROPERTY MANAGEMENT ENDORSEMENT

In consideration of the additional premium paid, it is understood and agreed that:

1. Section VIII. Definitions, the definition of **Professional Services** is amended to add the following:

Professional Services also mean **Property Management Services** performed by the Licensee.

2. The following new definitions are added:

Property Management Services means the following services provided in connection with the management of commercial or residential property:

- A. development and implementation of management plans and budget;
- B. oversight of physical maintenance of property;
- C. solicitation, evaluation and securing of tenants and management of tenant relations, collection of rent and processing evictions;
- D. development, implementation and management of loss control and risk management plans for real property;
- E. solicitation and negotiation of contracts for sale and leasing of real property;
- F. development, implementation and management of contracts and subcontracts (excluding property and liability insurance contracts) necessary to the daily functioning of the property;
- G. personnel administration; and
- H. record keeping.

Property Management Services does not include **Renovation Services** or analysis or evaluations of, or recommendations concerning, environmental hazards or exposures.

Renovation Services means the following services provided in connection with the renovation and reconstruction of commercial or residential property:

- A. management of facility renovation and reconstruction plans;
- B. development and management of renovation and reconstruction contracts and subcontracts; and
- C. development of loss control and risk management plans in connection with the reconstruction or renovation.

3. Section VI. Exclusions is amended by the addition of the following new exclusions:

- W. the commingling, misappropriation or improper use of funds, or arising out of the gaining of any personal profit or advantage to which the **Insured** is not legally entitled;
- X. **Property Management Services** in which any **Insured** or any company affiliated with any **Insured** was a developer, constructor or builder;
- Y. the failure to effect or maintain any insurance or bond, or to the failure to cover certain perils or to purchase an adequate amount or type of insurance;
- Z. any advice as to the future value of property;
- AA. the transfer or failure to transfer funds, monies or securities;
- BB. the formation, syndication, promotion, roll-up, operation or administration of any property syndication, real estate investment trust or any other form of corporation, general or limited partnership or joint venture;
- CC. any tax advice rendered by any **Insured**;
- DD. any **Insured** making warranties or guarantees as to the future value of any property.

This endorsement does not apply to any **Claim** made prior to the effective date of the endorsement or after the expiration of the **Individual Policy Period** or any applicable Extended Reporting Period. If prior to the effective date of this endorsement any **Insured** had a reasonable basis to believe a **Claim** may arise, then this endorsement shall not apply to such **Claim** or **Related Claim**.

All other terms and conditions of the Policy remain unchanged.

CNA99365XX (10-20)

Insured Name: Russell Parrish

Policy Number: 25 EO 0015TN
Effective: 01/01/2025 to 07/01/2026



RESIDENTIAL PERSONAL INTEREST COVERAGE ENDORSEMENT

(With Sublimits)

In consideration of the additional premium paid, it is understood and agreed that:

Solely with respect to a **Residential Personal Interest Claim**,

I. The Declarations Page of the policy is amended to include the following new Item:

SUBLIMITS RESIDENTIAL PERSONAL INTEREST CLAIM:

- (a) \$100,000 per **Licensee** per **Residential Personal Interest Claim (Damages)**
- (b) \$300,000 Aggregate all **Residential Personal Interest Claims** per **Licensee (Damages)**

II. The Section of the policy entitled **LIMITS OF LIABILITY** is amended to include the following:

The Company's Sublimit of Liability for **Damages** for each **Residential Personal Interest Claim** per **Licensee** shall not exceed the per **Residential Personal Interest Claim** Sublimit stated in the Declarations. The Company's Sublimit of Liability for **Damages** for all **Residential Personal Interest Claims** per **Licensee** for each **Annual Policy Term** shall not exceed the Aggregate **Residential Personal Interest Claim** Sublimit set forth in the Declarations. **Damages** paid within the **Residential Personal Interest Claim** Sublimits of Liability are included within, and not in addition to, the per **Claim** Limit of Liability and the Aggregate Limit of Liability under Item 3 of the Declarations.

III. The Section of the policy entitled **EXCLUSIONS**, the exclusion entitled Owned or Purchased Property, is amended by the addition of the following exception to the exclusion:

- except that this exclusion shall not apply to a **Residential Personal Interest Claim** until the **Residential Personal Interest Claim** Sublimit of Liability has been exhausted, provided that
- i. the **Residential Property** was owned for at least one hundred eighty (180) days by the **Licensee**; the **Licensee's** spouse or **Domestic Partner**; or any entity, corporation, partnership, or trust in which the **Licensee** or **Licensee's** spouse or **Domestic Partner** has or had a financial or ownership interest;
 - ii. the property was not constructed or developed by the **Licensee**; the **Licensee's** spouse or **Domestic Partner**; or any entity, corporation, partnership, or trust in which the **Licensee** or **Licensee's** spouse or **Domestic Partner** has or had a financial or ownership interest;
 - iii. a state or local board approved standard sales contract was used;
 - iv. prior to closing,
 - a. a home warranty was purchased by or for the buyer;
 - b. if required by law, a seller disclosure form was signed by the buyer;
 - c. if the **Residential Property** was owned by the **Licensee's** spouse or **Domestic Partner**, the relationship between the **Licensee** and the **Licensee's** spouse or **Domestic Partner** was disclosed to and acknowledged by the buyer in writing;
 - d. if the **Residential Property** was owned by an entity, corporation, partnership, or trust in which the **Licensee** or **Licensee's** spouse or **Domestic Partner** has or had a financial or ownership interest, the relationship between the **Licensee**; **Licensee's** spouse or **Domestic Partner**; and the entity, corporation, partnership, or trust was disclosed to and acknowledged by the buyer in writing;
 - e. the ownership or financial interest of the **Licensee**; **Licensee's** spouse or **Domestic Partner**; or entity, corporation, partnership, or trust in the **Residential Property** was disclosed to and acknowledged by the buyer in writing; and
 - f. a licensed inspector who was not related to or affiliated with the **Licensee**; the **Licensee's** spouse or **Domestic Partner**; or any entity, corporation, partnership, or trust in which the **Licensee** or **Licensee's** spouse or **Domestic Partner** has or had a financial or ownership interest issued a written home inspection report that the buyer acknowledged in writing;
 - v. the sale or listing was performed under and subject to applicable real estate license law; and
 - vi. prior to the effective date of this endorsement, no **Insured** had a basis to believe that any negligent act, error or omission, or **Related Negligent Act, Error, or Omission** might reasonably be expected to be the basis of a **Claim** against the **Insured**;

IV. Solely with respect to the coverage provided by this endorsement, the Section entitled **DEFINITIONS** is amended by the addition of the following new definitions:

CNA59800TN (10-20)

Insured Name: Russell Parrish

Policy Number: 25 EO 0015TN
Effective: 01/01/2025 to 07/01/2026

Residential Personal Interest Claim means a **Claim** arising from the sale or listing for sale of **Residential Property** other than the **Licensee's Primary Residence**.

Residential Property means a single-family residence or multi-family residences with four (4) or fewer units other than the **Licensee's Primary Residence**.

This endorsement does not apply to any **Claim** made prior to the effective date of the endorsement or after the expiration of the **Individual Policy Period** or any applicable Extended Reporting Period. If prior to the effective date of this endorsement any **Insured** had a reasonable basis to believe a **Claim** may arise, then this endorsement shall not apply to such **Claim** or any **Related Claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA59800TN (10-20)

Insured Name: Russell Parrish

Policy Number: 25 EO 0015TN
Effective: 01/01/2025 to 07/01/2026



INCREASED LIMITS OF LIABILITY ENDORSEMENT

\$500,000 FOR EACH CLAIM/ \$1,000,000 FOR ALL CLAIMS

In consideration of the additional premium paid, it is understood and agreed that the following amendment is made to the policy Declarations page only as respects the **Licensee** named in the Schedule below and only as respects a **Claim** first made against such **Licensee** and reported to the Company in writing after the effective date of this Endorsement and before the expiration date of the **Individual Policy Period**:

ITEM 3. LIMITS OF LIABILITY of the Declarations is deleted in its entirety and replaced by the following:

ITEM 3. LIMITS OF LIABILITY (a) \$500,000 per **Licensee** per **Claim (Damages)**

(b) \$1,000,000 Aggregate all **Claims** per **Licensee (Damages)**

Nothing herein shall serve to increase any Sublimits of Liability shown on the Declarations page or any amounts provided under the Section of the policy entitled **SUPPLEMENTARY PAYMENTS**.

This endorsement does not apply to any **Claim** made prior to the effective date of the endorsement or after the expiration of the **Individual Policy Period** or any applicable Extended Reporting Period. If prior to the effective date of this endorsement any **Insured** had a reasonable basis to believe a **Claim** may arise, then this endorsement shall not apply to such **Claim** or **Related Claim**.

SCHEDULE:
Russell Parrish

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA99357XX (10-20)

Insured Name: Russell Parrish

Policy Number: 25 EO 0015TN
Effective: 01/01/2025 to 07/01/2026



APPRAISER TRAINEE ENDORSEMENT

In consideration of the additional premium paid to the Company, it is understood and agreed that the policy is amended as follows:

- I. The Section of the policy entitled **DEFINITIONS**, the definition of **Insured** is amended by the addition of the following new language:

Insured also means the **Appraiser Trainees** listed in the Schedule below, but only while (a) employed by the **Licensee** and acting under the **Licensee's** supervision and control and (b) assisting the **Licensee** in the performance of the **Licensee's Professional Services** as a Tennessee licensed or certified real estate appraiser, provided that all necessary licenses are held by the **Licensee** at the time of the act, error, or omission giving rise to the **Claim**.

- II. The Section of the policy entitled **DEFINITIONS** is amended by the addition of the following new definition:

Appraiser Trainee means an individual licensed as a registered trainee real estate appraiser under the Tennessee State Licensing and Certified Real Estate Appraisers Law, who assists in the collection of data or preparation of an appraisal, is employed by the **Licensee**, and is under the **Licensee's** supervision or control, provided the **Appraiser Trainee** holds all necessary licenses at the time of the act, error, or omission giving rise to the **Claim**.

- III. Solely with respect to a **Claim** made against an **Appraiser Trainee**:

- A. This endorsement shall not apply to any **Claim** made prior to the effective date of the endorsement or after the expiration of the **Individual Policy Period** or any applicable Extended Reporting Period; and
- B. If, prior to the effective date of this endorsement, any **Insured** had a reasonable basis to believe a **Claim** may arise, then this endorsement shall not apply to such **Claim** or any **Related Claim**.

IV. **SCHEDULE OF APPRAISER TRAINEES:**

Vanessa Bartold

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA99355XX (9-20)

Insured Name: Russell Parrish

Policy Number: 25 EO 0015TN
Effective: 01/01/2025 to 07/01/2026



CONTINGENT BODILY INJURY AND PROPERTY DAMAGE ENDORSEMENT

In consideration of the additional premium paid to the Company, it is understood and agreed that the policy is amended as follows:

I. The Declarations Page is amended to include the following new Item:

SUBLIMITS **BODILY INJURY CLAIM/PROPERTY DAMAGE CLAIM:**

- (a) \$10,000 per Licensee per **Bodily Injury Claim** or **Property Damage Claim** (Damages & Claim Expenses)
- (b) \$10,000 Aggregate all **Bodily Injury Claims** and **Property Damage Claims** per Licensee (Damages & Claim Expenses)

II. The Section entitled **LIMITS OF LIABILITY** is amended as follows:

A. The following new Subsection is added:

The Company's Sublimit of Liability for **Damages** and **Claim Expenses** for each **Bodily Injury Claim** or **Property Damage Claim** per Licensee shall not exceed the per **Bodily Injury Claim** or **Property Damage Claim** Sublimit stated in the Declarations. The Company's Sublimit of Liability for **Damages** and **Claim Expenses**, combined, for all **Bodily Injury Claims** and **Property Damage Claims** per Licensee for each **Annual Policy Term** shall not exceed the Aggregate all **Bodily Injury Claims** and **Property Damage Claims** Sublimit set forth in the Declarations. **Damages** paid within the **Bodily Injury Claim/Property Damage Claim** Sublimits of Liability are included within, and not in addition to, the per **Claim** and the Aggregate Limits of Liability set forth in the Declarations.

B. Subsection H. is deleted in its entirety and replaced with the following:

H. Except with respect to a **Bodily Injury Claim** and **Property Damage Claim**, **Claim Expenses** are in addition to the Limits of Liability or Sublimits of Liability. The Company will not pay **Claim Expenses** in connection with covered **Bodily Injury Claims** or **Property Damage Claims** after the applicable Sublimits of Liability have been exhausted. The Company's payment of the applicable Limits of Liability or Sublimits of Liability ends the Company's duties to defend, pay **Damages**, and pay **Claim Expenses**.

III. The Section entitled **EXCLUSIONS** is amended as follows:

A. The exclusion entitled **Bodily Injury** is deleted in its entirety and replaced with the following:

Bodily Injury

bodily injury, sickness, disease, mental anguish, pain, suffering, emotional distress, or death of any person, except that this exclusion shall not apply to a **Bodily Injury Claim** or a **Property Damage Claim** until the **Bodily Injury Claim/Property Damage Claim** Sublimit of Liability has been exhausted;

B. The exclusion entitled **Property Damage** is deleted in its entirety and replaced with the following:

Property Damage

physical injury to, destruction, or loss of use of tangible property, except that this exclusion shall not apply to (1) a **Lock Box Claim** until the **Lock Box Claim** Sublimit of Liability has been exhausted; (2) to an **Environmental Claim** until the **Environmental Claim** Sublimit of Liability has been exhausted; or (3) a **Bodily Injury Claim** or **Property Damage Claim** until the **Bodily Injury Claim/Property Damage Claim** Sublimit of Liability has been exhausted;

C. Solely with respect to the coverage provided by this endorsement, the following new exclusions are added:

Motor Vehicle

the ownership, maintenance, operation, use, entrustment to others, loading, or unloading of any motor vehicle, aircraft or watercraft, operated by, rented or loaned to any **Insured**;

Workers Compensation

CNA90478XX (10-20)

Insured Name: Russell Parrish

Policy Number: 25 EO 0015TN
Effective: 01/01/2025 to 07/01/2026

any act or omission for which any **Insured** could be held liable under any workers compensation, unemployment compensation, or disability benefits law or under any similar law;

Employee of Insured

bodily injury, sickness, disease, mental anguish, pain, suffering, emotional distress, or death of any employee of the **Insured**, arising out of his or her employment by the **Insured** or to any obligation of the **Insured** to indemnify or contribute with another employer because of damages arising out of such injury or death;

VI. The Section entitled **DEFINITIONS** is amended as follows:

- A. The definition of **Claim**, is amended by the addition of the following:

Claim also includes a **Bodily Injury Claim** and a **Property Damage Claim**.

- B. Solely with respect to the coverage provided by this endorsement, the following new definitions are added:

Bodily Injury Claim means:

1. a written demand for money or services received by the **Insured**; or
2. service of a lawsuit or institution of arbitration or mediation proceedings against the **Insured**; seeking **Damages** and alleging a negligent act, error, or omission in the **Licensee's** performance of or failure to perform **Professional Services** that resulted in bodily injury, sickness, disease, mental anguish, pain, suffering, emotional distress, or death of any person, provided that:
 - a. the **Claim** results solely from a negligent act, error or omission committed by the **Licensee** while performing **Professional Services**;
 - b. such negligent act, error or omission was a proximate cause of the bodily injury, sickness, disease, mental anguish, pain, suffering, emotional distress, or death; and
 - c. there is no other policy that is applicable to such **Claim**.

Property Damage Claim means:

1. a written demand for money or services received by the **Insured**; or
2. service of a lawsuit or institution of arbitration or mediation proceedings against the **Insured**; seeking **Damages** and alleging a negligent act, error, or omission in the **Licensee's** performance of or failure to perform **Professional Services** that resulted in physical injury to, destruction of, or loss of use of tangible property, provided that:
 - a. the **Claim** results solely from a negligent act, error or omission committed by the **Licensee** while performing **Professional Services**;
 - b. such negligent act, error or omission was a proximate cause of the physical injury to, destruction of, or loss of use of tangible property; and
 - c. there is no other policy that is applicable to such **Claim**.

V. This endorsement does not apply to any **Claim** made prior to the effective date of the endorsement or after the expiration of the **Individual Policy Period** or any applicable Extended Reporting Period. If prior to the effective date of this endorsement any **Insured** had a reasonable basis to believe a **Claim** may arise, then the coverage provided by this endorsement shall not apply to such **Claim** or **Related Claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA90478XX (10-20)

Insured Name: Russell Parrish

Policy Number: 25 EO 0015TN
Effective: 01/01/2025 to 07/01/2026



INCREASED DISCRIMINATION CLAIM SUBLIMITS OF LIABILITY ENDORSEMENT

\$50,000 FOR EACH DISCRIMINATION CLAIM / \$50,000 FOR ALL DISCRIMINATION CLAIMS

It is understood and agreed that the following amendment is made to the Declarations only as respects the **Licensee** named below and only as respects a **Discrimination Claim** first made against such **Licensee** and reported to the Company in writing after the effective date of this endorsement:

The following item of the Declarations is deleted in its entirety and replaced by the following:

ITEM 4 SUBLIMITS DISCRIMINATION: (a) \$50,000 per **Licensee** per **Discrimination Claim (Damages)**
(b) \$50,000 Aggregate all **Discrimination Claims** per **Licensee (Damages)**

This endorsement does not apply to any **Discrimination Claim** made prior to the effective date of the endorsement or after the expiration of the **Individual Policy Period** or any applicable Extended Reporting Period. If prior to the effective date of this endorsement, any **Insured** had a reasonable basis to believe a **Discrimination Claim** may arise, then the increased Sublimits of Liability provided by this endorsement shall not apply to such **Discrimination Claim** or any **Related Claim**.

Nothing herein shall serve to increase the Limits of Liability, any Sublimits of Liability other than those specifically addressed herein, or any amounts provided under the Section titled **SUPPLEMENTARY PAYMENTS**.

Licensee:

Russell Parrish

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA99183XX (10-20)

INCREASED LIMITED FEES, COSTS AND EXPENSES COVERAGE ENDORSEMENT

REAL ESTATE REGULATORY COMPLAINT SUPPLEMENTARY PAYMENT

It is understood and agreed that the policy is amended as follows:

I. The Section titled **SUPPLEMENTARY PAYMENTS**, Subsection E., is deleted in its entirety and replaced by the following:

- E. The Company will pay a maximum of \$5,000 with respect to fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal for each complaint to a real estate regulatory board or commission, provided that:
1. a **Claim** covered by this policy has been made involving the same negligent act, error, or omission or a **Related Negligent Act, Error, or Omission** or, alternatively, if no **Claim** has been made, the **Insured** first receives such complaint during the **Individual Policy Period** or any applicable Extended Reporting Period;
 2. the complaint involves **Professional Services** that occurred after the **Licensee's Retroactive Date** and before the effective date of cancellation or nonrenewal of the **Individual Policy Period**;
 3. the complaint would otherwise be covered under this policy if the matter arose to a **Claim**; and
 4. the complaint does not allege, arise from, or relate to a negligent act, error, or omission or **Related Negligent Act, Error, or Omission** which is the subject of a **Claim** that is not covered by this policy.

Insured Name: Russell Parrish

Policy Number: 25 EO 0015TN
Effective: 01/01/2025 to 07/01/2026

It is further provided that the **Insured** shall have the following duties under this Supplemental Payment:

1. The **Insured** shall give the Company written notice of the complaint by any of the methods listed in Section XI. THE **INSURED'S DUTIES IF THERE IS A CLAIM** within the **Individual Policy Period** or any applicable Extended Reporting Period, but no more than twenty (20) days after the **Insured** first becomes aware of such complaint to a real estate regulatory board or commission.
2. The **Insured** shall cooperate with the Company and, at the Company's request, the **Insured** shall assist the Company in responding to the complaint. The **Insured** shall attend hearings and help in securing and giving evidence at the Company's request.

Unless a circumstance, **Claim**, or **Related Claim** involving the **Professional Services** has previously been reported in writing to the Company, any written notice to the Company of a complaint to a real estate regulatory board or commission shall be deemed notification of a circumstance under Section XII. **CIRCUMSTANCE REPORTING**.

The amount payable under this provision shall be subject to a \$5,000 Aggregate Limit during an **Annual Policy Term**, regardless of the number of complaints and even if the complaint spans more than one **Annual Policy Term**. All complaints arising out of the same negligent act, error, or omission or **Related Negligent Acts, Errors, or Omissions**, whenever made, shall be considered a single complaint first made within the **Individual Policy Period** in which the earliest of the complaints was first made. The Company shall not pay any **Damages** awarded by a regulatory board or commission; return or restitution of fees, commissions, expenses, or costs; injunctive or declaratory relief; fines; penalties; punitive, exemplary, or multiplied damages; or matters deemed uninsurable under applicable law.

- II. This endorsement does not apply to any complaint to a regulatory board or commission made prior to the effective date of the endorsement or after the expiration of the **Individual Policy Period** or any applicable Extended Reporting Period. If prior to the effective date of this endorsement, any **Insured** had a reasonable basis to believe a complaint to a regulatory board or commission may arise, then the increased supplementary payment provided by this endorsement shall not apply to such complaint or any complaint that is temporally, logically, or causally connected by any common fact, circumstance, situation, transaction, event, advice, or decision.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA80122TN (10-20)

INCREASED LOCKBOX SUBLIMITS OF LIABILITY ENDORSEMENT
\$50,000 FOR EACH LOCKBOX CLAIM / \$50,000 FOR ALL LOCK BOX CLAIMS

It is understood and agreed that the following amendment is made to the Declarations only as respects the **Licensee** named below and only as respects a **Lock Box Claim** first made against such **Licensee** and reported to the Company in writing after the effective date of this endorsement:

The following item of the Declarations is deleted in its entirety and replaced by the following:

- ITEM 7. SUBLIMITS LOCK BOX:**
- (a) \$50,000 per **Licensee** per **Lock Box Claim (Damages)**
 - (b) \$50,000 Aggregate all **Lock Box Claims** per **Licensee (Damages)**

This endorsement does not apply to any **Lock Box Claim** made prior to the effective date of the endorsement or after the expiration of the **Individual Policy Period** or any applicable Extended Reporting Period. If prior to the effective date of this endorsement, any **Insured** had a reasonable basis to believe a **Lock Box Claim** may arise, then the increased Sublimits of Liability provided by this endorsement shall not apply to such **Lock Box Claim** or any **Related Claim**.

Nothing herein shall serve to increase the Limits of Liability, any Sublimits of Liability other than those specifically addressed herein, or any amounts provided under the Section titled **SUPPLEMENTARY PAYMENTS**.

Licensee:
Russell Parrish

Insured Name: Russell Parrish

Policy Number: 25 EO 0015TN
 Effective: 01/01/2025 to 07/01/2026

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA99184XX (10-20)

**INCREASED LIMITED FEES, COSTS AND EXPENSES COVERAGE ENDORSEMENT
SUBPOENA SUPPLEMENTARY PAYMENT**

It is understood and agreed that the policy is amended as follows:

I. The Section titled SUPPLEMENTARY PAYMENTS, Subsection D., is deleted in its entirety and replaced by the following:

D. If the **Insured** receives a subpoena for documents or testimony arising out of **Professional Services** and would like the Company's assistance in responding to the subpoena, the Company will retain an attorney to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony, and to represent the **Insured** at the **Insured's** deposition and while providing trial testimony pursuant to the subpoena, provided that:

1. the **Insured** first receives the subpoena during the **Individual Policy Period** or any applicable Extended Reporting Period;
2. the **Professional Services** occurred after the **Licensee's Retroactive Date** and before the effective date of cancellation or nonrenewal of the **Individual Policy Period**;
3. the **Professional Services** are not the subject of a **Claim** that is not covered under this policy;
4. the subpoena does not arise from **Professional Services** to which Exclusion J, K, N, or O would apply;
5. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and
6. the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past.

It is further provided that the **Insured** shall have the following duties under this Supplemental Payment:

1. The **Insured** shall give the Company written notice of the subpoena by any of the methods listed in Section XI. THE INSURED'S DUTIES IF THERE IS A CLAIM within the **Individual Policy Period** or any applicable Extended Reporting Period, but no more than twenty (20) days after the **Insured** first becomes aware of such subpoena.
2. The **Insured** shall cooperate with the Company and, at the Company's request, the **Insured** shall assist the Company in responding to the subpoena. The **Insured** shall attend depositions and help in securing and giving evidence at the Company's request.

Unless a circumstance, **Claim**, or **Related Claim** involving the **Professional Services** has previously been reported in writing to the Company, any written notice to the Company of a subpoena shall be deemed notification of a circumstance under Section XII. CIRCUMSTANCE REPORTING.

The amount payable under this provision shall be subject to a \$5,000 Aggregate Limit during an **Annual Policy Term**, regardless of the number of subpoenas and even if the subpoena response spans more than one **Annual Policy Term**. All subpoenas involving the same **Professional Services**; the same negligent act, error, or omission; or **Related Negligent Acts, Errors, or Omissions**, whenever made, shall be considered a single subpoena first made within the **Individual Policy Period** in which the earliest of the subpoenas was first made. The Company shall not pay any **Damages** in connection with a subpoena.

II. This endorsement does not apply to any subpoena received prior to the effective date of the endorsement or after the expiration of the Individual Policy Period or any applicable Extended Reporting Period. If prior to the effective date of this endorsement, any Insured had a reasonable basis to believe a subpoena would be received, then the increased supplementary payment provided by this endorsement shall not apply to such subpoena.

All other terms and conditions of the Policy remain unchanged.

Insured Name: Russell Parrish

Policy Number: 25 EO 0015TN
Effective: 01/01/2025 to 07/01/2026

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA87099TN (10-20)

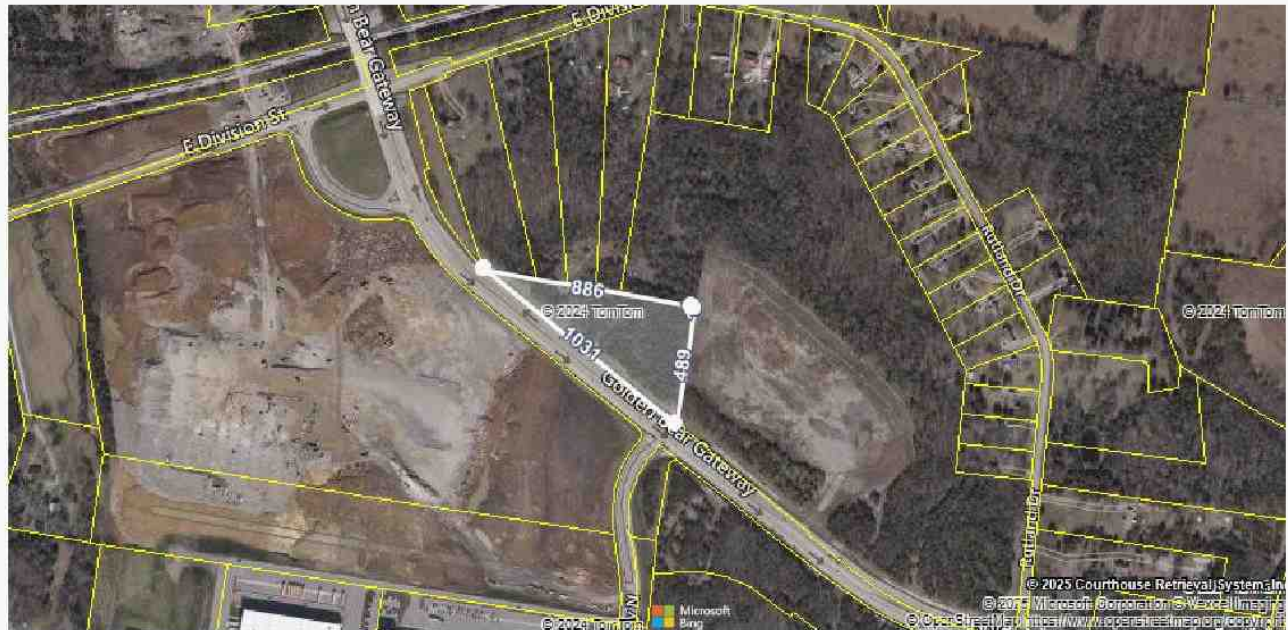
Insured Name: Russell Parrish

Policy Number: 25 EO 0015TN
Effective: 01/01/2025 to 07/01/2026

Tax Record - Page 1



Thursday, January 30, 2025



LOCATION

Property Address	Division East St TN
Subdivision	Beckwith North
County	Wilson County, TN

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID	077 012.02
Special Int	000
Alternate Parcel ID	
Land Map	077
District/Ward	24
2020 Census Trct/Blk	303.11/2
Assessor Roll Year	2023

PROPERTY SUMMARY

Property Type	City Exempt
Land Use	Agriculture And Related Activities
Improvement Type	
Square Feet	

CURRENT OWNER

Name	City Of Mt Juliet Tn
Mailing Address	2425 N Mt Julie Trd Mount Juliet, TN 37122

SCHOOL ZONE INFORMATION

Stoner Creek Elementary School	1.6 mi
Elementary: Pre K to 5	Distance
West Wilson Middle School	2.0 mi
Middle: 6 to 8	Distance
Mt. Juliet High School	2.0 mi
High: 9 to 12	Distance

SALES HISTORY THROUGH 01/09/2025

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
6/24/2021		City Of Mt Juliet Tn	Amazon Com Services Inc	Quit Claim Deed		2096/1287

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2023	Assessment Year	2023	Mount Juliet	0.11

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Tax Record - Page 2

Property Report for DIVISION EAST ST, cont.

Appraised Land	\$201,800	Assessed Land	Wilson	1.9089
Appraised Improvements	\$34,900	Assessed Improvements		
Total Tax Appraisal	\$236,700	Total Assessment		
		Exempt Amount		
		Exempt Reason		

TAXES

Tax Year	City Taxes	County Taxes	SSD Taxes	Total Taxes
No tax records were found for this parcel.				

MORTGAGE HISTORY

No mortgages were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

No Buildings were found for this parcel.

PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Bath House	491	2021	AVERAGE
Open Porch Finished	346	2021	AVERAGE
Asphalt Paving	216	2021	AVERAGE
Lights		2021	SALVAGE

PROPERTY CHARACTERISTICS: LOT

Land Use	Agriculture And Related Activities	Lot Dimensions	
Block/Lot	/17	Lot Square Feet	224,769
Latitude/Longitude	36.191260°/-86.475474°	Acreage	5.16

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source		Road Type	Paved
Electric Source	Public	Topography	Rolling
Water Source	Public	District Trend	Stable
Sewer Source	Individual	Special School District 1	2
Zoning Code	Ops Pud	Special School District 2	
Owner Type			

LEGAL DESCRIPTION

Subdivision	Beckwith North	Plat Book/Page	30/457
Block/Lot	/17	District/Ward	24
Description	Trailhead Restrooms		

INTERNET ACCESS

courtesy of Fiberhomes.com

FEMA FLOOD ZONES

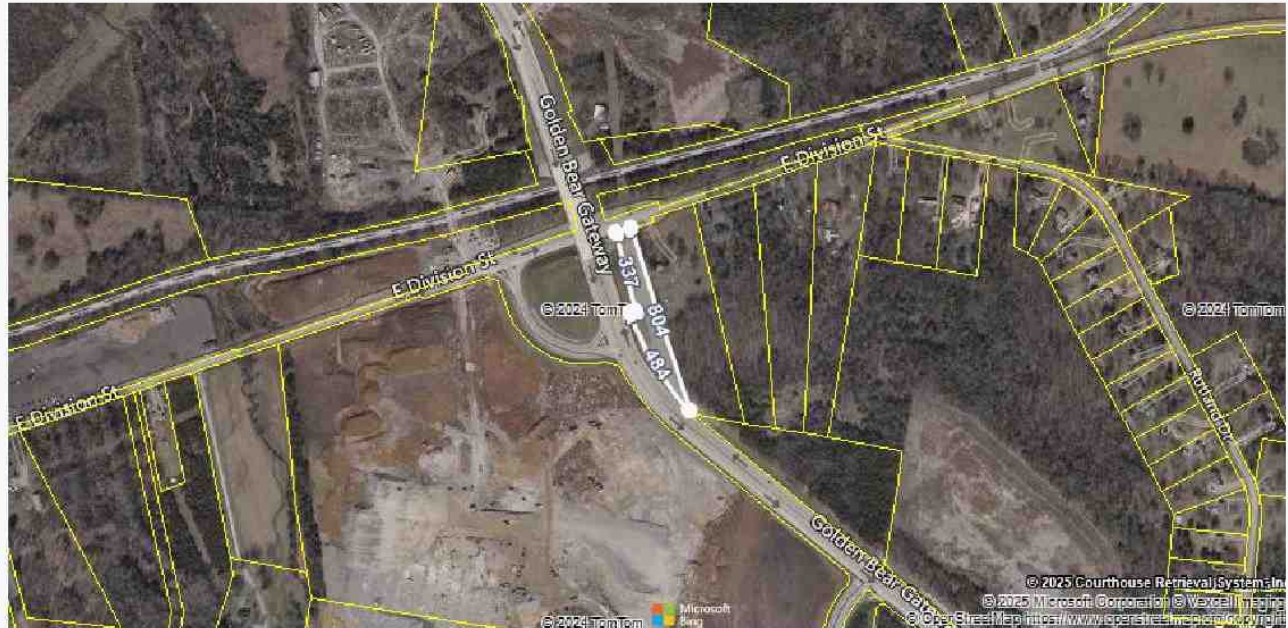
Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47189C0153D	02/20/2008

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Information Deemed Reliable But Not Guaranteed.

Tax Record - Page 1



Thursday, January 30, 2025



LOCATION

Property Address	Division East St TN
Subdivision	
County	Wilson County, TN

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID	077 011.01
Special Int	000
Alternate Parcel ID	
Land Map	077
District/Ward	24
2020 Census Trct/Blk	303.11/2
Assessor Roll Year	2023

PROPERTY SUMMARY

Property Type	City Exempt
Land Use	
Improvement Type	
Square Feet	

CURRENT OWNER

Name	City Of Mt Juliet
Mailing Address	Po Box 256 Mount Juliet, TN 37121-0256

SCHOOL ZONE INFORMATION

Stoner Creek Elementary School	1.5 mi
Elementary: Pre K to 5	Distance
West Wilson Middle School	1.9 mi
Middle: 6 to 8	Distance
Mt. Juliet High School	1.8 mi
High: 9 to 12	Distance

SALES HISTORY THROUGH 01/09/2025

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
9/18/2014		City Of Mt Juliet				1609/855

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2023	Assessment Year	2023	Mount Juliet	0.11

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Tax Record - Page 2

Property Report for DIVISION EAST ST, cont.

Appraised Land	\$64,000	Assessed Land	Wilson	1.9089
Appraised Improvements		Assessed Improvements		
Total Tax Appraisal	\$64,000	Total Assessment		
		Exempt Amount		
		Exempt Reason		

TAXES

Tax Year	City Taxes	County Taxes	SSD Taxes	Total Taxes
No tax records were found for this parcel.				

MORTGAGE HISTORY

No mortgages were found for this parcel.

PROPERTY CHARACTERISTICS: BUILDING

No Buildings were found for this parcel.

PROPERTY CHARACTERISTICS: EXTRA FEATURES

No extra features were found for this parcel.

PROPERTY CHARACTERISTICS: LOT

Land Use		Lot Dimensions	
Block/Lot		Lot Square Feet	57,499
Latitude/Longitude	36.193109°/-86.478006°	Acreage	1.32

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Public - Natural Gas	Road Type	Paved
Electric Source	Public	Topography	Rolling
Water Source	Public	District Trend	Stable
Sewer Source	Public	Special School District 1	2
Zoning Code	OPS	Special School District 2	
Owner Type			

LEGAL DESCRIPTION

Subdivision		Plat Book/Page	
Block/Lot		District/Ward	24
Description			

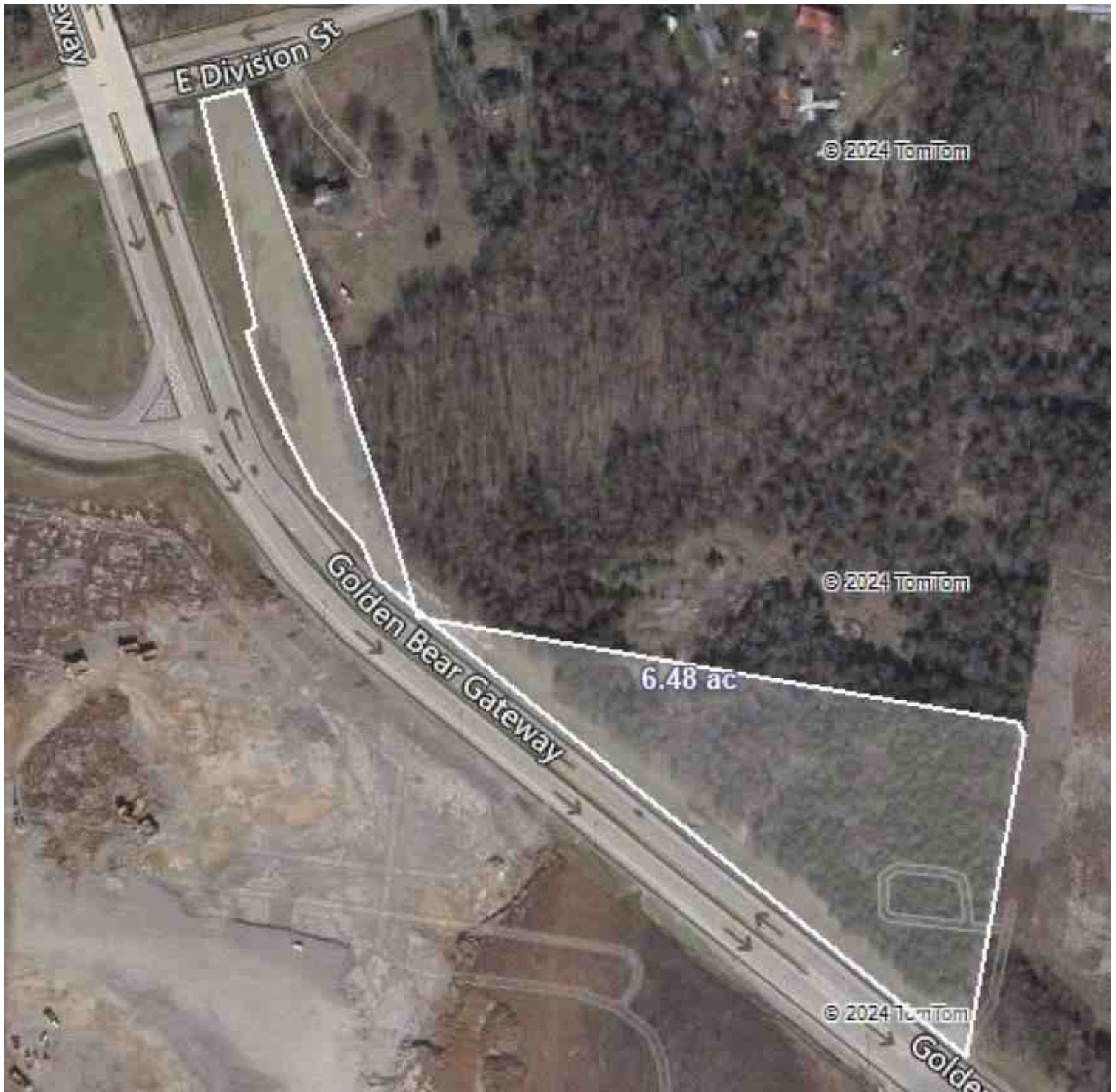
INTERNET ACCESS

courtesy of Fiberhomes.com

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47189C0153D	02/20/2008

Acreage



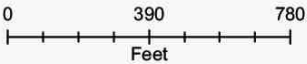
Zoning Map

Zoning Map



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: January 30, 2025

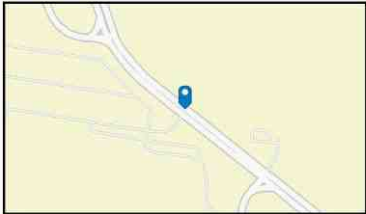
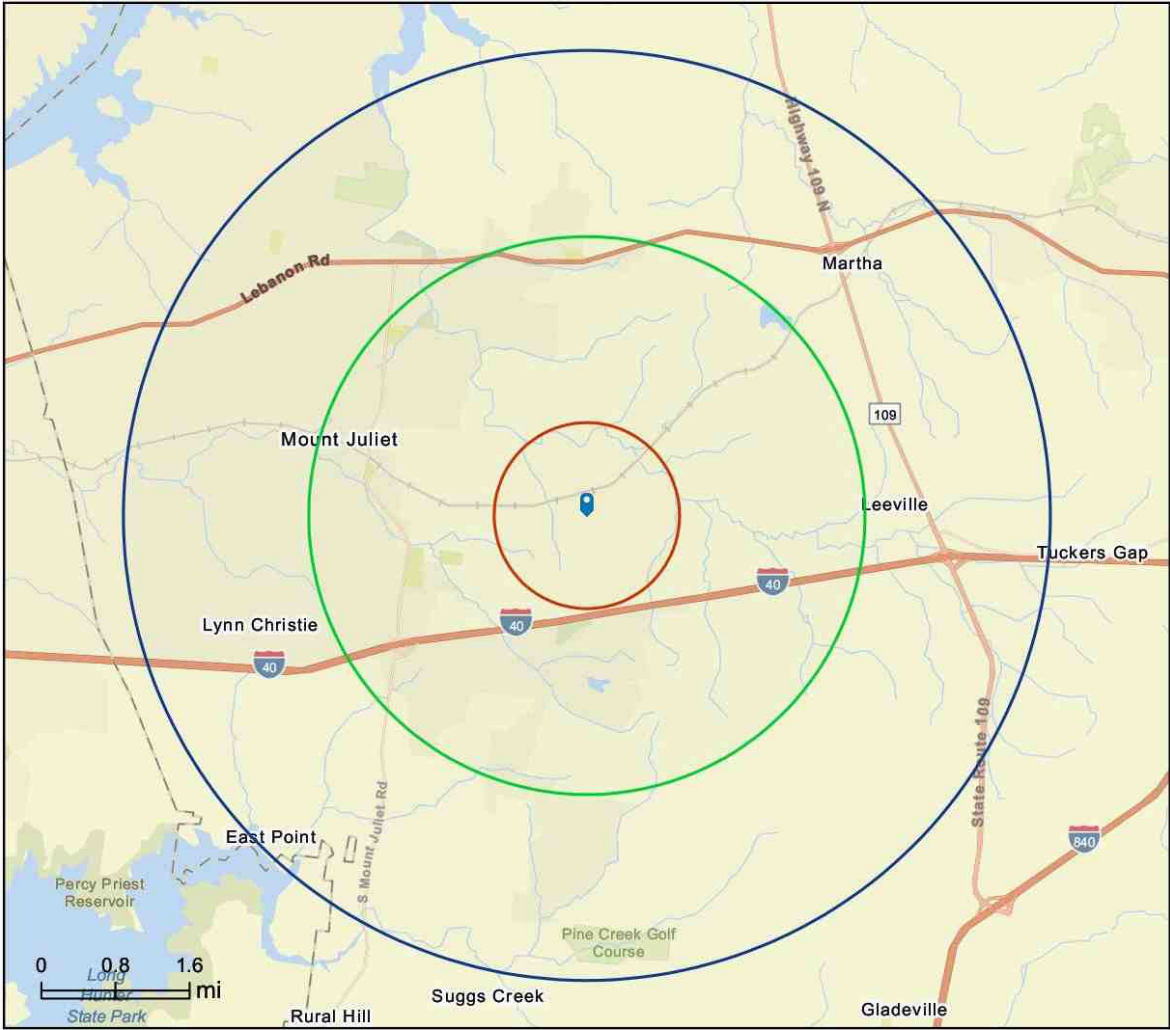




Site Map

Golden Bear Gtwy, Mount Juliet, Tennessee, 37122
Rings: 1, 3, 5 mile radii

E Division St, Mt Juliet
Latitude: 36.19139
Longitude: -86.47665



February 06, 2025



Executive Summary

Golden Bear Gtwy, Mount Juliet, Tennessee, 37122
Rings: 1, 3, 5 mile radii

E Division St, Mt Juliet
Latitude: 36.19139
Longitude: -86.47665

	1 mile	3 miles	5 miles
Population			
2010 Population	135	14,955	32,175
2020 Population	152	25,771	50,709
2024 Population	185	29,138	60,257
2029 Population	204	31,234	67,932
2010-2020 Annual Rate	1.19%	5.59%	4.65%
2020-2024 Annual Rate	4.73%	2.93%	4.14%
2024-2029 Annual Rate	1.97%	1.40%	2.43%
2020 Male Population	44.7%	47.4%	48.2%
2020 Female Population	55.3%	52.6%	51.8%
2020 Median Age	43.2	37.9	38.4
2024 Male Population	45.9%	48.3%	49.1%
2024 Female Population	54.1%	51.7%	50.9%
2024 Median Age	43.5	38.7	39.1

In the identified area, the current year population is 60,257. In 2020, the Census count in the area was 50,709. The rate of change since 2020 was 4.14% annually. The five-year projection for the population in the area is 67,932 representing a change of 2.43% annually from 2024 to 2029. Currently, the population is 49.1% male and 50.9% female.

Median Age

The median age in this area is 39.1, compared to U.S. median age of 39.3.

Race and Ethnicity

2024 White Alone	72.4%	74.3%	77.6%
2024 Black Alone	4.9%	8.1%	7.4%
2024 American Indian/Alaska Native Alone	1.1%	0.4%	0.3%
2024 Asian Alone	1.1%	7.3%	5.1%
2024 Pacific Islander Alone	0.0%	0.0%	0.0%
2024 Other Race	10.3%	2.9%	2.6%
2024 Two or More Races	10.3%	7.0%	6.8%
2024 Hispanic Origin (Any Race)	21.1%	7.0%	6.2%

Persons of Hispanic origin represent 6.2% of the population in the identified area compared to 19.6% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 45.6 in the identified area, compared to 72.5 for the U.S. as a whole.

Households

2024 Wealth Index	61	109	115
2010 Households	28	5,670	11,764
2020 Households	32	9,912	18,594
2024 Households	54	11,261	22,246
2029 Households	60	12,110	25,134
2010-2020 Annual Rate	1.34%	5.74%	4.68%
2020-2024 Annual Rate	13.10%	3.05%	4.31%
2024-2029 Annual Rate	2.13%	1.46%	2.47%
2024 Average Household Size	3.30	2.57	2.70

The household count in this area has changed from 18,594 in 2020 to 22,246 in the current year, a change of 4.31% annually. The five-year projection of households is 25,134, a change of 2.47% annually from the current year total. Average household size is currently 2.70, compared to 2.72 in the year 2020. The number of families in the current year is 16,571 in the specified area.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units. The Gini Index measures the extent to which the distribution of income or consumption among individuals or households within an economy deviates from a perfectly equal distribution. A Gini Index of 0 represents perfect equality, while an Index of 100 implies perfect inequality.

Source: U.S. Census Bureau. Esri forecasts for 2024 and 2029. Esri converted Census 2010 into 2020 geography and Census 2020 data.

February 06, 2025



Executive Summary

Golden Bear Gtwy, Mount Juliet, Tennessee, 37122
Rings: 1, 3, 5 mile radii

E Division St, Mt Juliet
Latitude: 36.19139
Longitude: -86.47665

	1 mile	3 miles	5 miles
Mortgage Income			
2024 Percent of Income for Mortgage	0.0%	27.3%	25.6%
Median Household Income			
2024 Median Household Income	\$70,415	\$100,139	\$105,258
2029 Median Household Income	\$75,000	\$109,425	\$114,703
2024-2029 Annual Rate	1.27%	1.79%	1.73%
Average Household Income			
2024 Average Household Income	\$83,714	\$125,478	\$129,812
2029 Average Household Income	\$93,184	\$140,175	\$145,446
2024-2029 Annual Rate	2.17%	2.24%	2.30%
Per Capita Income			
2024 Per Capita Income	\$33,379	\$48,353	\$48,021
2029 Per Capita Income	\$37,896	\$54,185	\$53,939
2024-2029 Annual Rate	2.57%	2.30%	2.35%
GINI Index			
2024 Gini Index	33.6	32.3	31.4

Households by Income

Current median household income is \$105,258 in the area, compared to \$79,068 for all U.S. households. Median household income is projected to be \$114,703 in five years, compared to \$91,442 all U.S. households.

Current average household income is \$129,812 in this area, compared to \$113,185 for all U.S. households. Average household income is projected to be \$145,446 in five years, compared to \$130,581 for all U.S. households.

Current per capita income is \$48,021 in the area, compared to the U.S. per capita income of \$43,829. The per capita income is projected to be \$53,939 in five years, compared to \$51,203 for all U.S. households.

Housing			
2024 Housing Affordability Index	0	96	102
2010 Total Housing Units	38	6,115	12,502
2010 Owner Occupied Housing Units	17	4,137	9,699
2010 Renter Occupied Housing Units	10	1,533	2,064
2010 Vacant Housing Units	10	445	738
2020 Total Housing Units	41	10,387	19,535
2020 Owner Occupied Housing Units	16	6,685	13,860
2020 Renter Occupied Housing Units	16	3,227	4,734
2020 Vacant Housing Units	2	462	902
2024 Total Housing Units	59	11,696	23,504
2024 Owner Occupied Housing Units	30	7,900	16,531
2024 Renter Occupied Housing Units	24	3,361	5,715
2024 Vacant Housing Units	5	435	1,258
2029 Total Housing Units	66	12,565	26,523
2029 Owner Occupied Housing Units	35	8,706	18,921
2029 Renter Occupied Housing Units	25	3,404	6,213
2029 Vacant Housing Units	6	455	1,389

Socioeconomic Status Index

2024 Socioeconomic Status Index	55.8	61.4	60.6
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Currently, 70.3% of the 23,504 housing units in the area are owner occupied; 24.3%, renter occupied; and 5.4% are vacant. Currently, in the U.S., 57.9% of the housing units in the area are owner occupied; 32.1% are renter occupied; and 10.0% are vacant. In 2020, there were 19,535 housing units in the area and 4.6% vacant housing units. The annual rate of change in housing units since 2020 is 4.45%. Median home value in the area is \$430,142, compared to a median home value of \$355,577 for the U.S. In five years, median value is projected to change by 2.27% annually to \$481,246.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units. The Gini Index measures the extent to which the distribution of income or consumption among individuals or households within an economy deviates from a perfectly equal distribution. A Gini Index of 0 represents perfect equality, while an Index of 100 implies perfect inequality.

Source: U.S. Census Bureau. Esri forecasts for 2024 and 2029. Esri converted Census 2010 into 2020 geography and Census 2020 data.

February 06, 2025



Market Profile

Golden Bear Gtwy, Mount Juliet, Tennessee, 37122
Rings: 1, 3, 5 mile radii

E Division St, Mt Juliet
Latitude: 36.19139
Longitude: -86.47665

	1 mile	3 miles	5 miles
Population Summary			
2010 Total Population	135	14,955	32,175
2020 Total Population	152	25,771	50,709
2020 Group Quarters	7	152	224
2024 Total Population	185	29,138	60,257
2024 Group Quarters	7	141	210
2029 Total Population	204	31,234	67,932
2024-2029 Annual Rate	1.97%	1.40%	2.43%
2024 Total Daytime Population	413	33,216	57,662
Workers	306	17,821	26,512
Residents	107	15,395	31,150
Household Summary			
2010 Households	28	5,670	11,764
2010 Average Household Size	4.82	2.63	2.73
2020 Total Households	32	9,912	18,594
2020 Average Household Size	4.53	2.58	2.72
2024 Households	54	11,261	22,246
2024 Average Household Size	3.30	2.57	2.70
2029 Households	60	12,110	25,134
2029 Average Household Size	3.30	2.57	2.69
2024-2029 Annual Rate	2.13%	1.46%	2.47%
2010 Families	17	4,235	9,267
2010 Average Family Size	6.35	3.04	3.07
2024 Families	34	7,972	16,571
2024 Average Family Size	4.26	3.11	3.14
2029 Families	38	8,558	18,676
2029 Average Family Size	4.21	3.10	3.13
2024-2029 Annual Rate	2.25%	1.43%	2.42%
Housing Unit Summary			
2000 Housing Units	39	3,404	8,052
Owner Occupied Housing Units	59.0%	78.5%	83.7%
Renter Occupied Housing Units	17.9%	15.8%	11.3%
Vacant Housing Units	23.1%	5.8%	5.0%
2010 Housing Units	38	6,115	12,502
Owner Occupied Housing Units	44.7%	67.7%	77.6%
Renter Occupied Housing Units	26.3%	25.1%	16.5%
Vacant Housing Units	26.3%	7.3%	5.9%
2020 Housing Units	41	10,387	19,535
Owner Occupied Housing Units	39.0%	64.4%	70.9%
Renter Occupied Housing Units	39.0%	31.1%	24.2%
Vacant Housing Units	4.9%	4.4%	4.6%
2024 Housing Units	59	11,696	23,504
Owner Occupied Housing Units	50.8%	67.5%	70.3%
Renter Occupied Housing Units	40.7%	28.7%	24.3%
Vacant Housing Units	8.5%	3.7%	5.4%
2029 Housing Units	66	12,565	26,523
Owner Occupied Housing Units	53.0%	69.3%	71.3%
Renter Occupied Housing Units	37.9%	27.1%	23.4%
Vacant Housing Units	9.1%	3.6%	5.2%

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

February 06, 2025



Market Profile

Golden Bear Gtwy, Mount Juliet, Tennessee, 37122
Rings: 1, 3, 5 mile radii

E Division St, Mt Juliet
Latitude: 36.19139
Longitude: -86.47665

	1 mile	3 miles	5 miles
2024 Households by Income			
Household Income Base	54	11,261	22,246
<\$15,000	5.6%	3.3%	2.8%
\$15,000 - \$24,999	1.9%	1.8%	2.1%
\$25,000 - \$34,999	11.1%	5.0%	4.2%
\$35,000 - \$49,999	5.6%	5.0%	4.4%
\$50,000 - \$74,999	29.6%	16.6%	17.0%
\$75,000 - \$99,999	27.8%	18.1%	15.3%
\$100,000 - \$149,999	7.4%	23.2%	25.8%
\$150,000 - \$199,999	5.6%	14.3%	15.0%
\$200,000+	5.6%	12.6%	13.4%
Average Household Income	\$83,714	\$125,478	\$129,812
2029 Households by Income			
Household Income Base	60	12,110	25,134
<\$15,000	5.0%	2.4%	2.0%
\$15,000 - \$24,999	1.7%	1.2%	1.4%
\$25,000 - \$34,999	8.3%	3.5%	2.9%
\$35,000 - \$49,999	5.0%	4.1%	3.7%
\$50,000 - \$74,999	30.0%	14.6%	14.4%
\$75,000 - \$99,999	30.0%	17.3%	14.4%
\$100,000 - \$149,999	8.3%	24.9%	27.6%
\$150,000 - \$199,999	6.7%	18.1%	18.6%
\$200,000+	5.0%	13.8%	15.0%
Average Household Income	\$93,184	\$140,175	\$145,446
2024 Owner Occupied Housing Units by Value			
Total	30	7,899	16,530
<\$50,000	13.3%	2.7%	1.8%
\$50,000 - \$99,999	0.0%	0.2%	0.2%
\$100,000 - \$149,999	0.0%	0.9%	0.8%
\$150,000 - \$199,999	0.0%	1.3%	1.2%
\$200,000 - \$249,999	3.3%	5.4%	4.7%
\$250,000 - \$299,999	3.3%	6.2%	7.5%
\$300,000 - \$399,999	26.7%	24.0%	26.5%
\$400,000 - \$499,999	43.3%	25.8%	24.4%
\$500,000 - \$749,999	6.7%	27.5%	25.1%
\$750,000 - \$999,999	0.0%	5.6%	5.6%
\$1,000,000 - \$1,499,999	0.0%	0.3%	1.4%
\$1,500,000 - \$1,999,999	0.0%	0.1%	0.3%
\$2,000,000 +	0.0%	0.1%	0.5%
Average Home Value	\$362,069	\$460,956	\$477,657
2029 Owner Occupied Housing Units by Value			
Total	35	8,705	18,920
<\$50,000	2.9%	0.9%	0.5%
\$50,000 - \$99,999	0.0%	0.0%	0.0%
\$100,000 - \$149,999	0.0%	0.2%	0.1%
\$150,000 - \$199,999	0.0%	0.4%	0.3%
\$200,000 - \$249,999	0.0%	2.7%	1.9%
\$250,000 - \$299,999	2.9%	3.6%	4.2%
\$300,000 - \$399,999	22.9%	19.0%	21.3%
\$400,000 - \$499,999	54.3%	28.6%	26.6%
\$500,000 - \$749,999	11.4%	35.9%	33.1%
\$750,000 - \$999,999	0.0%	8.0%	8.5%
\$1,000,000 - \$1,499,999	0.0%	0.5%	2.1%
\$1,500,000 - \$1,999,999	0.0%	0.1%	0.4%
\$2,000,000 +	0.0%	0.1%	0.9%
Average Home Value	\$428,788	\$517,476	\$545,703

Data Note: Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

February 06, 2025



Market Profile

Golden Bear Gtwy, Mount Juliet, Tennessee, 37122
Rings: 1, 3, 5 mile radii

E Division St, Mt Juliet
Latitude: 36.19139
Longitude: -86.47665

	1 mile	3 miles	5 miles
Median Household Income			
2024	\$70,415	\$100,139	\$105,258
2029	\$75,000	\$109,425	\$114,703
Median Home Value			
2024	\$403,846	\$436,208	\$430,142
2029	\$434,211	\$481,150	\$481,246
Per Capita Income			
2024	\$33,379	\$48,353	\$48,021
2029	\$37,896	\$54,185	\$53,939
Median Age			
2010	42.0	36.6	38.2
2020	43.2	37.9	38.4
2024	43.5	38.7	39.1
2029	45.6	40.2	40.1
2020 Population by Age			
Total	152	25,771	50,709
0 - 4	4.6%	6.3%	6.3%
5 - 9	5.9%	7.2%	7.4%
10 - 14	7.2%	7.8%	7.9%
15 - 24	11.2%	10.7%	11.1%
25 - 34	9.9%	13.2%	11.9%
35 - 44	13.2%	15.9%	15.4%
45 - 54	11.2%	12.7%	13.4%
55 - 64	11.2%	9.9%	11.5%
65 - 74	8.6%	9.9%	9.3%
75 - 84	8.6%	5.0%	4.5%
85 +	7.9%	1.5%	1.3%
18 +	78.9%	74.8%	74.2%
2024 Population by Age			
Total	184	29,138	60,258
0 - 4	4.9%	6.2%	6.2%
5 - 9	5.4%	6.9%	7.1%
10 - 14	6.5%	7.0%	7.2%
15 - 24	12.0%	11.8%	11.7%
25 - 34	9.8%	12.2%	11.5%
35 - 44	13.6%	16.0%	15.5%
45 - 54	11.4%	12.9%	13.5%
55 - 64	10.9%	9.8%	11.2%
65 - 74	9.2%	9.9%	9.5%
75 - 84	9.2%	5.6%	5.2%
85 +	7.1%	1.6%	1.4%
18 +	79.9%	76.0%	75.5%
2029 Population by Age			
Total	205	31,233	67,932
0 - 4	4.4%	6.0%	6.1%
5 - 9	4.9%	6.2%	6.5%
10 - 14	5.9%	6.7%	6.8%
15 - 24	10.7%	11.7%	11.3%
25 - 34	10.2%	12.0%	12.1%
35 - 44	13.2%	14.8%	14.3%
45 - 54	11.2%	13.4%	13.5%
55 - 64	10.7%	10.5%	11.3%
65 - 74	9.8%	10.2%	10.1%
75 - 84	11.2%	6.7%	6.2%
85 +	7.8%	1.9%	1.7%
18 +	81.0%	77.5%	76.9%

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

February 06, 2025



Market Profile

Golden Bear Gtwy, Mount Juliet, Tennessee, 37122
Rings: 1, 3, 5 mile radii

E Division St, Mt Juliet
Latitude: 36.19139
Longitude: -86.47665

	1 mile	3 miles	5 miles
2020 Population by Sex			
Males	68	12,217	24,461
Females	84	13,554	26,248
2024 Population by Sex			
Males	85	14,085	29,607
Females	100	15,053	30,650
2029 Population by Sex			
Males	93	15,017	33,183
Females	112	16,217	34,750
2010 Population by Race/Ethnicity			
Total	135	14,954	32,175
White Alone	86.7%	86.8%	88.9%
Black Alone	5.2%	6.6%	5.9%
American Indian Alone	0.7%	0.5%	0.4%
Asian Alone	0.7%	2.7%	1.9%
Pacific Islander Alone	0.7%	0.1%	0.1%
Some Other Race Alone	3.0%	1.4%	1.1%
Two or More Races	3.0%	2.0%	1.7%
Hispanic Origin	5.9%	3.3%	2.7%
Diversity Index	32.9	29.0	24.8
2020 Population by Race/Ethnicity			
Total	152	25,771	50,709
White Alone	74.3%	76.9%	79.6%
Black Alone	3.9%	7.8%	7.1%
American Indian Alone	0.7%	0.3%	0.3%
Asian Alone	0.7%	5.7%	4.1%
Pacific Islander Alone	0.0%	0.0%	0.0%
Some Other Race Alone	9.9%	2.6%	2.3%
Two or More Races	10.5%	6.7%	6.5%
Hispanic Origin	20.4%	6.3%	5.6%
Diversity Index	61.2	46.6	42.3
2024 Population by Race/Ethnicity			
Total	185	29,138	60,258
White Alone	72.4%	74.3%	77.6%
Black Alone	4.9%	8.1%	7.4%
American Indian Alone	1.1%	0.4%	0.3%
Asian Alone	1.1%	7.3%	5.1%
Pacific Islander Alone	0.0%	0.0%	0.0%
Some Other Race Alone	10.3%	2.9%	2.6%
Two or More Races	10.3%	7.0%	6.8%
Hispanic Origin	21.1%	7.0%	6.2%
Diversity Index	63.4	50.4	45.6
2029 Population by Race/Ethnicity			
Total	204	31,235	67,932
White Alone	70.6%	72.4%	76.1%
Black Alone	4.9%	8.4%	7.8%
American Indian Alone	1.0%	0.3%	0.3%
Asian Alone	1.0%	8.1%	5.6%
Pacific Islander Alone	0.0%	0.0%	0.0%
Some Other Race Alone	11.3%	3.2%	2.8%
Two or More Races	11.3%	7.5%	7.3%
Hispanic Origin	23.0%	7.6%	6.7%
Diversity Index	66.0	53.2	48.0

Data Note: Persons of Hispanic Origin may be of any race. The Diversity Index measures the probability that two people from the same area will be from different race/ethnic groups.

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

February 06, 2025



Market Profile

Golden Bear Gtwy, Mount Juliet, Tennessee, 37122
Rings: 1, 3, 5 mile radii

E Division St, Mt Juliet
Latitude: 36.19139
Longitude: -86.47665

	1 mile	3 miles	5 miles
2020 Population by Relationship and Household Type			
Total	152	25,771	50,709
In Households	95.4%	99.4%	99.6%
Householder	40.8%	38.4%	36.8%
Opposite-Sex Spouse	16.4%	21.3%	22.2%
Same-Sex Spouse	0.0%	0.1%	0.1%
Opposite-Sex Unmarried Partner	1.3%	1.9%	1.8%
Same-Sex Unmarried Partner	0.0%	0.1%	0.1%
Biological Child	25.7%	28.2%	29.0%
Adopted Child	0.7%	0.7%	0.8%
Stepchild	0.7%	1.2%	1.3%
Grandchild	2.0%	1.7%	1.9%
Brother or Sister	1.3%	0.7%	0.7%
Parent	1.3%	1.2%	1.1%
Parent-in-law	0.7%	0.4%	0.4%
Son-in-law or Daughter-in-law	0.7%	0.4%	0.4%
Other Relatives	1.3%	0.9%	0.9%
Foster Child	0.0%	0.1%	0.1%
Other Nonrelatives	2.6%	2.0%	1.8%
In Group Quarters	4.6%	0.6%	0.4%
Institutionalized	4.6%	0.4%	0.4%
Noninstitutionalized	0.0%	0.2%	0.1%
2024 Population 25+ by Educational Attainment			
Total	132	19,861	40,857
Less than 9th Grade	12.1%	1.4%	1.1%
9th - 12th Grade, No Diploma	5.3%	2.0%	2.0%
High School Graduate	21.2%	19.0%	18.6%
GED/Alternative Credential	3.8%	4.0%	3.3%
Some College, No Degree	14.4%	17.9%	17.9%
Associate Degree	5.3%	8.7%	9.4%
Bachelor's Degree	25.8%	28.5%	30.3%
Graduate/Professional Degree	12.1%	18.6%	17.3%
2024 Population 15+ by Marital Status			
Total	154	23,286	47,922
Never Married	22.7%	23.4%	24.3%
Married	59.1%	62.6%	61.1%
Widowed	5.8%	4.4%	4.8%
Divorced	12.3%	9.6%	9.9%
2024 Civilian Population 16+ in Labor Force			
Civilian Population 16+	79	14,407	30,339
Population 16+ Employed	97.5%	96.5%	97.2%
Population 16+ Unemployment rate	2.5%	3.5%	2.8%
Population 16-24 Employed	10.4%	9.9%	9.8%
Population 16-24 Unemployment rate	0.0%	11.4%	10.1%
Population 25-54 Employed	68.8%	70.7%	68.5%
Population 25-54 Unemployment rate	1.9%	2.5%	2.0%
Population 55-64 Employed	15.6%	13.9%	16.3%
Population 55-64 Unemployment rate	7.7%	3.3%	2.1%
Population 65+ Employed	5.2%	5.6%	5.4%
Population 65+ Unemployment rate	0.0%	1.8%	1.2%

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

February 06, 2025



Market Profile

Golden Bear Gtwy, Mount Juliet, Tennessee, 37122
Rings: 1, 3, 5 mile radii

E Division St, Mt Juliet
Latitude: 36.19139
Longitude: -86.47665

	1 mile	3 miles	5 miles
2024 Employed Population 16+ by Industry			
Total	77	13,898	29,483
Agriculture/Mining	0.0%	0.3%	0.3%
Construction	9.1%	5.2%	6.5%
Manufacturing	5.2%	8.9%	9.4%
Wholesale Trade	1.3%	2.2%	2.3%
Retail Trade	14.3%	11.1%	10.2%
Transportation/Utilities	7.8%	7.0%	6.4%
Information	1.3%	1.7%	2.9%
Finance/Insurance/Real Estate	5.2%	7.3%	8.4%
Services	54.5%	52.1%	49.9%
Public Administration	0.0%	4.1%	3.6%
2024 Employed Population 16+ by Occupation			
Total	76	13,898	29,483
White Collar	61.0%	71.3%	71.8%
Management/Business/Financial	16.9%	24.5%	25.5%
Professional	28.6%	30.9%	27.5%
Sales	6.5%	5.7%	7.2%
Administrative Support	9.1%	10.2%	11.5%
Services	20.8%	10.5%	10.1%
Blue Collar	16.9%	18.2%	18.2%
Farming/Forestry/Fishing	0.0%	0.3%	0.1%
Construction/Extraction	7.8%	3.1%	3.8%
Installation/Maintenance/Repair	1.3%	2.9%	3.5%
Production	1.3%	4.8%	4.5%
Transportation/Material Moving	6.5%	7.1%	6.3%
2020 Households by Type			
Total	32	9,912	18,594
Married Couple Households	40.6%	55.9%	60.6%
With Own Children <18	15.6%	25.7%	27.6%
Without Own Children <18	25.0%	30.3%	33.0%
Cohabiting Couple Households	3.1%	5.3%	5.1%
With Own Children <18	3.1%	1.6%	1.7%
Without Own Children <18	0.0%	3.7%	3.4%
Male Householder, No Spouse/Partner	18.8%	13.5%	12.8%
Living Alone	15.6%	9.0%	8.5%
65 Years and over	6.2%	2.4%	2.3%
With Own Children <18	0.0%	1.5%	1.4%
Without Own Children <18, With Relatives	3.1%	1.8%	2.0%
No Relatives Present	0.0%	1.1%	0.9%
Female Householder, No Spouse/Partner	37.5%	25.3%	21.5%
Living Alone	25.0%	14.4%	11.6%
65 Years and over	18.8%	7.1%	5.4%
With Own Children <18	6.2%	5.2%	4.5%
Without Own Children <18, With Relatives	6.2%	4.8%	4.6%
No Relatives Present	0.0%	1.0%	0.8%
2020 Households by Size			
Total	32	9,912	18,594
1 Person Household	37.5%	23.5%	20.0%
2 Person Household	25.0%	33.9%	34.1%
3 Person Household	12.5%	16.5%	17.6%
4 Person Household	12.5%	16.3%	17.4%
5 Person Household	6.2%	6.2%	6.9%
6 Person Household	3.1%	2.5%	2.7%
7 + Person Household	3.1%	1.0%	1.2%

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

February 06, 2025



Market Profile

Golden Bear Gtwy, Mount Juliet, Tennessee, 37122
Rings: 1, 3, 5 mile radii

E Division St, Mt Juliet
Latitude: 36.19139
Longitude: -86.47665

	1 mile	3 miles	5 miles
2020 Households by Tenure and Mortgage Status			
Total	32	9,912	18,594
Owner Occupied	50.0%	67.4%	74.5%
Owned with a Mortgage/Loan	21.9%	49.6%	55.2%
Owned Free and Clear	31.2%	17.8%	19.3%
Renter Occupied	50.0%	32.6%	25.5%
2024 Affordability, Mortgage and Wealth			
Housing Affordability Index	0	96	102
Percent of Income for Mortgage	0.0%	27.3%	25.6%
Wealth Index	61	109	115
2020 Housing Units By Urban/ Rural Status			
Total	41	10,387	19,535
Urban Housing Units	92.7%	93.3%	82.2%
Rural Housing Units	7.3%	6.7%	17.8%
2020 Population By Urban/ Rural Status			
Total	152	25,771	50,709
Urban Population	92.8%	92.4%	80.6%
Rural Population	7.2%	7.6%	19.4%

Data Note: Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography.

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

February 06, 2025



Market Profile

Golden Bear Gtwy, Mount Juliet, Tennessee, 37122
Rings: 1, 3, 5 mile radii

E Division St, Mt Juliet
Latitude: 36.19139
Longitude: -86.47665

	1 mile	3 miles	5 miles
Top 3 Tapestry Segments			
1.	Down the Road (10D)	Up and Coming Families (7A)	Green Acres (6A)
2.	Workday Drive (4A)	Workday Drive (4A)	Workday Drive (4A)
3.		Green Acres (6A)	Up and Coming Families (7A)
2024 Consumer Spending			
Apparel & Services: Total \$	\$101,295	\$29,717,969	\$59,834,285
Average Spent	\$1,875.83	\$2,639.02	\$2,689.66
Spending Potential Index	79	111	113
Education: Total \$	\$58,625	\$20,185,781	\$43,039,521
Average Spent	\$1,085.65	\$1,792.54	\$1,934.71
Spending Potential Index	63	104	112
Entertainment/Recreation: Total \$	\$165,722	\$51,554,821	\$105,302,882
Average Spent	\$3,068.93	\$4,578.17	\$4,733.56
Spending Potential Index	75	112	116
Food at Home: Total \$	\$304,836	\$88,765,780	\$178,787,979
Average Spent	\$5,645.11	\$7,882.58	\$8,036.86
Spending Potential Index	77	108	110
Food Away from Home: Total \$	\$168,021	\$49,968,592	\$100,745,249
Average Spent	\$3,111.50	\$4,437.31	\$4,528.69
Spending Potential Index	80	114	116
Health Care: Total \$	\$317,441	\$95,684,740	\$193,961,528
Average Spent	\$5,878.54	\$8,497.00	\$8,718.94
Spending Potential Index	76	110	113
HH Furnishings & Equipment: Total \$	\$133,529	\$40,371,751	\$81,860,306
Average Spent	\$2,472.76	\$3,585.09	\$3,679.78
Spending Potential Index	78	113	116
Personal Care Products & Services: Total \$	\$41,799	\$12,523,580	\$25,156,581
Average Spent	\$774.06	\$1,112.12	\$1,130.84
Spending Potential Index	78	112	114
Shelter: Total \$	\$1,060,334	\$330,226,357	\$668,699,072
Average Spent	\$19,635.81	\$29,324.78	\$30,059.29
Spending Potential Index	74	110	113
Support Payments/Cash Contributions/Gifts in Kind: Total \$	\$148,955	\$47,321,740	\$95,216,824
Average Spent	\$2,758.43	\$4,202.27	\$4,280.18
Spending Potential Index	79	120	122
Travel: Total \$	\$117,097	\$38,371,351	\$78,830,750
Average Spent	\$2,168.46	\$3,407.46	\$3,543.59
Spending Potential Index	71	112	117
Vehicle Maintenance & Repairs: Total \$	\$65,141	\$18,777,728	\$37,615,906
Average Spent	\$1,206.31	\$1,667.50	\$1,690.91
Spending Potential Index	81	113	114

Data Note: Consumer spending shows the amount spent on a variety of goods and services by households that reside in the area. Expenditures are shown by broad budget categories that are not mutually exclusive. Consumer spending does not equal business revenue. Total and Average Amount Spent Per Household represent annual figures. The Spending Potential Index represents the amount spent in the area relative to a national average of 100.

Source: Consumer Spending data are derived from the 2019 and 2020 Consumer Expenditure Surveys, Bureau of Labor Statistics. Esri.

Source: Esri forecasts for 2024 and 2029. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

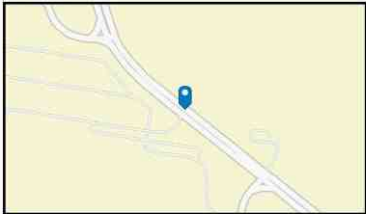
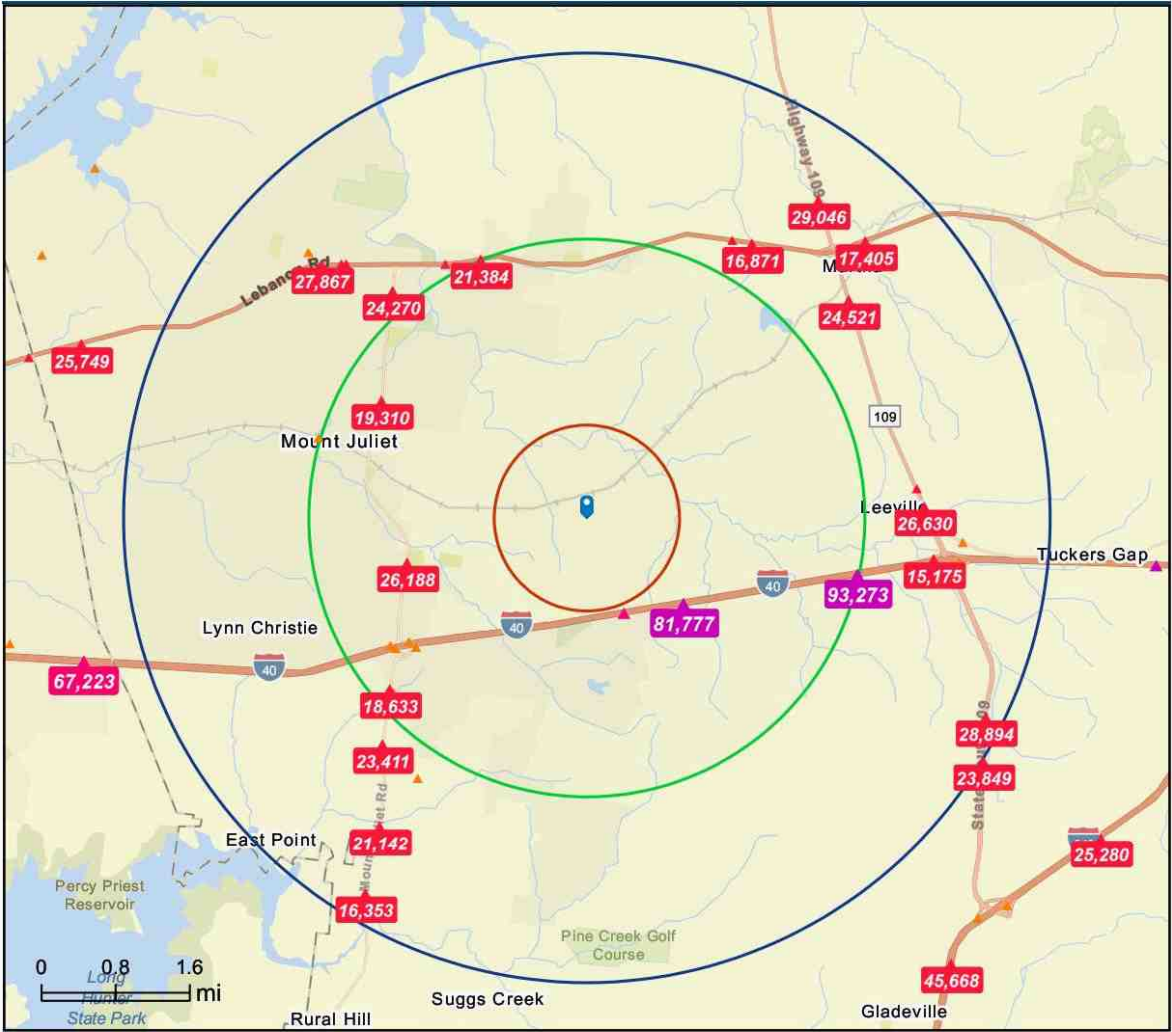
February 06, 2025



Traffic Count Map

Golden Bear Gtwy, Mount Juliet, Tennessee, 37122
Rings: 1, 3, 5 mile radii

E Division St, Mt Juliet
Latitude: 36.19139
Longitude: -86.47665

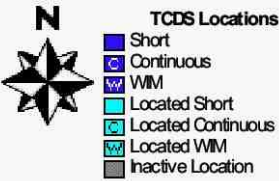
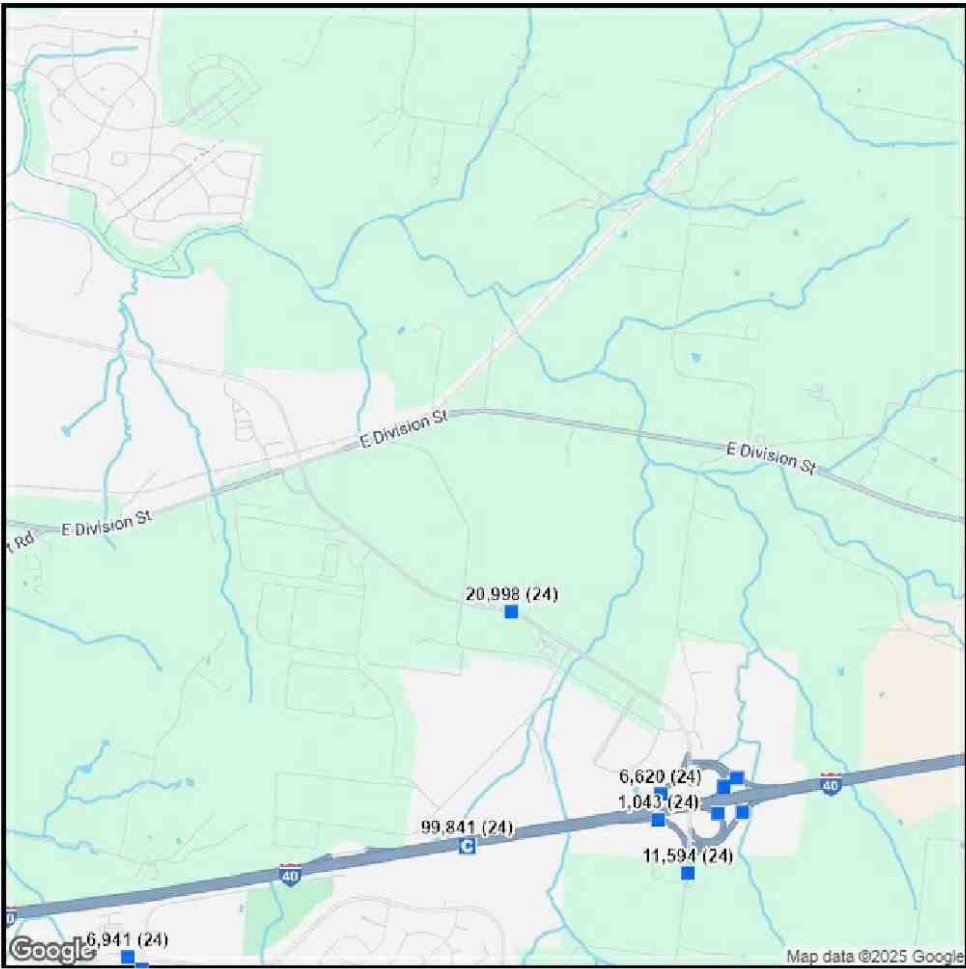


- Average Daily Traffic Volume**
- ▲ Up to 6,000 vehicles per day
 - ▲ 6,001 - 15,000
 - ▲ 15,001 - 30,000
 - ▲ 30,001 - 50,000
 - ▲ 50,001 - 100,000
 - ▲ More than 100,000 per day



Source: ©2024 Kalibrate Technologies (Q3 2024).

February 06, 2025



2/6/2025



January 13, 2025

Tusli Patel
Tulit Investments
931-319-8569
tulsilala@gmail.com

Dear Ms. Patel:

In response to your request, we are pleased to submit this proposal for valuation services to be performed by Parrish & Associates, Inc.

THE AGREEMENT

This proposal is for a valuation of **2 parcels of land along E. Division Street, Mt. Juliet, TN 37122**. Said properties are located on Wilson County Tax Map 077, Parcel 011.01 and Parcel 012.02.

Parrish & Associates, Inc. will conduct an outside, independent valuation for the purpose of estimating the value of the above referenced properties.

THE APPROACH

Parrish & Associates will conduct a thorough analysis of the property for the purpose of determining "Fair Market Value". We will give consideration to all of the three generally accepted methods of valuation in its analysis.

FAIR MARKET VALUE DEFINITION

We define "Fair Market Value" as the value at which a willing buyer and a willing seller, both being fully informed of all relevant facts, would reasonably be expected to conduct a purchase and sale transaction, neither party being under any compulsion to do so.

Among other factors, our definition of Fair Market Value and how to determine it, takes into consideration all of the elements of acceptable appraisal practices specified in the Internal Revenue Service Ruling 59-60 and its subsequent revisions and amplifications and Uniform Standards of Appraisal Practice and Principles.

TIMING AND PROFESSIONAL FEES

We will begin this project immediately. Provided that we are able to obtain the information that we require on a timely basis, we would expect to have a *full narrative appraisal report completed within 2.5 weeks* from the date of acceptance of this proposal.

Our fee for this assignment will be \$2,750 due prior to releasing the findings of the report.

EXPENSES

In addition to the professional fees, the Client agrees to reimburse Parrish & Associates for all reasonable and necessary out-of-pocket expenses incurred by Parrish & Associates in connection with this project, only with prior client approval.

END-PRODUCT

The primary end product of this project will be a formal, written valuation report. The report will specify:

1. Our valuation conclusions
2. Methodologies employed and definitions used
3. The logic of our analysis
4. The summary data supporting our conclusions

This appraisal assignment will be conducted in a professional manner. In conformance with the Principles of Appraisal Practice and Code of Ethics as defined by the American Society of Appraisers and the Uniform Standards of Professional Appraisal Practices as promulgated by the Standards Board of the Appraisal Foundation.

Parrish & Associates will permanently maintain, for future reference, all backup data, work papers, and other information collected in connection with this assignment. Such information will be maintained in our confidential client files, access to which will be subject to the Attorney's prior approval, except where Parrish & Associates may be required by law to produce such information.

You may signify your acceptance of the terms contained in this agreement by signing the enclosed copy of the signature page and returning it to our office. Please keep the original copy of this letter for your files.

This assignment and the fees, related thereto, do not include provisions for future consultation or testimony with regard to the analysis or conclusions contained in our report. Should such future consultation or testimony be required, it will be necessary to make an arrangement for such services on an hourly fee basis, when and if necessary.

ASSUMPTIONS AND LIMITING CONDITIONS

In general, our appraisals are subject to certain assumptions and limiting conditions.

Engagement Letter - Page 3

We will begin our work on this project once we receive the signed authorization to proceed. We appreciate the opportunity to be of service and are looking forward to working with you on this matter.

Sincerely,
PARRISH & ASSOCIATES, INC.



Russell E. Parrish, ASA, IFAS, RAA, GAA
Tennessee Certified General
Real Estate Appraiser CG-2165

Accepted by: Tulsi Patel Title: MD
(Please **Print** Name)
Accepted by: Tulsi Patel Date: 1-16-25
(Signature)
Accepted for: Tulsi Investments
(If Applicable)

Explanation of Parcels included in the Purchase Agreement

In paragraph 1 of the Purchase Agreement two parcels are included:

Parcel 077 012.02 being approx. 5.16 acres +/- was presented to the Real Estate Committee

Parcel 077 011.01 being approx. 1.32 +/- acres was NOT presented to the Real Estate Committee

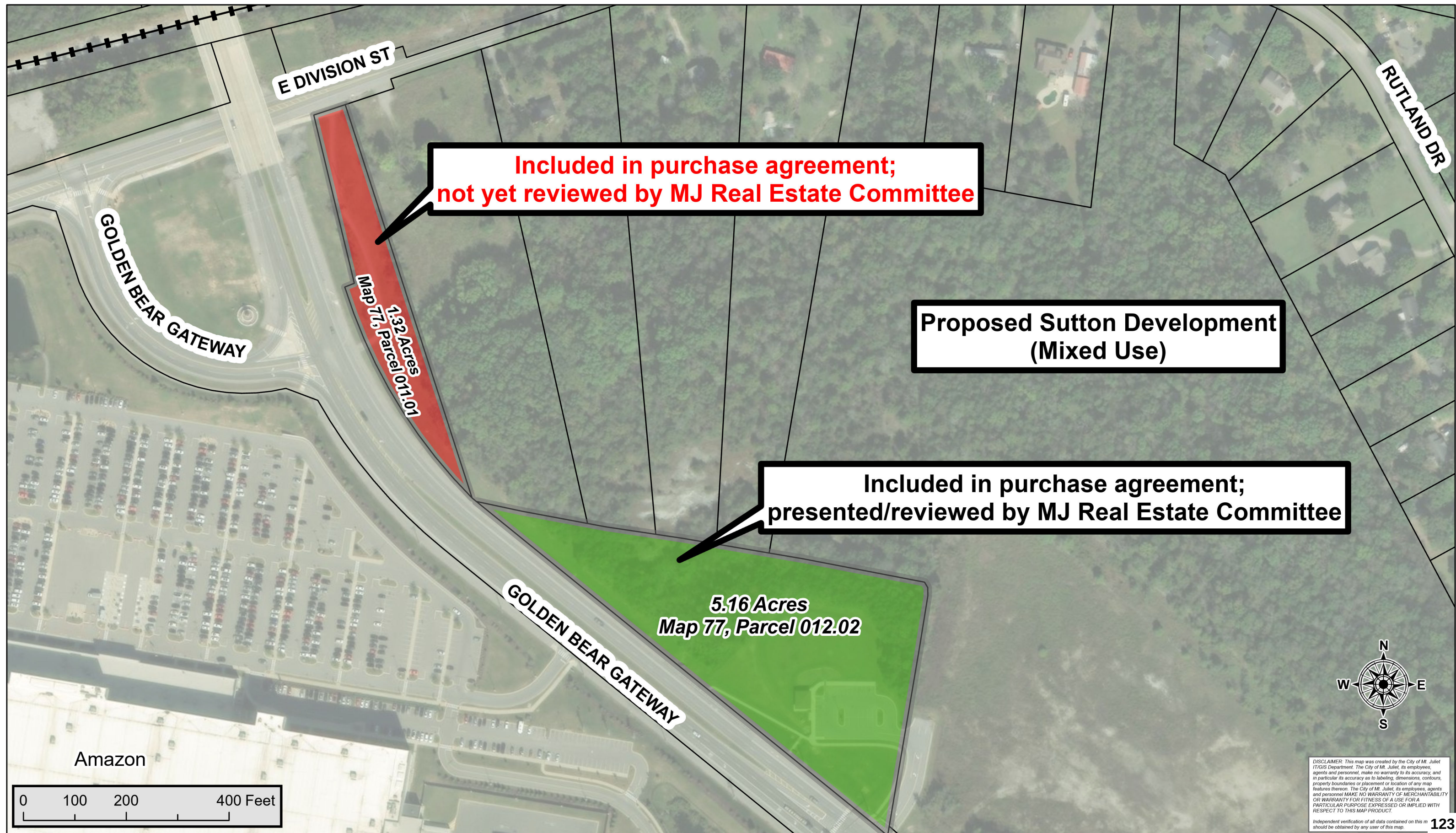
City Attorney Samantha Burnett discovered this when the Purchase Agreement was reviewed prior to being placed on the 10/27/25 BoC agenda.

A map is attached to show these two parcels.



Exhibit Map - Real Estate Committee Property Comparison Map

*The Sutton
(Proposed Development)*





Mt. Juliet, Tennessee

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

Staff Report

File #: 1295

Agenda Date: 10/27/2025

Agenda #: 9.B.

Title:

AN ORDINANCE TO AMEND THE LAND USE PLAN FOR THE PROPERTY KNOWN AS THE SUTTON LOCATED ON GOLDEN BEAR GATEWAY, MAP 072, PARCELS 047.00, 047.01, 048.00 & 049.00, MAP 077, PARCELS 010.02, 011.01, & 012.02 FROM MIXED USE TO MIXED USE AND HIGH DENSITY RESIDENTIAL

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE LAND USE PLAN FOR THE PROPERTY KNOWN AS THE SUTTON LOCATED ON GOLDEN BEAR GATEWAY, MAP 072, PARCELS 047.00, 047.01, 048.00 & 049.00, MAP 077, PARCELS 010.02, 011.01, & 012.02 FROM MIXED USE TO MIXED USE AND HIGH DENSITY RESIDENTIAL

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of July 17, 2025, and forwarded a positive recommendation (7-0-2) to the Board of Commissioners; and

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on _____, 2025 and notice thereof published in the Chronicle of Mt. Juliet on August 6, 2025; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to amend the land use plan for the property from Mixed Use to Mixed Use and High Density Residential; and

WHEREAS, the property described herein is entirely within the Mt. Juliet urban growth boundary.

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. LAND USE PLAN AMENDMENT. The land use plan for the property described in Exhibit A is hereby amended from Mixed Use to Mixed Use and High Density Residential as shown in Exhibit B and subject to the conditions below:

Planning & Zoning:

1. The land use plan amendment shall revert to mixed used only should the associated preliminary master development plan fail to receive approval by the Board of Commissioners.

Section 2. PLANNING COMMISSION RECOMMENDATION. This matter was considered by the Planning Commission and received a positive recommendation (7-0-2) in a regular meeting held on July 17, 2025.

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

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:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description

Surveyor's Description Map 78, Parcel 10.02

Being land in the 24th Civil District of Wilson County, Mt. Juliet, Tennessee, located generally on the north side of Golden Bear Gateway at the northwest quadrant of the intersection of Golden Bear Gateway and Rutland Drive and being more particularly described as follows:

Beginning at the intersection of the westerly right of way line of Rutland Drive (50 foot right of way) and the northerly right of way line of Golden Bear Gateway, of record in Deed Book 1600, Page 17, R.O.W.C.;

Thence, with the northerly right of way line of Golden Bear Gateway the following four (4) calls:

S 80°37'12" W, 63.52 feet;
N 78°48'38" W, 51.81 feet;

Along a curve to right 661.81 feet, said having a central angle of 27°37'47", a radius of 1372.39 feet, a tangent of 337.47 feet and a chord of N 64°59'45" W, 655.42 feet;

N 51°10'51" W, 920.96 feet to the southeast corner of The City of Mt. Juliet, of record in Book 2096, Page 1287, R.O.W.C.;

Thence, with the easterly and northerly line of said City of Mt. Juliet and Final Plat of Beckwith North, Lots 14A and 17, of record in Plat Book 30, Page 457, R.O.W.C. the following five (5) calls:

N 10°20'09" E, 225.64 feet;
N 09°10'32" E, 235.90 feet to a ½" capped rebar "Crockett" found;
N 00°53'13" W, 28.40 feet to a ½" capped rebar "Crockett" found;
N 30°44'04" W, 11.48 feet;
N 79°06'04" W, 239.43 feet to a ½" iron rod found at the southeast corner of Tract 3, Donie Thompson Martin Property, of record in Plat Book 16, Page 651, R.O.W.C.;

Thence, with the easterly line of said Tract 3 and generally running with a woven wire fence line, N 06°45'57" E, 761.19 feet to the southwest corner of The Final Plat, The Peoples Bank Property for Monty Mires, of record in Plat Book 17, Page 16, R.O.W.C.;

Thence, with the rear lines of Lots 1-3, The Final Plat, The Peoples Bank Property for Monty Mires, of record in Plat Book 17, Page 16, R.O.W.C., S 78°59'09" E, 467.06 feet to the southeast Corner of Lot 3;

Thence, with the easterly line of Lot 3 and generally running 1.5 feet east of a 3-wire fence line, N 06°41'57" E, 154.12 feet;

Exhibit A – Legal Description

Thence, continuing with said line, N 06°41'57" E, 318.01 feet to the southerly right of way line of Rutland Drive (25 feet from centerline);

Thence, with said southerly right of way line of Rutland Drive, S 79°00'03" E, 16.43 feet;

Thence, continuing with said southerly right of way line, S 78°04'54" E, 120.69 feet to the northwest corner of Lot 1, Section 1 of Rutland Estates, of record in Plat Book 18, Page 233, R.O.W.C.;

Thence, with the westerly line of Lot 1, S 03°19'36" W, 312.00 feet to the southwest corner of Lot 1

Thence, with the southwesterly line of said Section 1 of Rutland Estates, of record in Plat Book 18, Page 233, R.O.W.C. the following two (2) calls:

S 59°35'29" E, 123.88 feet to a ½" iron rod found at the common rear corner of Lots 2 & 3;
S 27°44'16" E, 1195.52 feet to the common rear corner of Lots 12 & 13;

Thence, with the westerly line of said Section I of Rutland Estates, S 05°57'33" W, 435.52 feet to the southwest corner of Lot 16 of said Section I of Rutland Estates;

Thence, with the southerly line of Lot 16 of said Section I of Rutland Estates, S 84°02'27" E, 320.00 feet to the southeast corner of said Lot 16 in the westerly right of way line of Rutland Drive (25 feet from centerline);

Thence, with the westerly right of way line of said Rutland Drive, S 05°33'59" W, 252.51 feet;

Thence, continuing with said line, S 06°58'27" W, 352.54 feet to the point of beginning.

Containing 2,086,105 square feet or 47.89 acres, more or less.

Included in the above description is a portion of land of unknown ownership lying in the northerly portion of the property on the southside of Rutland Drive and being more particularly Described as follows:

Beginning at the northwest corner of Lot 1, Section 1 of Rutland Estates, of record in Plat Book 18, Page 233, R.O.W.C. in the southerly right of way line of Rutland Drive;

Thence, with the westerly line of said Lot 1, S 03°19'36" W, 312.00 feet to the southwest corner of said Lot 1;

Thence, N 81°12'33" W, 155.04 feet to the easterly line of Lot 3, The Final Plat, The Peoples Bank Property for Monty Mires, of record in Plat Book 17, Page 16, R.O.W.C.;

Thence, with said easterly line, N 06°41'57" E, 318.01 feet to the southerly right of way line of Rutland Drive (25 feet from centerline);

Exhibit A – Legal Description

Thence, with said southerly right of way line of Rutland Drive, S 79°00'03" E, 16.43 feet;

Thence, continuing with said southerly right of way line, S 78°04'54" E, 120.69 feet to the point of beginning.

Containing 45,808 square feet or 1.05 acres, more or less.

According to a survey by Barge Design Solutions, Inc., File 3859201

Being a portion of the property conveyed to Harold Sutton, Trustee, by deed of record in Book 406, Page 402, R.O.W.C.

2486 EAST DIVISION STREET

THE LAND SHOWN IN THIS SURVEY IS THE SAME AS THAT DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY TITLE REPORT NUMBER NCS-1131948-NAS WITH AN EFFECTIVE DATE JUNE 07, 2022 AT 7:30 AM. THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WILSON, STATE OF TENNESSEE, AND DESCRIBED AS FOLLOWS: TRACT OR PARCEL OF LAND, SITUATED AND LYING IN THE 24TH CIVIL DISTRICT WILSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT: BEING AT A POINT IN THE SOUTHERLY MARGIN OF THE OLD N. C. & ST. L. RAILROAD BED, COMMON CORNER WITH MARY ALICE PUCKETT, AND THENCE WITH PUCKETT'S LINE S60° 03' E 941.0 FEET TO A POINT IN ONES LINE; THENCE WITH JONES LINE N 71° 58' W 294.0 FEET TO A POINT; THENCE WITH JOHNNIE E. JONES LINE N 6° 37' W 801.0 FEET TO A POINT IN THE SOUTHERLY MARGIN OF SAID ABANDONED RAILROAD BED; THENCE WITH SAID MARGIN N 80° 00' E 277.0 FEET TO THE BEGINNING. INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO CITY OF MT. JULIET, TENNESSEE, BY DEED OF RECORD IN BOOK 1612, PAGE 578, IN THE REGISTER'S OFFICE OF WILSON COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY CONVEYED TO TRAVIS CLARK, BY DEED FROM G. WAYNE BROWN, OF RECORD IN BOOK 1175, PAGE 1378, IN THE REGISTER'S OFFICE OF WILSON COUNTY, TENNESSEE.

2530 EAST DIVISION STREET

THE LAND SHOWN IN THIS SURVEY IS THE SAME AS THAT DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY TITLE REPORT NUMBER NCS-1131936-NAS WITH AN EFFECTIVE DATE JUNE 06, 2022 AT 7:30 AM. LAND IN THE 24TH CIVIL DISTRICT OF WILSON COUNTY, TENNESSEE, AND DESCRIBED AS FOLLOWS: A HOUSE AND LOT BEING TRACT NO. 2 OF THE DONA (DONIE) THOMPSON MARTIN PROPERTY LOCATED ON THE OLD RAILROAD BED ROAD, OF RECORD IN PLAT BOOK 16, PAGE 651, REGISTER'S OFFICE OF WILSON COUNTY, TENNESSEE. BEING THE SAME PROPERTY CONVEYED TO DAVID R. MCCLENDON AND WIFE, CLAIR H. MCCLENDON, BY DEED FROM MONTY MIRES, OF RECORD IN DEED BOOK 383, PAGE 256, IN THE REGISTER'S OFFICE OF WILSON COUNTY, TENNESSEE. THE SAID

CLAIR H. MCCLENDON HAVING PREDECEASED DAVID R. MCCLENDON AND THE SAID DAVID R. MCCLENDON HAVING SINCE DIED TESTATE, AND PURSUANT TO THE LAST WILL AND TESTAMENT OF DAVID R. MCCLENDON, OF RECORD IN BOOK 914, PAGE 545, SAID REGISTER'S OFFICE, THE DEVISEE OF SAID ESTATE IS JAMES MCCLENDON.

2530A EAST DIVISION STREET

THE LAND SHOWN IN THIS SURVEY IS THE SAME AS THAT DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY TITLE REPORT NUMBER NCS-1131928-NAS WITH AN EFFECTIVE DATE JUNE 06, 2022 AT 7:30 AM. THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WILSON, STATE OF TENNESSEE, AND DESCRIBED AS FOLLOWS: BEING TRACT 1 OF THE DONIE THOMPSON MARTIN PROPERTY OF RECORD IN PLAT BOOK 16, PAGE 651, REGISTER'S OFFICE FOR WILSON COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY CONVEYED TO MARY ALICE PUCKETT, BY DEED FROM DONIE THOMPSON MARTIN, OF RECORD IN DEED BOOK 190, PAGE 97, REGISTER'S OFFICE FOR WILSON COUNTY, TENNESSEE. THE SAID MARY ALICE PUCKETT HAVING SINCE DIED TESTATE, AND PURSUANT TO THE LAST WILL AND TESTAMENT OF MARY A. PUCKETT, OF RECORD IN WILL BOOK 42, PAGE 70, PROBATE COURT, WILSON COUNTY, THE DEVISEES OF SAID ESTATE IS WILLIE MORGAN; CHARLES MORGAN; MARY PETTY; DONALD MORGAN; RONALD MORGAN; CHRISTINE GREEN; HATTIE PUCKETT; JAMES PUCKETT; AND TERRY PUCKETT.

2640 EAST DIVISION STREET

THE LAND SHOWN IN THIS SURVEY IS THE SAME AS THAT DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY TITLE REPORT NUMBER NCS-1131920-NAS WITH AN EFFECTIVE DATE JUNE 06, 2022 AT 7:30 AM. THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WILSON, STATE OF TENNESSEE, AND DESCRIBED AS FOLLOWS: A CERTAIN TRACT OR PARCEL OF LAND IN THE 24TH CIVIL DISTRICT OF WILSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT: BEING TRACT NO. 3 OF THE DONA (DONIE) THOMPSON MARTIN PROPERTY LOCATED ON THE OLD RAILROAD BED ROAD, AND FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY, REFERENCE IS HERE MADE OF RECORD IN PLAT BOOK 16, PAGE 651, REGISTER'S OFFICE FOR WILSON COUNTY, TENNESSEE. BEING THE SAME PROPERTY CONVEYED TO ROBERT W. GRAVES, BY DEED FROM JUANITA C. GRAVES A/K/A CORNELIA JUANITA (GRISHOM) GRAVES, OF RECORD IN DEED BOOK 423, PAGE 564, IN THE REGISTER'S OFFICE OF WILSON COUNTY, TENNESSEE.

0 EAST DIVISION STREET

BEGINNING AT A POINT LOCATED ON THE EASTERN LINE OF THE PROPERTY OWNED, THE COMMON LINE WITH PROPERTY OWNED BY TRAVIS CLARK, OF RECORD IN BOOK 1175, PAGE 1378, REGISTER'S OFFICE FOR WILSON COUNTY, SAID POINT ALSO LOCATED ON THE NORTHEASTERN PROPOSED RIGHT OF WAY OF EASTERN/BECKWITH CONNECTO, AND BEING 60.00 FEET RIGHT OF EASTERN/BECKWITH CONNECTOR SURVEY CENTERLINE STATION 206+48.29; THENCE ALONG THE PROPOSED RIGHT OF WAY OF EASTERN/BECKWITH CONNECTOR AS FOLLOWS: NORTHWESTERLY WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 894.93 FEET, AN ARC LENGTH OF 416.80 FEET TO A POINT

Exhibit A – Legal Description

60.00 FEET RIGHT OF EASTERN/BECKWITH CONNECTOR SURVEY CENTERLINE STATION 210+93.02; NORTH 71 DEGREES 33 MINUTES 06 SECONDS EAST, AND BEING 20.00 FEET TO A POINT 80.00 FEET RIGHT OF EASTERN/BECKWITH CONNECTOR SURVEY CENTERLINE STATION 210+93.02; NORTH 10 DEGREES 17 MINUTES 41 SECONDS WEST, AND BEING 342.63 FEET TO A POINT LOCATED ON THE SOUTHERN PROPOSED RIGHT OF WAY OF DIVISION STREET, AND BEING 128.59 FEET RIGHT OF EASTERN/BECKWITH CONNECTOR SURVEY CENTERLINE STATION 214+32.19; THENCE NORTH 71 DEGREES 37 MINUTES 19 SECONDS EAST ALONG THE PROPOSED DIVISION STREET RIGHT OF WAY, AND BEING 65.35 FEET TO A POINT LOCATED ON THE EASTERN LINE OF THE PROPERTY OWNED, THE COMMON LINE WITH PROPERTY OWNED BY TRAVIS CLARK, OF RECORD IN BOOK 1175, PAGE 1378, AND BEING 46.00 FEET RIGHT OF DIVISION STREET SURVEY CENTERLINE STATION 29+61.18; THENCE SOUTH 15 DEGREES 27 MINUTES 52 SECONDS EAST ALONG THE COMMON LINE, AND BEING 714 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 1.319 ACRES, MORE OR LESS.

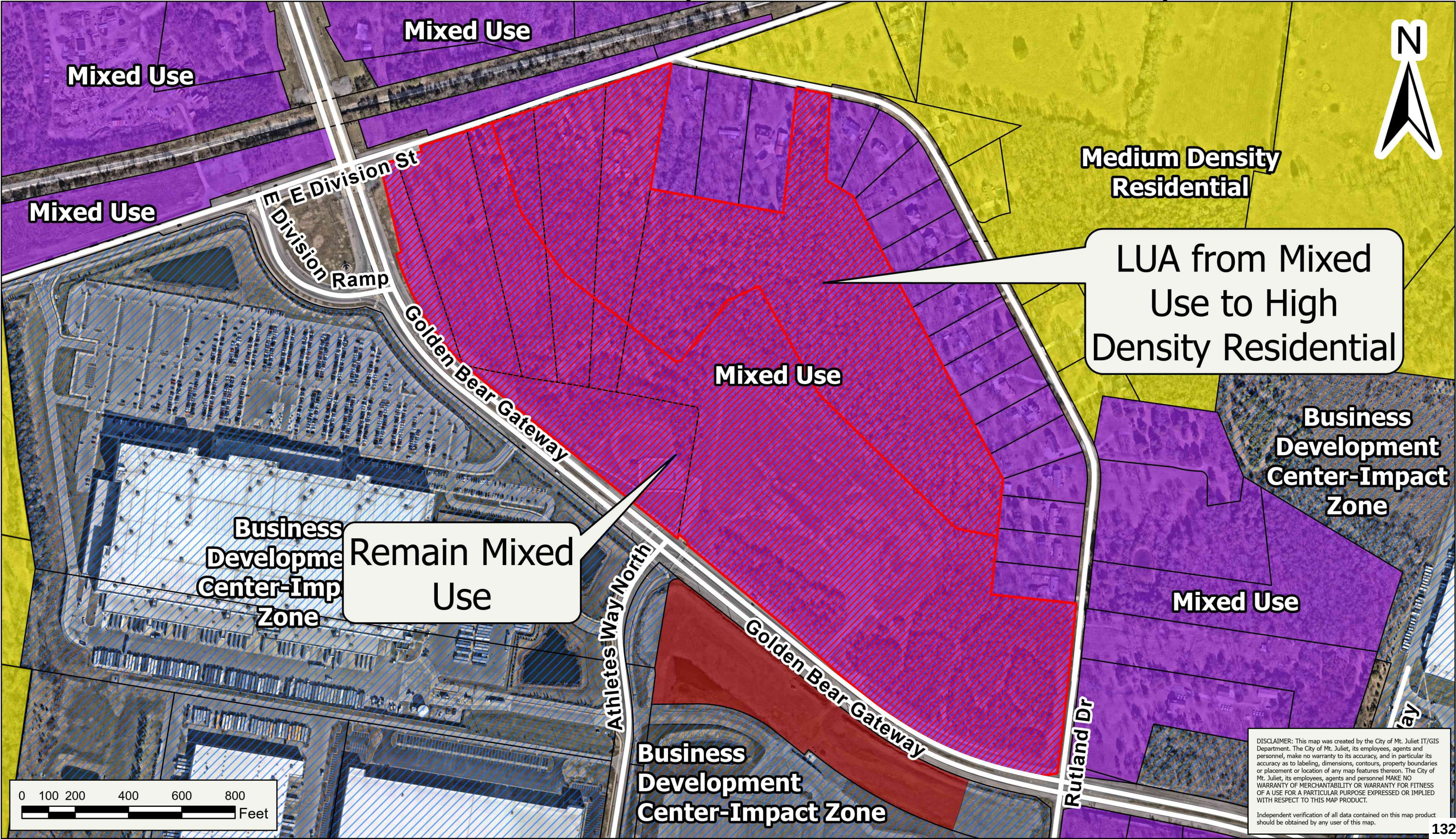
6207 GOLDEN BEAR GATEWAY

BEING A CERTAIN TRACT OF LAND IN THE CITY OF MOUNT JULIET, 25TH CIVIL DISTRICT OF WILSON COUNTY, TENNESSEE. BEING PART OF THE PROPERTY DEEDED TO AMAZON.COM SERVICES, INC. BY DEED RECORDED IN DEED BOOK 1923, PAGE 830, IN THE REGISTER'S OFFICE FOR WILSON COUNTY, TENNESSEE (R.O.W.C.T). BEING ALL OF LOT 17 AS SHOWN ON THE FINAL PLAT ENTITLED "BECKWITH NORTH, LOTS 14A & 17" AS RECORDED IN PLAT BOOK P30, PAGE 457, R.O.W.C.T., TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE DESCRIPTION. CONTAINING AN AREA OF 224,941 SQUARE FEET OR 5.16 ACRES, MORE OR LESS.



Exhibit B- LUA

The Sutton
Map 072, Parcels 047.00, 047.01, 048.00, 049.00
Map 077, Parcels 012.02, 011.01 & Map 078, Parcels 010.02





MEMORANDUM

Date: July 17, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: The Sutton
LUA/PMDP
Map – 072
Parcel(s) – 047.00, 047.01, 048.00 & 049.00
Map – 077
Parcel(s) – 010.02, 011.01, & 012.02

Request: Submitted by Barge Design Solutions, on behalf of Tulit Investments LLC, the applicant seeks a land use plan amendment, rezone and preliminary master development plan approval for a mixed-use commercial and residential development with 649 dwelling units and 102,132sf of commercial space on Golden Bear Gateway in District 3.

Overview: The subject property is 73.96 acres bounded by Golden Bear Gateway to the west, Division Street to the north and Rutland Drive to the east and is located wholly within the City limits. Proposed for the site is a mixed-use PUD with two base zoning districts and a mix of commercial space and residential product. The proposed residential density, overall, for the PUD is 8.78 units/ acre. Commercial space provided in the PUD is 102,132 gross square feet. A summary of the land use plan and zoning changes requested is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
The Sutton	Mixed Use	Mixed Use & Single Family Residential	OPS, OPS-PUD, RS-40	CMU & RS-10-PUD

Future Land Use Plan: The City's future land use map identifies the entire property as mixed use. The applicant is seeking a land use plan amendment for 27.17 acres to single family residential for the construction of single-family homes in a portion of the PUD. The land use plan does not support the request.

Zoning: The zoning is presently OPS, OPS-PUD and RS-40. The applicant is seeking CMU zoning for 46.74 acres and RS-10 for 27.17 acres of the PUD.

Findings: In reviewing the requested zoning actions, staff finds that the request DOES NOT agree 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 **LAND USE PLAN**
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.*

Preliminary Master Development Plan:

6-102a Bulk Standards: The total acreage of the proposed development is 73.96 acres, exceeding the minimum required for multifamily developments (20ac) and the proposed residential density is 8.78 units/acre, below the maximum permitted for the requested CMU zoning district (16.1 ac). The multi-family/commercial portion of the PUD includes a residential density of 12.52 units/acre and 102,132 sf of commercial space. The single-family component has a density of 2.32 units/acre (63 lots). The phasing plan includes 9 phases. The estimated population is not provided; the total number of residential units is 649.

1 bedroom: 290
2 bedroom: 109
3 bedroom: 29
Townhomes: 158
Single family: 63

Mixed use developments are held to the residential bulk regulations of RM-16. Average lot size for the single family, RS-10, component is 8,054sf, the smallest being 6,060sf and the largest 12,590. The City's minimum and average lot size ordinance applies to residential PUDs only, not mixed-use PUDs.

6-104.1 Mixed-Use Regulations: 35.39 acres of the PUD are slated for commercial use (48% of the land area of the PUD) 25% is required per the requirements of ordinance 22-51 approved in October 2022, the project exceeds the minimum. While the square footage of commercial for the PUD is identified the particular uses are not, except for a big box store.

Streets/Sidewalks/Access: The sidewalk network looks complete, further review will occur at subsequent submittals. There are vehicular access points along each of the project's road frontages, Rutland Drive, GBG and Division.

Parking: Parking appears to be adequately accommodated; further review will occur with subsequent submittals. A shared parking arrangement between nighttime and daytime uses for up to 25% of the required mixed-use area parking is requested and subject to Planning Commission approval.

Amenities: Amenities proposed include: a relocated GBG trailhead, dog parks, trails, unprogrammed open space, splash pad, town square, pool, outdoor grilling space, fire pit, business center, fitness center, golf simulator, co-working space, coffee lounge, cabanas, etc. Open space totals 22.55 acres of the PUD, or 30%.

Multi-family and Commercial Building Design Standards: Renderings are supplied to illustrate the overall appearance of the PUD. Façade material and other design standard waivers are outlined below and are subject to recommendation and approval by the Board of Commissioners. Elevations will be required with subsequent submittals.

Article X Landscaping: The applicant is not requesting any variance or waivers from the requirements of article X. A full landscape plan will be required and reviewed upon submittal of site plans and preliminary plats.

Waivers/Variances: The following waivers are requested:

1. 5-104.4 – Access streets to allow front load garages with decorative doors – STAFF DOES NOT SUPPORT
2. 4-104.401 – 33 single family homes on a cul-de-sac (14 max.) – PW TO RECOMMEND
3. 5-103a – Single family bulk regulations as follows:
 - a. Front setback 20' (30') PZ SUPPORTS
 - b. Side setback 7.5' (8') PZ DOES NOT SUPPORT
 - c. Min. lot width 50' (60') PZ SUPPORTS
 - d. Lot coverage: 50% (35%) PZ SUPPORTS
4. 12-102 – Disturb slopes 20% or greater in a cut condition only PUBLIC WORKS TO RECOMMEND
5. 5-104a.4 – Omit perimeter fence around multifamily PZ SUPPORTS
6. 6-103.3 – Max. height of 55' The development site is approximately a mile from the I-40/GBG interchange, outside of the ½ mile required for additional height. PZ DOES NOT SUPPORT
7. 5-104.4 – Less than 22' long driveways for alley loaded and front-loaded townhomes PZ DOES NOT SUPPORT
8. 4-114.1 – 50% masonry, 50% secondary Hardie and board and batten for multi family PZ SUPPORTS 70% MASONRY AND 30% SECONDARY
9. 5-104.4 - 50% masonry, 50% secondary Hardie and board and batten for single family PZ SUPPORTS 70% MASONRY AND 30% SECONDARY
10. 5-104.4 – Omit the masonry column between single family two car garages front facing if a decorative door is used PZ SUPPORTS
11. 5-104.4 – Front facing, single family garage doors to be 50% of the front façade if a decorative garage door is used PZ DOES NOT SUPPORT
12. 5-104.4 – Single-family, front-loaded garages to be flush with the front façade PZ SUPPORTS
13. 5-104.4 – Single family lots less than 10,000sf (6,060sf the smallest) PZ SUPPORTS 8,000SF
14. 6-102.1 – Grocery store to be 10,000sf (in lieu of 20,000sf required) PZ SUPPORTS
15. 9-103.1.2 – 25% shared parking in the mixed use area of the PUD PZ SUPPORTS

16. 6-103.7.3 – Omit sidewalks in areas that require environment impact PZ DOES NOT SUPPORT
17. 6-103.4 – Allow townhome balconies to encroach into yards PZ SUPPORTS
18. 8-207.5.4 – Greenway trail to be mulched in lieu of paved PZ DOES NOT SUPPORT

Summary: This PUD will add 649 residential units, 102,132 square feet of commercial space and associated improvements to the Golden Bear Gateway/E. Division area in District 3. The future land use does not support the rezone request for single family residential.

Staff does not support the townhomes against Golden Bear Gateway as proposed, as this is a major commercial corridor in the City, this area should be developed with commercial uses along this frontage in lieu of residential.

The waivers and variances detailed above are subject to Planning Commission and Board of Commissioners approval. Full compliance with code is required, excepting any waivers or variances granted. Many of the conditions below are addressed with notes indicating compliance with many of the City's requirements.

Recommendation: Should the Planning Commission make a positive recommendation to the Board of Commissioners for the land use amendment, rezone and preliminary master development plan for the Sutton on Golden Bear Gateway, please include the following conditions:

Planning and Zoning:

1. Live/work spaces are not permitted to contribute to commercial square footage.
2. Amenities may not contribute to commercial square footage.
3. Provide landscaped islands every 15 parking spaces.
4. All requirements of the City's Subdivision regulations shall be adhered to, except any waivers approved by the Board of Commissioners.
5. 5-104.1 Multifamily guidelines shall be adhered to, excepting any waivers approved by the Board of Commissioners.
6. 6-104.1 Mixed-use regulations shall be adhered to, excepting any waivers approved by the Board of Commissioners.
7. 5-104.4 Single family guidelines shall be adhered to excepting any waivers approved by the Board of Commissioners.
8. Exterior lighting fixtures mounted to the buildings shall be decorative. Wall packs are not permitted.
9. All poles and posts throughout the PUD shall be powder-coated black, channel posts are not permitted.
10. Bollards shall not be painted yellow; rather black gray or another neutral color.
11. Wheel stops are not permitted.
12. Corner lots and edge units shall be designated critical façade lots.
13. All fencing shall be decorative and constructed of low maintenance material.
14. HVAC and utility equipment shall be screened entirely from horizontal view by parapet walls if roof mounted and masonry enclosure or landscaping if ground mounted.
15. Wall mounted utility meters and associated equipment shall be painted to match the façade it is attached to.

16. Metal and vinyl shall not be permitted as secondary façade materials.
17. Brick shall be clay, baked and individually laid.
18. Stone shall be individually laid.
19. Wet ponds shall have lighted fountains for aeration and landscaping around the perimeter.
20. Preserve as many trees as possible. Should existing vegetation be utilized for required landscaping provide a tree survey at final master development plan submittal.
21. Provide bike racks per code.
22. Provide trash receptacles per code.
23. Fire pits shall be set in a brick or stone base.
24. Dumpster enclosure and trash compactors shall be faced with masonry and meet the requirements of 6-103.7, regulations for dumpster enclosures.
25. 2,000sf of clubhouse area, up to 200 units, is required, plus 10sf per each additional dwelling in multifamily areas per multi-family regulations.
26. Provide commercial and/or mixed uses along the entire Golden Bear Gateway frontage in lieu of the townhomes/strictly residential as this is a major commercial corridor in the City.
27. Detention ponds, easements, etc. shall not be counted towards improved open space requirements.
28. Provide decorative streetlighting at the entrances and throughout the PUD per recently approved ordinance 2025-24.
29. Parking lot lighting shall be decorative fixtures mounted to black poles. Poles shall be placed in landscaped areas or yards not in the parking lot.
30. Paint wall mounted utility equipment and meters to match the building façade it is attached to.
31. Landscape buffers shall be located in open space and not on individual lots. The HOA or management company shall be responsible for the maintenance of all buffers.
32. Mail kiosks shall be covered, lighted and include designated parking.
33. Signage to be reviewed via a separate application to the Planning Department.
34. The full complement of required parking shall be required if the 25% share request is not approved by the Planning Commission.

Engineering:

1. This PMDP shall be stamped, signed, and dated by a TN registered engineer for all future submittals.
2. In the event karst features are encountered during grading, a licensed geotechnical engineer shall document the feature, and the feature shall be located by a licensed surveyor. If the feature is to be remediated, the geotechnical engineer shall provide a remediation plan to the City for approval. Efforts will be made to minimize any remediated features within building envelopes.
3. Do not install EPSC measures in existing landscaping being preserved as a buffer.
4. Landscaping plans shall be approved prior to the issuance of the Land Disturbance Permit.
5. If wet ponds are used, aeration shall be provided.
6. Stormwater: Rule 400-10-.04 need at construction plans, 100-year storm for detention.
7. A letter of approval from West Wilson Utility District will be required prior to construction plan approval is issued.
8. Grinder systems or on-site step systems will not be allowed for this development.
9. The internal pump station shall be public and designed to City standards.

10. All sewer mains (minus laterals) shall be public and within a 20' (minimum) easement.
11. The public sewer shall not be placed within private alleys.
12. Sewer availability has been granted. The developer shall upsize the existing gravity sewers to accommodate the flow from the development's discharge point (at the existing manhole) to the Volunteer (7-Eleven) pump station. Sizing parameters shall be determined at construction plan review.
13. Offsite sewer shall not be under the greenway. Alignment of the sewer shall be determined at the FMDP.
14. Provide hydrologic determination by FMDP.
15. Variances:
 - Request to disturb slopes more than 20% - Staff supports in a cut condition only.
 - Request to allow front loading garages on access streets (Zoning Reg 5-104.4.10) – **Not supported.**
 - Request to allow more than 14 lots on a cul-de-sac (Sub Reg 4-104.401) – **Supported conditionally that the street include 24' of pavement.**
 - Request to allow up to 25% shared parking (Zoning Reg 9-103) – **Not supported without a shared parking analysis.**
 - Request to allow permanent dead ends to terminate within 150' of the property boundary (Sub Reg 4-104.405) – **Supported**
 - Request to allow residential frontages on a collector (Sub Reg 4-104.303) – **Supported on one side of the street with shared driveways. No lots may have individual driveways along the collector**
 - Request to waive sidewalk requirements in areas with environmental impacts (Sub Reg 4-103.102) – **Not Supported**
 - Request for the greenway to be a mulch trail – **Not Supported**
16. The following off-site improvements will be required based on the results of the MTA:
 - a. Golden Bear Gateway and Rutland Drive
 - i. A traffic signal should be installed at this intersection when warranted. A signal warrant analysis should be submitted with each FMDP/Site of a commercial parcel or final plat (residential). The median on Golden Bear Gateway and Athletes Way shall be closed when the signal is installed.
 - ii. The southbound approach of Rutland Drive should be widened to include an exclusive left-turn lane. This improvement should be done prior to the construction of the project entrance on Rutland Drive.
 - b. Golden Bear Gateway and E. Division Ramp/Site access
 - i. The site access at this intersection shall be right-in/right-out only. The median on Golden Bear Gateway shall be modified to allow lefts onto and off of the ramp, but not into the site.
 - ii. This may require the site access location be moved.
 - c. Golden Bear Gateway Signals
 - i. A time-of-day and coordination plan shall be developed for all signals between Division Street and Summit Boulevard. This plan shall be implemented prior to the opening of 50% of the commercial area or the installation of the signal at Rutland Drive, whichever occurs first.
 - ii. Opticom preemption with a perpetual license shall be installed at all signals between Division Street and Summit Boulevard.

17. Site Access

- a. Site Access 1 shall be located on Golden Bear Gateway at the signalized intersection at Athletes Way. This approach shall include protected/permissive left-turn phasing and run concurrently with the Athletes Way approach.
 - b. Site Access 2 shall be located on Rutland Drive. A left-turn lane should be installed on Rutland Drive at the intersection. This driveway must meet HSAM spacing requirements.
 - c. Site Access 3, as proposed on Rutland Drive, does not meet HSAM spacing requirements and therefore is not supported. However, capacity analysis indicated the driveway to be located outside the queue from a signal at Rutland Drive and Golden Bear Gateway.
 - d. Site Access 4 shall be located on Golden Bear Gateway, opposite the Project Jolene driveway. This driveway shall be right-in/right-out only and a median shall be installed along Golden Bear Gateway.
 - e. Site Access 5 shall be located on Golden Bear Gateway, opposite the Division Street ramp. This driveway shall be right-in/right-out only. The median on Golden Bear Gateway shall be modified to allow lefts onto and off of the ramp, but not into the site. This may require the location of the driveway be changed.
 - f. Site Access 6 shall be located on East Division Street and include left-turn and right-turn lanes on Division Street. This driveway must meet HSAM spacing requirements to Golden Bear Gateway and Rutland Drive.
 - g. Site Access 7 shall be located on Rutland Drive and meet HSAM spacing requirements from Division Street.
18. Sidewalks are required along all road frontage.
 19. Pedestrian Access Routes (PAR) are required from the ROW to all businesses per ADA standards.
 20. All roads serving the multifamily and commercial portions of the site shall be private. The central spine collector shall be a minor collector if public, and adhere to all design standards, widths, and access standards of a minor collector cross-section.
 21. Sidewalks adjacent to perpendicular parking shall be at least 7' wide to account for vehicle overhang.
 22. Sidewalks adjacent to parallel parking shall be at least 6' wide, excluding the width of the curb, to account for mirrors and doors.
 23. All shared use paths must be at least 10' wide.
 24. The shared use path along Golden Bear Gateway shall be moved in front of the signage at the signal to provide better lines of sight to turning motorists and to prevent bicycles and pedestrians crossing through the vehicle queues.
 25. The alleys within the townhome areas shall include at least 20' of pavement.
 26. Perpendicular parking on the alleys must comply with the parking dimensions provided in the Zoning Ordinances. Consider angled parking to reduce the required drive aisle width.
 27. All sidewalks on the collector between E. Division Street and Rutland Drive shall be at least 6' wide. Sidewalks are required on both sides of the street over the stream crossing.
 28. Truck turning templates are needed to show delivery operations. Please provide a zoomed in figure on the proposed roundabout at FMDP.
 29. Curb and gutter are required any place with sidewalk or shared use paths within the City limits.
 30. All pedestrian facilities shall comply with ADA and PROWAG standards.

31. Adequate sight distance shall be provided at all intersections. Sight distance profiles will be provided at FMDP.
32. Angled on-street parking is supported only on the private central access road opposite Athletes Way. The road must include a center median and meet the drive aisle width required in the zoning code.

WWUD:

1. No comments provided by WWUD. Coordinate with WWUD prior to construction.

Wilson County Schools:

1. No Comments Received.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1296

Agenda Date: 10/27/2025

Agenda #: 9.C.

Title:

AN ORDINANCE TO REZONE APPROXIMATELY 73.96 ACRES OF PROPERTY KNOWN AS THE SUTTON, LOCATED ON GOLDEN BEAR GATEWAY, MAP 072, PARCELS 047.00, 047.01, 048.00 & 049.00, MAP 077, PARCELS 010.02, 011.01, & 012.02, FROM OPS-PUD, OPS AND RS-40 TO CMU-PUD AND RS-10-PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR A MIXED USE DEVELOPMENT

ORDINANCE NO. _____

AN ORDINANCE TO REZONE APPROXIMATELY 73.96 ACRES OF PROPERTY KNOWN AS THE SUTTON, LOCATED ON GOLDEN BEAR GATEWAY, MAP 072, PARCELS 047.00, 047.01, 048.00 & 049.00, MAP 077, PARCELS 010.02, 011.01, & 012.02, FROM OPS-PUD, OPS AND RS-40 TO CMU-PUD AND RS-10-PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR A MIXED USE DEVELOPMENT

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

WHEREAS, the Regional Planning Commission considered this request during their meeting of July 17, 2025, and forwarded a positive recommendation to the Board of Commissioners by a vote of (5-2-2) and;

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on _____ 2025 and notice thereof published in the Chronicle of Mt. Juliet on October 1, 2025; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the subject property known as the Sutton, located on Golden Bear Gateway, map 072, parcels 047.00, 047.01, 048.00 & 049.00, map 077, parcels 010.02, 011.01, & 012.02, from OPS, OPS-PUD and RS-40 to CMU-PUD and RS-10-PUD and to adopt the Preliminary Master Development Plan for a mixed use development.

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, be and is hereby amended, and altered by rezoning those certain parcels of real property known as the Sutton, located on Golden Bear Gateway, map 072, parcels 047.00, 047.01, 048.00 & 049.00, map 077, parcels 010.02, 011.01, & 012.02, from OPS, OPS-PUD and RS-40 to CMU-PUD and RS-10-PUD (Exhibit B).

LEGAL DESCRIPTION – See Exhibit A (attached)

Section 2. The Preliminary Master Development Plan for the Sutton (Exhibit B) is hereby adopted, except as modified herein. The Preliminary Master Development Plan shall comply with the Zoning Ordinance, be in substantial conformance with all other applicable rules, regulations and ordinances of the City of Mt. Juliet and is further conditioned upon the following:

Planning and Zoning:

1. Live/work spaces are not permitted to contribute to commercial square footage.

2. Amenities may not contribute to commercial square footage.
3. Provide landscaped islands every 15 parking spaces.
4. All requirements of the City's Subdivision regulations shall be adhered to, except any waivers approved by the Board of Commissioners.
5. 5-104.1 Multifamily guidelines shall be adhered to, excepting any waivers approved by the Board of Commissioners.
6. 6-104.1 Mixed-use regulations shall be adhered to, excepting any waivers approved by the Board of Commissioners.
7. 5-104.4 Single family guidelines shall be adhered to excepting any waivers approved by the Board of Commissioners.
8. Exterior lighting fixtures mounted to the buildings shall be decorative. Wall packs are not permitted.
9. All poles and posts throughout the PUD shall be powder-coated black, channel posts are not permitted.
10. Bollards shall not be painted yellow; rather black gray or another neutral color.
11. Wheel stops are not permitted.
12. Corner lots and edge units shall be designated critical façade lots.
13. All fencing shall be decorative and constructed of low maintenance material.
14. HVAC and utility equipment shall be screened entirely from horizontal view by parapet walls if roof mounted and masonry enclosure or landscaping if ground mounted.
15. Wall mounted utility meters and associated equipment shall be painted to match the façade it is attached to.
16. Metal and vinyl shall not be permitted as secondary façade materials.
17. Brick shall be clay, baked and individually laid.
18. Stone shall be individually laid.
19. Wet ponds shall have lighted fountains for aeration and landscaping around the perimeter.
20. Preserve as many trees as possible. Should existing vegetation be utilized for required landscaping provide a tree survey at final master development plan submittal.
21. Provide bike racks per code.
22. Provide trash receptacles per code.
23. Fire pits shall be set in a brick or stone base.
24. Dumpster enclosure and trash compactors shall be faced with masonry and meet the requirements of 6-103.7, regulations for dumpster enclosures.
25. 2,000sf of clubhouse area, up to 200 units, is required, plus 10sf per each additional dwelling in multifamily areas per multi-family regulations.
26. ~~Provide commercial and/or mixed uses along the entire Golden Bear Gateway frontage in lieu of the townhomes/strictly residential as this is a major commercial corridor in the City.~~
27. Detention ponds, easements, etc. shall not be counted towards improved open space requirements.
28. Provide decorative streetlighting at the entrances and throughout the PUD per recently approved ordinance 2025-24.
29. Parking lot lighting shall be decorative fixtures mounted to black poles. Poles shall be placed in landscaped areas or yards not in the parking lot.
30. Paint wall mounted utility equipment and meters to match the building façade it is attached to.
31. Landscape buffers shall be located in open space and not on individual lots. The HOA or management company shall be responsible for the maintenance of all buffers.
32. Mail kiosks shall be covered, lighted and include designated parking.

33. Signage to be reviewed via a separate application to the Planning Department.
- ~~34. The full complement of required parking shall be required if the 25% share request is not approved by the Planning Commission.~~
- ~~35. The Board of Commissioners approved a waiver to allow front facing, decorative garage doors on access streets.~~
- ~~36. The Board of Commissioners approved a waiver to allow 33 units on a cul-de-sac.~~
- ~~37. The Board of Commissioners approved waivers to the bulk regulations as follows:~~
- ~~a. Front setbacks: 20'~~
 - ~~b. Side setbacks: 7.5'~~
 - ~~c. Minimum lot width: 50'~~
 - ~~d. Lot coverage: 50%~~
- ~~38. The Board of Commissioners granted a waiver to omit the perimeter fence around multi-family units.~~
- ~~39. The Board of Commissioners approved a waiver for up to 55' building height.~~
- ~~40. The Board of Commissioners approved a waiver to omit the masonry column between garage doors and use decorative garage doors in lieu.~~
- ~~41. The Board of Commissioners granted a waiver to allow the garage door to exceed 50% of the front façade if a decorative garage door is used.~~
- ~~42. The Board of Commissioners approved a waiver to allow the garage doors to be flush with the front façade.~~
- ~~43. The Board of Commissioners approved a waiver to allow a grocery store of less than 20,000sf in area.~~
- ~~44. The Board of Commissioners granted a waiver to allow up to 15% shared parking in the mixed-use areas.~~
- ~~45. The Board of Commissioners granted a waiver to allow townhome balconies to encroach into the yards.~~
- ~~46. The Board of Commissioners approved a waiver for 70% masonry façade materials and 30% secondary façade materials, per structure, for the entire PUD.~~
- ~~34.47. _____~~

Engineering:

1. This PMDP shall be stamped, signed, and dated by a TN registered engineer for all future submittals.
2. In the event karst features are encountered during grading, a licensed geotechnical engineer shall document the feature, and the feature shall be located by a licensed surveyor. If the feature is to be remediated, the geotechnical engineer shall provide a remediation plan to the City for approval. Efforts will be made to minimize any remediated features within building envelopes.
3. Do not install EPSC measures in existing landscaping being preserved as a buffer.
4. Landscaping plans shall be approved prior to the issuance of the Land Disturbance Permit.
5. If wet ponds are used, aeration shall be provided.
6. Stormwater: Rule 400-10-.04 need at construction plans, 100-year storm for detention.
7. A letter of approval from West Wilson Utility District will be required prior to construction plan approval is issued.
8. Grinder systems or on-site step systems will not be allowed for this development.
9. The internal pump station shall be public and designed to City standards.

10. All sewer mains (minus laterals) shall be public and within a 20' (minimum) easement.
11. The public sewer shall not be placed within private alleys.
12. Sewer availability has been granted. The developer shall upsize the existing gravity sewers to accommodate the flow from the development's discharge point (at the existing manhole) to the Volunteer (7-Eleven) pump station. Sizing parameters shall be determined at construction plan review.
13. Offsite sewer shall not be under the greenway. Alignment of the sewer shall be determined at the FMDP.
14. Provide hydrologic determination by FMDP.
15. The Board of Commissioners approved the following waivers: ~~Variances:~~
 - Request to disturb slopes more than 20% in a cut condition only. ~~—Staff supports in a cut condition only.~~
 - Request to allow front loading garages on access streets (Zoning Reg 5-104.4.10) ~~—Not supported.~~
 - Request to allow more than 14 lots on a cul-de-sac (Sub Reg 4-104.401) if the street includes 24' of pavement width. ~~—Supported conditionally that the street include 24' of pavement.~~
 - Request to allow up to 1525% shared parking (Zoning Reg 9-103) ~~—Not supported without a shared parking analysis.~~
 - Request to allow permanent dead ends to terminate within 150' of the property boundary (Sub Reg 4-104.405) ~~—Supported~~
 - Request to allow residential frontages on a collector (Sub Reg 4-104.303) ~~—Supported on one side of the street with shared driveways. No lots may have individual driveways along the collector~~
 - ~~Request to waive sidewalk requirements in areas with environmental impacts (Sub Reg 4-103.102) —Not Supported~~
 - ~~Request for the greenway to be a mulch trail —Not Supported~~
16. The following off-site improvements will be required based on the results of the MTA:
 - a. Golden Bear Gateway and Rutland Drive
 - i. A traffic signal should be installed at this intersection when warranted. A signal warrant analysis should be submitted with each FMDP/Site of a commercial parcel or final plat (residential). The median on Golden Bear Gateway and Athletes Way shall be closed when the signal is installed.
 - ii. The southbound approach of Rutland Drive should be widened to include an exclusive left-turn lane. This improvement should be done prior to the construction of the project entrance on Rutland Drive.
 - b. Golden Bear Gateway and E. Division Ramp/Site access
 - i. The site access at this intersection shall be right-in/right-out only. The median on Golden Bear Gateway shall be modified to allow lefts onto and off of the ramp, but not into the site.
 - ii. This may require the site access location be moved.
 - c. Golden Bear Gateway Signals
 - i. A time-of-day and coordination plan shall be developed for all signals between Division Street and Summit Boulevard. This plan shall be implemented prior to the opening of 50% of the commercial area or the installation of the signal at Rutland Drive, whichever occurs first.
 - ii. Opticom preemption with a perpetual license shall be installed at all signals between Division Street and Summit Boulevard.

17. Site Access

- a. Site Access 1 shall be located on Golden Bear Gateway at the signalized intersection at Athletes Way. This approach shall include protected/permissive left-turn phasing and run concurrently with the Athletes Way approach.
- b. Site Access 2 shall be located on Rutland Drive. A left-turn lane should be installed on Rutland Drive at the intersection. This driveway must meet HSAM spacing requirements.
- c. Site Access 3, as proposed on Rutland Drive, does not meet HSAM spacing requirements and therefore is not supported. However, capacity analysis indicated the driveway to be located outside the queue from a signal at Rutland Drive and Golden Bear Gateway.
- d. Site Access 4 shall be located on Golden Bear Gateway, opposite the Project Jolene driveway. This driveway shall be right-in/right-out only and a median shall be installed along Golden Bear Gateway.
- e. Site Access 5 shall be located on Golden Bear Gateway, opposite the Division Street ramp. This driveway shall be right-in/right-out only. The median on Golden Bear Gateway shall be modified to allow lefts onto and off of the ramp, but not into the site. This may require the location of the driveway be changed.
- f. Site Access 6 shall be located on East Division Street and include left-turn and right-turn lanes on Division Street. This driveway must meet HSAM spacing requirements to Golden Bear Gateway and Rutland Drive.
- g. Site Access 7 shall be located on Rutland Drive and meet HSAM spacing requirements from Division Street.

18. Sidewalks are required along all road frontage.

19. Pedestrian Access Routes (PAR) are required from the ROW to all businesses per ADA standards.

20. All roads serving the multifamily and commercial portions of the site shall be private. The central spine collector shall be a minor collector if public, and adhere to all design standards, widths, and access standards of a minor collector cross-section.

21. Sidewalks adjacent to perpendicular parking shall be at least 7' wide to account for vehicle overhang.

22. Sidewalks adjacent to parallel parking shall be at least 6' wide, excluding the width of the curb, to account for mirrors and doors.

23. All shared use paths must be at least 10' wide.

24. The shared use path along Golden Bear Gateway shall be moved in front of the signage at the signal to provide better lines of sight to turning motorists and to prevent bicycles and pedestrians crossing through the vehicle queues.

25. The alleys within the townhome areas shall include at least 20' of pavement.

26. Perpendicular parking on the alleys must comply with the parking dimensions provided in the Zoning Ordinances. Consider angled parking to reduce the required drive aisle width.

27. All sidewalks on the collector between E. Division Street and Rutland Drive shall be at least 6' wide. Sidewalks are required on both sides of the street over the stream crossing.

28. Truck turning templates are needed to show delivery operations. Please provide a zoomed in figure on the proposed roundabout at FMDP.

29. Curb and gutter are required any place with sidewalk or shared use paths within the City limits.

30. All pedestrian facilities shall comply with ADA and PROWAG standards.

31. Adequate sight distance shall be provided at all intersections. Sight distance profiles will be provided at FMDP.
32. Angled on-street parking is supported only on the private central access road opposite Athletes Way. The road must include a center median and meet the drive aisle width required in the zoning code.

WWUD:

1. No comments provided by WWUD. Coordinate with WWUD prior to construction.

Wilson County Schools:

1. No Comments Received.

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

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:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description

Surveyor's Description
Map 78, Parcel 10.02

Being land in the 24th Civil District of Wilson County, Mt. Juliet, Tennessee, located generally on the north side of Golden Bear Gateway at the northwest quadrant of the intersection of Golden Bear Gateway and Rutland Drive and being more particularly described as follows:

Beginning at the intersection of the westerly right of way line of Rutland Drive (50 foot right of way) and the northerly right of way line of Golden Bear Gateway, of record in Deed Book 1600, Page 17, R.O.W.C.;

Thence, with the northerly right of way line of Golden Bear Gateway the following four (4) calls:

S 80°37'12" W, 63.52 feet;
N 78°48'38" W, 51.81 feet;

Along a curve to right 661.81 feet, said having a central angle of 27°37'47", a radius of 1372.39 feet, a tangent of 337.47 feet and a chord of N 64°59'45" W, 655.42 feet;

N 51°10'51" W, 920.96 feet to the southeast corner of The City of Mt. Juliet, of record in Book 2096, Page 1287, R.O.W.C.;

Thence, with the easterly and northerly line of said City of Mt. Juliet and Final Plat of Beckwith North, Lots 14A and 17, of record in Plat Book 30, Page 457, R.O.W.C. the following five (5) calls:

N 10°20'09" E, 225.64 feet;
N 09°10'32" E, 235.90 feet to a ½" capped rebar "Crockett" found;
N 00°53'13" W, 28.40 feet to a ½" capped rebar "Crockett" found;
N 30°44'04" W, 11.48 feet;
N 79°06'04" W, 239.43 feet to a ½" iron rod found at the southeast corner of Tract 3, Donie Thompson Martin Property, of record in Plat Book 16, Page 651, R.O.W.C.;

Thence, with the easterly line of said Tract 3 and generally running with a woven wire fence line, N 06°45'57" E, 761.19 feet to the southwest corner of The Final Plat, The Peoples Bank Property for Monty Mires, of record in Plat Book 17, Page 16, R.O.W.C.;

Thence, with the rear lines of Lots 1-3, The Final Plat, The Peoples Bank Property for Monty Mires, of record in Plat Book 17, Page 16, R.O.W.C., S 78°59'09" E, 467.06 feet to the southeast Corner of Lot 3;

Thence, with the easterly line of Lot 3 and generally running 1.5 feet east of a 3-wire fence line, N 06°41'57" E, 154.12 feet;

Exhibit A – Legal Description

Thence, continuing with said line, N 06°41'57" E, 318.01 feet to the southerly right of way line of Rutland Drive (25 feet from centerline);

Thence, with said southerly right of way line of Rutland Drive, S 79°00'03" E, 16.43 feet;

Thence, continuing with said southerly right of way line, S 78°04'54" E, 120.69 feet to the northwest corner of Lot 1, Section 1 of Rutland Estates, of record in Plat Book 18, Page 233, R.O.W.C.;

Thence, with the westerly line of Lot 1, S 03°19'36" W, 312.00 feet to the southwest corner of Lot 1

Thence, with the southwesterly line of said Section 1 of Rutland Estates, of record in Plat Book 18, Page 233, R.O.W.C. the following two (2) calls:

S 59°35'29" E, 123.88 feet to a ½" iron rod found at the common rear corner of Lots 2 & 3;
S 27°44'16" E, 1195.52 feet to the common rear corner of Lots 12 & 13;

Thence, with the westerly line of said Section I of Rutland Estates, S 05°57'33" W, 435.52 feet to the southwest corner of Lot 16 of said Section I of Rutland Estates;

Thence, with the southerly line of Lot 16 of said Section I of Rutland Estates, S 84°02'27" E, 320.00 feet to the southeast corner of said Lot 16 in the westerly right of way line of Rutland Drive (25 feet from centerline);

Thence, with the westerly right of way line of said Rutland Drive, S 05°33'59" W, 252.51 feet;

Thence, continuing with said line, S 06°58'27" W, 352.54 feet to the point of beginning.

Containing 2,086,105 square feet or 47.89 acres, more or less.

Included in the above description is a portion of land of unknown ownership lying in the northerly portion of the property on the southside of Rutland Drive and being more particularly Described as follows:

Beginning at the northwest corner of Lot 1, Section 1 of Rutland Estates, of record in Plat Book 18, Page 233, R.O.W.C. in the southerly right of way line of Rutland Drive;

Thence, with the westerly line of said Lot 1, S 03°19'36" W, 312.00 feet to the southwest corner of said Lot 1;

Thence, N 81°12'33" W, 155.04 feet to the easterly line of Lot 3, The Final Plat, The Peoples Bank Property for Monty Mires, of record in Plat Book 17, Page 16, R.O.W.C.;

Thence, with said easterly line, N 06°41'57" E, 318.01 feet to the southerly right of way line of Rutland Drive (25 feet from centerline);

Exhibit A – Legal Description

Thence, with said southerly right of way line of Rutland Drive, S 79°00'03" E, 16.43 feet;

Thence, continuing with said southerly right of way line, S 78°04'54" E, 120.69 feet to the point of beginning.

Containing 45,808 square feet or 1.05 acres, more or less.

According to a survey by Barge Design Solutions, Inc., File 3859201

Being a portion of the property conveyed to Harold Sutton, Trustee, by deed of record in Book 406, Page 402, R.O.W.C.

2486 EAST DIVISION STREET

THE LAND SHOWN IN THIS SURVEY IS THE SAME AS THAT DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY TITLE REPORT NUMBER NCS-1131948-NAS WITH AN EFFECTIVE DATE JUNE 07, 2022 AT 7:30 AM. THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WILSON, STATE OF TENNESSEE, AND DESCRIBED AS FOLLOWS: TRACT OR PARCEL OF LAND, SITUATED AND LYING IN THE 24TH CIVIL DISTRICT WILSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT: BEING AT A POINT IN THE SOUTHERLY MARGIN OF THE OLD N. C. & ST. L. RAILROAD BED, COMMON CORNER WITH MARY ALICE PUCKETT, AND THENCE WITH PUCKETT'S LINE S60° 03' E 941.0 FEET TO A POINT IN ONES LINE; THENCE WITH JONES LINE N 71° 58' W 294.0 FEET TO A POINT; THENCE WITH JOHNNIE E. JONES LINE N 6° 37' W 801.0 FEET TO A POINT IN THE SOUTHERLY MARGIN OF SAID ABANDONED RAILROAD BED; THENCE WITH SAID MARGIN N 80° 00' E 277.0 FEET TO THE BEGINNING. INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO CITY OF MT. JULIET, TENNESSEE, BY DEED OF RECORD IN BOOK 1612, PAGE 578, IN THE REGISTER'S OFFICE OF WILSON COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY CONVEYED TO TRAVIS CLARK, BY DEED FROM G. WAYNE BROWN, OF RECORD IN BOOK 1175, PAGE 1378, IN THE REGISTER'S OFFICE OF WILSON COUNTY, TENNESSEE.

2530 EAST DIVISION STREET

THE LAND SHOWN IN THIS SURVEY IS THE SAME AS THAT DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY TITLE REPORT NUMBER NCS-1131936-NAS WITH AN EFFECTIVE DATE JUNE 06, 2022 AT 7:30 AM. LAND IN THE 24TH CIVIL DISTRICT OF WILSON COUNTY, TENNESSEE, AND DESCRIBED AS FOLLOWS: A HOUSE AND LOT BEING TRACT NO. 2 OF THE DONA (DONIE) THOMPSON MARTIN PROPERTY LOCATED ON THE OLD RAILROAD BED ROAD, OF RECORD IN PLAT BOOK 16, PAGE 651, REGISTER'S OFFICE OF WILSON COUNTY, TENNESSEE. BEING THE SAME PROPERTY CONVEYED TO DAVID R. MCCLENDON AND WIFE, CLAIR H. MCCLENDON, BY DEED FROM MONTY MIRES, OF RECORD IN DEED BOOK 383, PAGE 256, IN THE REGISTER'S OFFICE OF WILSON COUNTY, TENNESSEE. THE SAID

Exhibit A – Legal Description

CLAIR H. MCCLENDON HAVING PREDECEASED DAVID R. MCCLENDON AND THE SAID DAVID R. MCCLENDON HAVING SINCE DIED TESTATE, AND PURSUANT TO THE LAST WILL AND TESTAMENT OF DAVID R. MCCLENDON, OF RECORD IN BOOK 914, PAGE 545, SAID REGISTER'S OFFICE, THE DEVISEE OF SAID ESTATE IS JAMES MCCLENDON.

2530A EAST DIVISION STREET

THE LAND SHOWN IN THIS SURVEY IS THE SAME AS THAT DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY TITLE REPORT NUMBER NCS-1131928-NAS WITH AN EFFECTIVE DATE JUNE 06, 2022 AT 7:30 AM. THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WILSON, STATE OF TENNESSEE, AND DESCRIBED AS FOLLOWS: BEING TRACT 1 OF THE DONIE THOMPSON MARTIN PROPERTY OF RECORD IN PLAT BOOK 16, PAGE 651, REGISTER'S OFFICE FOR WILSON COUNTY, TENNESSEE. BEING PART OF THE SAME PROPERTY CONVEYED TO MARY ALICE PUCKETT, BY DEED FROM DONIE THOMPSON MARTIN, OF RECORD IN DEED BOOK 190, PAGE 97, REGISTER'S OFFICE FOR WILSON COUNTY, TENNESSEE. THE SAID MARY ALICE PUCKETT HAVING SINCE DIED TESTATE, AND PURSUANT TO THE LAST WILL AND TESTAMENT OF MARY A. PUCKETT, OF RECORD IN WILL BOOK 42, PAGE 70, PROBATE COURT, WILSON COUNTY, THE DEVISEES OF SAID ESTATE IS WILLIE MORGAN; CHARLES MORGAN; MARY PETTY; DONALD MORGAN; RONALD MORGAN; CHRISTINE GREEN; HATTIE PUCKETT; JAMES PUCKETT; AND TERRY PUCKETT.

2640 EAST DIVISION STREET

THE LAND SHOWN IN THIS SURVEY IS THE SAME AS THAT DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY TITLE REPORT NUMBER NCS-1131920-NAS WITH AN EFFECTIVE DATE JUNE 06, 2022 AT 7:30 AM. THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WILSON, STATE OF TENNESSEE, AND DESCRIBED AS FOLLOWS: A CERTAIN TRACT OR PARCEL OF LAND IN THE 24TH CIVIL DISTRICT OF WILSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO WIT: BEING TRACT NO. 3 OF THE DONA (DONIE) THOMPSON MARTIN PROPERTY LOCATED ON THE OLD RAILROAD BED ROAD, AND FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY, REFERENCE IS HERE MADE OF RECORD IN PLAT BOOK 16, PAGE 651, REGISTER'S OFFICE FOR WILSON COUNTY, TENNESSEE. BEING THE SAME PROPERTY CONVEYED TO ROBERT W. GRAVES, BY DEED FROM JUANITA C. GRAVES A/K/A CORNELIA JUANITA (GRISHOM) GRAVES, OF RECORD IN DEED BOOK 423, PAGE 564, IN THE REGISTER'S OFFICE OF WILSON COUNTY, TENNESSEE.

0 EAST DIVISION STREET

BEGINNING AT A POINT LOCATED ON THE EASTERN LINE OF THE PROPERTY OWNED, THE COMMON LINE WITH PROPERTY OWNED BY TRAVIS CLARK, OF RECORD IN BOOK 1175, PAGE 1378, REGISTER'S OFFICE FOR WILSON COUNTY, SAID POINT ALSO LOCATED ON THE NORTHEASTERN PROPOSED RIGHT OF WAY OF EASTERN/BECKWITH CONNECTO, AND BEING 60.00 FEET RIGHT OF EASTERN/BECKWITH CONNECTOR SURVEY CENTERLINE STATION 206+48.29; THENCE ALONG THE PROPOSED RIGHT OF WAY OF EASTERN/BECKWITH CONNECTOR AS FOLLOWS: NORTHWESTERLY WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 894.93 FEET, AN ARC LENGTH OF 416.80 FEET TO A POINT

Exhibit A – Legal Description

60.00 FEET RIGHT OF EASTERN/BECKWITH CONNECTOR SURVEY CENTERLINE STATION 210+93.02; NORTH 71 DEGREES 33 MINUTES 06 SECONDS EAST, AND BEING 20.00 FEET TO A POINT 80.00 FEET RIGHT OF EASTERN/BECKWITH CONNECTOR SURVEY CENTERLINE STATION 210+93.02; NORTH 10 DEGREES 17 MINUTES 41 SECONDS WEST, AND BEING 342.63 FEET TO A POINT LOCATED ON THE SOUTHERN PROPOSED RIGHT OF WAY OF DIVISION STREET, AND BEING 128.59 FEET RIGHT OF EASTERN/BECKWITH CONNECTOR SURVEY CENTERLINE STATION 214+32.19; THENCE NORTH 71 DEGREES 37 MINUTES 19 SECONDS EAST ALONG THE PROPOSED DIVISION STREET RIGHT OF WAY, AND BEING 65.35 FEET TO A POINT LOCATED ON THE EASTERN LINE OF THE PROPERTY OWNED, THE COMMON LINE WITH PROPERTY OWNED BY TRAVIS CLARK, OF RECORD IN BOOK 1175, PAGE 1378, AND BEING 46.00 FEET RIGHT OF DIVISION STREET SURVEY CENTERLINE STATION 29+61.18; THENCE SOUTH 15 DEGREES 27 MINUTES 52 SECONDS EAST ALONG THE COMMON LINE, AND BEING 714 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND CONTAINING 1.319 ACRES, MORE OR LESS.

6207 GOLDEN BEAR GATEWAY

BEING A CERTAIN TRACT OF LAND IN THE CITY OF MOUNT JULIET, 25TH CIVIL DISTRICT OF WILSON COUNTY, TENNESSEE. BEING PART OF THE PROPERTY DEEDED TO AMAZON.COM SERVICES, INC. BY DEED RECORDED IN DEED BOOK 1923, PAGE 830, IN THE REGISTER'S OFFICE FOR WILSON COUNTY, TENNESSEE (R.O.W.C.T). BEING ALL OF LOT 17 AS SHOWN ON THE FINAL PLAT ENTITLED "BECKWITH NORTH, LOTS 14A & 17" AS RECORDED IN PLAT BOOK P30, PAGE 457, R.O.W.C.T., TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE DESCRIPTION. CONTAINING AN AREA OF 224,941 SQUARE FEET OR 5.16 ACRES, MORE OR LESS.

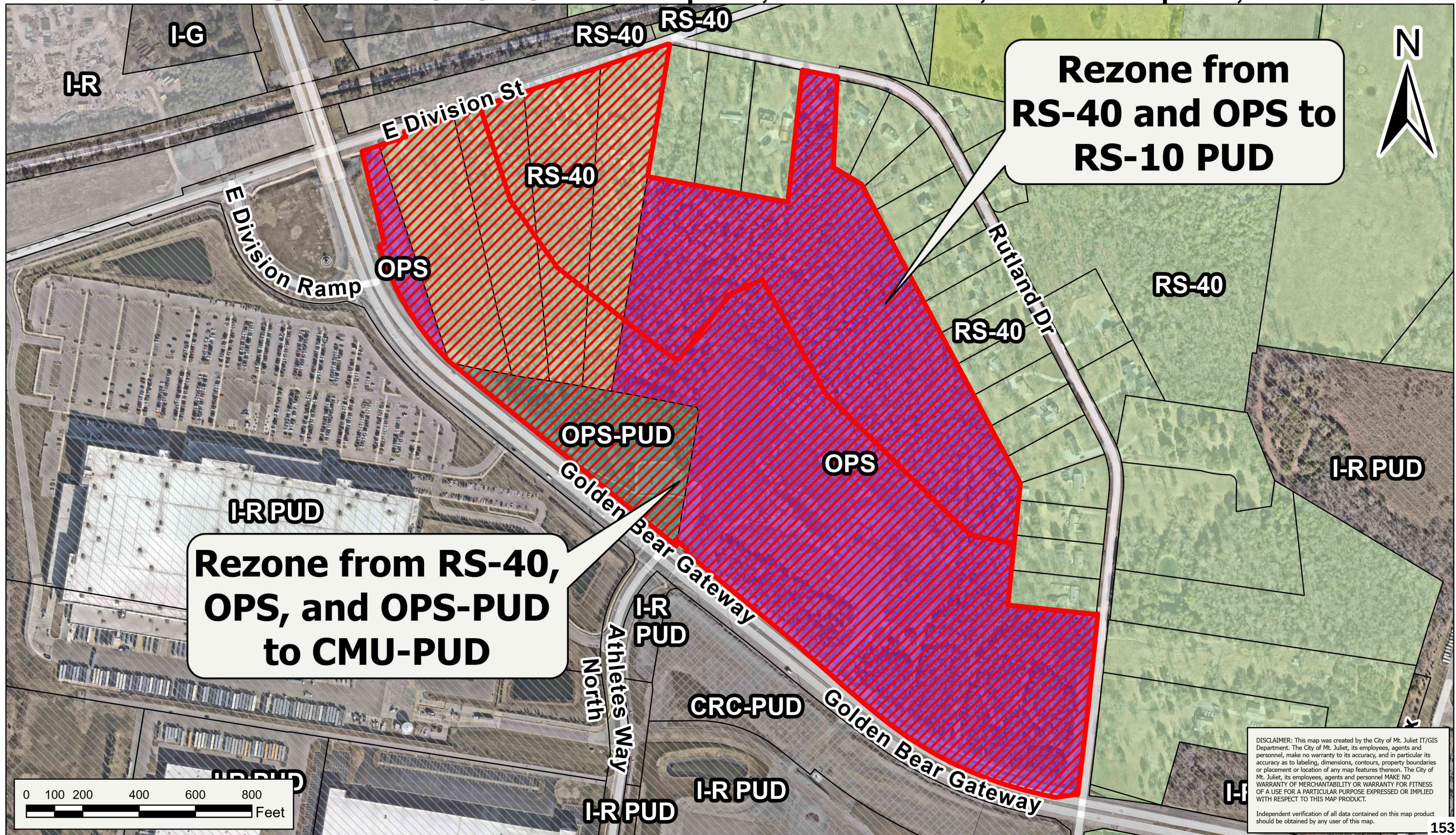


Exhibit B- PMDP PUD w/ Rezone

The Sutton

Map 072, Parcels 047.00, 047.01, 048.00, 049.00

Map 077, Parcels 012.02, 011.01 & Map 078, Parcels 010.02





MEMORANDUM

Date: July 17, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: The Sutton
LUA/PMDP
Map – 072
Parcel(s) – 047.00, 047.01, 048.00 & 049.00
Map – 077
Parcel(s) – 010.02, 011.01, & 012.02

Request: Submitted by Barge Design Solutions, on behalf of Tulit Investments LLC, the applicant seeks a land use plan amendment, rezone and preliminary master development plan approval for a mixed-use commercial and residential development with 649 dwelling units and 102,132sf of commercial space on Golden Bear Gateway in District 3.

Overview: The subject property is 73.96 acres bounded by Golden Bear Gateway to the west, Division Street to the north and Rutland Drive to the east and is located wholly within the City limits. Proposed for the site is a mixed-use PUD with two base zoning districts and a mix of commercial space and residential product. The proposed residential density, overall, for the PUD is 8.78 units/ acre. Commercial space provided in the PUD is 102,132 gross square feet. A summary of the land use plan and zoning changes requested is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
The Sutton	Mixed Use	Mixed Use & Single Family Residential	OPS, OPS-PUD, RS-40	CMU & RS-10-PUD

Future Land Use Plan: The City's future land use map identifies the entire property as mixed use. The applicant is seeking a land use plan amendment for 27.17 acres to single family residential for the construction of single-family homes in a portion of the PUD. The land use plan does not support the request.

Zoning: The zoning is presently OPS, OPS-PUD and RS-40. The applicant is seeking CMU zoning for 46.74 acres and RS-10 for 27.17 acres of the PUD.

Findings: In reviewing the requested zoning actions, staff finds that the request DOES NOT agree 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 **LAND USE PLAN**
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.*

Preliminary Master Development Plan:

6-102a Bulk Standards: The total acreage of the proposed development is 73.96 acres, exceeding the minimum required for multifamily developments (20ac) and the proposed residential density is 8.78 units/acre, below the maximum permitted for the requested CMU zoning district (16.1 ac). The multi-family/commercial portion of the PUD includes a residential density of 12.52 units/acre and 102,132 sf of commercial space. The single-family component has a density of 2.32 units/acre (63 lots). The phasing plan includes 9 phases. The estimated population is not provided; the total number of residential units is 649.

1 bedroom: 290
2 bedroom: 109
3 bedroom: 29
Townhomes: 158
Single family: 63

Mixed use developments are held to the residential bulk regulations of RM-16. Average lot size for the single family, RS-10, component is 8,054sf, the smallest being 6,060sf and the largest 12,590. The City's minimum and average lot size ordinance applies to residential PUDs only, not mixed-use PUDs.

6-104.1 Mixed-Use Regulations: 35.39 acres of the PUD are slated for commercial use (48% of the land area of the PUD) 25% is required per the requirements of ordinance 22-51 approved in October 2022, the project exceeds the minimum. While the square footage of commercial for the PUD is identified the particular uses are not, except for a big box store.

Streets/Sidewalks/Access: The sidewalk network looks complete, further review will occur at subsequent submittals. There are vehicular access points along each of the project's road frontages, Rutland Drive, GBG and Division.

Parking: Parking appears to be adequately accommodated; further review will occur with subsequent submittals. A shared parking arrangement between nighttime and daytime uses for up to 25% of the required mixed-use area parking is requested and subject to Planning Commission approval.

Amenities: Amenities proposed include: a relocated GBG trailhead, dog parks, trails, unprogrammed open space, splash pad, town square, pool, outdoor grilling space, fire pit, business center, fitness center, golf simulator, co-working space, coffee lounge, cabanas, etc. Open space totals 22.55 acres of the PUD, or 30%.

Multi-family and Commercial Building Design Standards: Renderings are supplied to illustrate the overall appearance of the PUD. Façade material and other design standard waivers are outlined below and are subject to recommendation and approval by the Board of Commissioners. Elevations will be required with subsequent submittals.

Article X Landscaping: The applicant is not requesting any variance or waivers from the requirements of article X. A full landscape plan will be required and reviewed upon submittal of site plans and preliminary plats.

Waivers/Variances: The following waivers are requested:

1. 5-104.4 – Access streets to allow front load garages with decorative doors – STAFF DOES NOT SUPPORT
2. 4-104.401 – 33 single family homes on a cul-de-sac (14 max.) – PW TO RECOMMEND
3. 5-103a – Single family bulk regulations as follows:
 - a. Front setback 20' (30') PZ SUPPORTS
 - b. Side setback 7.5' (8') PZ DOES NOT SUPPORT
 - c. Min. lot width 50' (60') PZ SUPPORTS
 - d. Lot coverage: 50% (35%) PZ SUPPORTS
4. 12-102 – Disturb slopes 20% or greater in a cut condition only PUBLIC WORKS TO RECOMMEND
5. 5-104a.4 – Omit perimeter fence around multifamily PZ SUPPORTS
6. 6-103.3 – Max. height of 55' The development site is approximately a mile from the I-40/GBG interchange, outside of the ½ mile required for additional height. PZ DOES NOT SUPPORT
7. 5-104.4 – Less than 22' long driveways for alley loaded and front-loaded townhomes PZ DOES NOT SUPPORT
8. 4-114.1 – 50% masonry, 50% secondary Hardie and board and batten for multi family PZ SUPPORTS 70% MASONRY AND 30% SECONDARY
9. 5-104.4 - 50% masonry, 50% secondary Hardie and board and batten for single family PZ SUPPORTS 70% MASONRY AND 30% SECONDARY
10. 5-104.4 – Omit the masonry column between single family two car garages front facing if a decorative door is used PZ SUPPORTS
11. 5-104.4 – Front facing, single family garage doors to be 50% of the front façade if a decorative garage door is used PZ DOES NOT SUPPORT
12. 5-104.4 – Single-family, front-loaded garages to be flush with the front façade PZ SUPPORTS
13. 5-104.4 – Single family lots less than 10,000sf (6,060sf the smallest) PZ SUPPORTS 8,000SF
14. 6-102.1 – Grocery store to be 10,000sf (in lieu of 20,000sf required) PZ SUPPORTS
15. 9-103.1.2 – 25% shared parking in the mixed use area of the PUD PZ SUPPORTS

16. 6-103.7.3 – Omit sidewalks in areas that require environment impact PZ DOES NOT SUPPORT
17. 6-103.4 – Allow townhome balconies to encroach into yards PZ SUPPORTS
18. 8-207.5.4 – Greenway trail to be mulched in lieu of paved PZ DOES NOT SUPPORT

Summary: This PUD will add 649 residential units, 102,132 square feet of commercial space and associated improvements to the Golden Bear Gateway/E. Division area in District 3. The future land use does not support the rezone request for single family residential.

Staff does not support the townhomes against Golden Bear Gateway as proposed, as this is a major commercial corridor in the City, this area should be developed with commercial uses along this frontage in lieu of residential.

The waivers and variances detailed above are subject to Planning Commission and Board of Commissioners approval. Full compliance with code is required, excepting any waivers or variances granted. Many of the conditions below are addressed with notes indicating compliance with many of the City's requirements.

Recommendation: Should the Planning Commission make a positive recommendation to the Board of Commissioners for the land use amendment, rezone and preliminary master development plan for the Sutton on Golden Bear Gateway, please include the following conditions:

Planning and Zoning:

1. Live/work spaces are not permitted to contribute to commercial square footage.
2. Amenities may not contribute to commercial square footage.
3. Provide landscaped islands every 15 parking spaces.
4. All requirements of the City's Subdivision regulations shall be adhered to, except any waivers approved by the Board of Commissioners.
5. 5-104.1 Multifamily guidelines shall be adhered to, excepting any waivers approved by the Board of Commissioners.
6. 6-104.1 Mixed-use regulations shall be adhered to, excepting any waivers approved by the Board of Commissioners.
7. 5-104.4 Single family guidelines shall be adhered to excepting any waivers approved by the Board of Commissioners.
8. Exterior lighting fixtures mounted to the buildings shall be decorative. Wall packs are not permitted.
9. All poles and posts throughout the PUD shall be powder-coated black, channel posts are not permitted.
10. Bollards shall not be painted yellow; rather black gray or another neutral color.
11. Wheel stops are not permitted.
12. Corner lots and edge units shall be designated critical façade lots.
13. All fencing shall be decorative and constructed of low maintenance material.
14. HVAC and utility equipment shall be screened entirely from horizontal view by parapet walls if roof mounted and masonry enclosure or landscaping if ground mounted.
15. Wall mounted utility meters and associated equipment shall be painted to match the façade it is attached to.

16. Metal and vinyl shall not be permitted as secondary façade materials.
17. Brick shall be clay, baked and individually laid.
18. Stone shall be individually laid.
19. Wet ponds shall have lighted fountains for aeration and landscaping around the perimeter.
20. Preserve as many trees as possible. Should existing vegetation be utilized for required landscaping provide a tree survey at final master development plan submittal.
21. Provide bike racks per code.
22. Provide trash receptacles per code.
23. Fire pits shall be set in a brick or stone base.
24. Dumpster enclosure and trash compactors shall be faced with masonry and meet the requirements of 6-103.7, regulations for dumpster enclosures.
25. 2,000sf of clubhouse area, up to 200 units, is required, plus 10sf per each additional dwelling in multifamily areas per multi-family regulations.
26. Provide commercial and/or mixed uses along the entire Golden Bear Gateway frontage in lieu of the townhomes/strictly residential as this is a major commercial corridor in the City.
27. Detention ponds, easements, etc. shall not be counted towards improved open space requirements.
28. Provide decorative streetlighting at the entrances and throughout the PUD per recently approved ordinance 2025-24.
29. Parking lot lighting shall be decorative fixtures mounted to black poles. Poles shall be placed in landscaped areas or yards not in the parking lot.
30. Paint wall mounted utility equipment and meters to match the building façade it is attached to.
31. Landscape buffers shall be located in open space and not on individual lots. The HOA or management company shall be responsible for the maintenance of all buffers.
32. Mail kiosks shall be covered, lighted and include designated parking.
33. Signage to be reviewed via a separate application to the Planning Department.
34. The full complement of required parking shall be required if the 25% share request is not approved by the Planning Commission.

Engineering:

1. This PMDP shall be stamped, signed, and dated by a TN registered engineer for all future submittals.
2. In the event karst features are encountered during grading, a licensed geotechnical engineer shall document the feature, and the feature shall be located by a licensed surveyor. If the feature is to be remediated, the geotechnical engineer shall provide a remediation plan to the City for approval. Efforts will be made to minimize any remediated features within building envelopes.
3. Do not install EPSC measures in existing landscaping being preserved as a buffer.
4. Landscaping plans shall be approved prior to the issuance of the Land Disturbance Permit.
5. If wet ponds are used, aeration shall be provided.
6. Stormwater: Rule 400-10-.04 need at construction plans, 100-year storm for detention.
7. A letter of approval from West Wilson Utility District will be required prior to construction plan approval is issued.
8. Grinder systems or on-site step systems will not be allowed for this development.
9. The internal pump station shall be public and designed to City standards.

10. All sewer mains (minus laterals) shall be public and within a 20' (minimum) easement.
11. The public sewer shall not be placed within private alleys.
12. Sewer availability has been granted. The developer shall upsize the existing gravity sewers to accommodate the flow from the development's discharge point (at the existing manhole) to the Volunteer (7-Eleven) pump station. Sizing parameters shall be determined at construction plan review.
13. Offsite sewer shall not be under the greenway. Alignment of the sewer shall be determined at the FMDP.
14. Provide hydrologic determination by FMDP.
15. Variances:
 - Request to disturb slopes more than 20% - Staff supports in a cut condition only.
 - Request to allow front loading garages on access streets (Zoning Reg 5-104.4.10) – **Not supported.**
 - Request to allow more than 14 lots on a cul-de-sac (Sub Reg 4-104.401) – **Supported conditionally that the street include 24' of pavement.**
 - Request to allow up to 25% shared parking (Zoning Reg 9-103) – **Not supported without a shared parking analysis.**
 - Request to allow permanent dead ends to terminate within 150' of the property boundary (Sub Reg 4-104.405) – **Supported**
 - Request to allow residential frontages on a collector (Sub Reg 4-104.303) – **Supported on one side of the street with shared driveways. No lots may have individual driveways along the collector**
 - Request to waive sidewalk requirements in areas with environmental impacts (Sub Reg 4-103.102) – **Not Supported**
 - Request for the greenway to be a mulch trail – **Not Supported**
16. The following off-site improvements will be required based on the results of the MTA:
 - a. Golden Bear Gateway and Rutland Drive
 - i. A traffic signal should be installed at this intersection when warranted. A signal warrant analysis should be submitted with each FMDP/Site of a commercial parcel or final plat (residential). The median on Golden Bear Gateway and Athletes Way shall be closed when the signal is installed.
 - ii. The southbound approach of Rutland Drive should be widened to include an exclusive left-turn lane. This improvement should be done prior to the construction of the project entrance on Rutland Drive.
 - b. Golden Bear Gateway and E. Division Ramp/Site access
 - i. The site access at this intersection shall be right-in/right-out only. The median on Golden Bear Gateway shall be modified to allow lefts onto and off of the ramp, but not into the site.
 - ii. This may require the site access location be moved.
 - c. Golden Bear Gateway Signals
 - i. A time-of-day and coordination plan shall be developed for all signals between Division Street and Summit Boulevard. This plan shall be implemented prior to the opening of 50% of the commercial area or the installation of the signal at Rutland Drive, whichever occurs first.
 - ii. Opticom preemption with a perpetual license shall be installed at all signals between Division Street and Summit Boulevard.

17. Site Access

- a. Site Access 1 shall be located on Golden Bear Gateway at the signalized intersection at Athletes Way. This approach shall include protected/permissive left-turn phasing and run concurrently with the Athletes Way approach.
 - b. Site Access 2 shall be located on Rutland Drive. A left-turn lane should be installed on Rutland Drive at the intersection. This driveway must meet HSAM spacing requirements.
 - c. Site Access 3, as proposed on Rutland Drive, does not meet HSAM spacing requirements and therefore is not supported. However, capacity analysis indicated the driveway to be located outside the queue from a signal at Rutland Drive and Golden Bear Gateway.
 - d. Site Access 4 shall be located on Golden Bear Gateway, opposite the Project Jolene driveway. This driveway shall be right-in/right-out only and a median shall be installed along Golden Bear Gateway.
 - e. Site Access 5 shall be located on Golden Bear Gateway, opposite the Division Street ramp. This driveway shall be right-in/right-out only. The median on Golden Bear Gateway shall be modified to allow lefts onto and off of the ramp, but not into the site. This may require the location of the driveway be changed.
 - f. Site Access 6 shall be located on East Division Street and include left-turn and right-turn lanes on Division Street. This driveway must meet HSAM spacing requirements to Golden Bear Gateway and Rutland Drive.
 - g. Site Access 7 shall be located on Rutland Drive and meet HSAM spacing requirements from Division Street.
18. Sidewalks are required along all road frontage.
 19. Pedestrian Access Routes (PAR) are required from the ROW to all businesses per ADA standards.
 20. All roads serving the multifamily and commercial portions of the site shall be private. The central spine collector shall be a minor collector if public, and adhere to all design standards, widths, and access standards of a minor collector cross-section.
 21. Sidewalks adjacent to perpendicular parking shall be at least 7' wide to account for vehicle overhang.
 22. Sidewalks adjacent to parallel parking shall be at least 6' wide, excluding the width of the curb, to account for mirrors and doors.
 23. All shared use paths must be at least 10' wide.
 24. The shared use path along Golden Bear Gateway shall be moved in front of the signage at the signal to provide better lines of sight to turning motorists and to prevent bicycles and pedestrians crossing through the vehicle queues.
 25. The alleys within the townhome areas shall include at least 20' of pavement.
 26. Perpendicular parking on the alleys must comply with the parking dimensions provided in the Zoning Ordinances. Consider angled parking to reduce the required drive aisle width.
 27. All sidewalks on the collector between E. Division Street and Rutland Drive shall be at least 6' wide. Sidewalks are required on both sides of the street over the stream crossing.
 28. Truck turning templates are needed to show delivery operations. Please provide a zoomed in figure on the proposed roundabout at FMDP.
 29. Curb and gutter are required any place with sidewalk or shared use paths within the City limits.
 30. All pedestrian facilities shall comply with ADA and PROWAG standards.

31. Adequate sight distance shall be provided at all intersections. Sight distance profiles will be provided at FMDP.
32. Angled on-street parking is supported only on the private central access road opposite Athletes Way. The road must include a center median and meet the drive aisle width required in the zoning code.

WWUD:

1. No comments provided by WWUD. Coordinate with WWUD prior to construction.

Wilson County Schools:

1. No Comments Received.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1414
10.A.

Agenda Date: 10/27/2025

Agenda #:

Title:

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO TRANSFER PERSONNEL FUNDS FROM THE POLICE DEPARTMENT TO THE EXECUTIVE DEPARTMENT

ORDINANCE 2025-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO TRANSFER PERSONNEL FUNDS FROM THE POLICE DEPARTMENT TO THE EXECUTIVE DEPARTMENT

WHEREAS, the City of Mt. Juliet Executive Department is creating the position of Deputy City Manager due to an upcoming retirement; and

WHEREAS, the department recently compared the salary requirements for both the Deputy City Manager, and the City Manager positions to cities of comparable size; and

WHEREAS, the current salary range for the City Manager position was found to be 29.3% below the average; and

WHEREAS, the Executive Department requests to increase the City Manager pay by 8.9% and set the Deputy City Manager pay; and

WHEREAS, the Police Department has unspent funds available to be transferred to the Executive Department to cover the personnel cost for the salary increases.

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:

General Fund – Executive Department

Increase the Following Expenditures:

110-41320-XXX	Executive Department Personnel Cost	69,000.00
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General Fund – Police Department

Decrease the Following Expenditures:

110-42100-XXX	Police Department Personnel Cost	69,000.00
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Section 2. The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

BE IT FURTHER ORDAINED:

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

Section 4. If any section, clause, 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, provision or portion of this ordinance.

Section 5. That this ordinance shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Luckett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Executive Summary

ORDINANCE 2025-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO TRANSFER PERSONNEL FUNDS FROM THE POLICE DEPARTMENT TO THE EXECUTIVE DEPARTMENT

The Executive Department will be hiring a new Deputy City Manager due to an upcoming retirement. To prepare for this transition the Department recently compared the salary ranges of Deputy City Managers and City Managers across cities of comparable size. The following cities and pay rates were used for comparison.

City	City Manager	Deputy City Manager
Mt. Juliet	\$87.20	---
Goodlettsville	\$116.30	\$91.08
LaVergne	\$106.02	\$94.62
Brentwood	\$132.46	\$121.49
Smyrna	\$114.04	\$112.01
Spring Hill	\$121.90	\$97.17
Franklin	\$127.22	\$120.98
White House	\$86.01	\$79.64
Nolensville	\$97.95	\$87.46
Average w/o MJ	\$112.74	\$100.56

The current salary range for the City Manager position was found to be 29.3% below the average. The Executive Department requests to increase the City Manager pay by 8.9%, from \$87.20 to \$95.00. This will require a contract amendment which will be included on second reading.

Currently the Deputy City Manager position is combined with the City Recorder. This adjustment will create a pay scale for the new position of Deputy City Manager. The average salary for a Deputy City Manager in Middle TN is \$100.56. The Executive Department is recommending a pay rate for the newly created Deputy City Manager position at \$82.00.

The estimated additional funding needed for all personnel costs including salary, taxes, retirement etc. is \$69,000 for the current fiscal year. This is broken down by an additional \$58,000 for the Deputy City Manager position and \$11,000 for the City Manager position. In reviewing the budget, it was noted that the Police Department has vacant positions that have not yet been filled and therefore have unspent personnel funds that can be used for this adjustment. The Executive Department, in agreement with the Police Department, is requesting to have \$69,000 in personnel costs transferred from the Police Department's personnel budget 110-42100 to the City Manager's personnel budget 110-41320. No additional funds will need to be appropriated.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1412
10.B.

Agenda Date: 10/27/2025

Agenda #:

Title:

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO APPROPRIATE FUNDS FOR THE TOWN CENTER TRAIL, PHASE 3 AND LEBANON ROAD SIDEWALKS, PHASE 3 PROJECTS THAT WERE RECENTLY AWARDED ADDITIONAL GRANT FUNDING

ORDINANCE 2025-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO APPROPRIATE FUNDS FOR THE TOWN CENTER TRAIL, PHASE 3 AND LEBANON ROAD SIDEWALKS, PHASE 3 PROJECTS THAT WERE RECENTLY AWARDED ADDITIONAL GRANT FUNDING

WHEREAS, the City of Mt. Juliet seeks to improve multimodal connectivity and transportation options within the City; and

WHEREAS, the City of Mt. Juliet acknowledges that providing a more walkable community will positively impact residents and businesses alike; and

WHEREAS, the City of Mt. Juliet has been awarded additional grant funds for the construction of the following projects: Town Center Trail, Phase 3 and ITS and Lebanon Road Sidewalk, Phase 3 projects; and

WHEREAS, the City of Mt. Juliet desires to appropriate the additional grant and matching funds to the capital projects budget for the construction of these projects.

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:

Capital Projects Fund

Increase the Following Revenue:

300-33483	Town Center Trail, Phase III	\$988,769
300-33474	Lebanon Road Sidewalks, Phase 3	\$843,269

Decrease Transfers from General Fund

300-37810	Operating Transfer from General Fund	(\$191,857)
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Adjust the Following Expenditures:

Town Center Trail, Phase III

300-43142-966	Construction	\$242,584
300-43142-967	Construction Funded by Grants	\$988,769

Lebanon Road Sidewalks, Phase 3

300-43183-966	Construction	(\$434,441)
300-43183-967	Construction Funded by Grants	\$843,269

General Fund

Decrease the Following Expenditures:

110-49800-899	Transfers to Capital Projects Fund	(\$191,857)
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Section 2. The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

BE IT FURTHER ORDAINED:

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

Section 4. If any section, clause, 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, provision or portion of this ordinance.

Section 5. That this ordinance shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Luckett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

ORDINANCE 2025-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO APPROPRIATE FUNDS FOR THE TOWN CENTER TRAIL, PHASE 3 AND LEBANON ROAD SIDEWALKS, PHASE 3 PROJECTS THAT WERE RECENTLY AWARDED ADDITIONAL GRANT FUNDING

Executive Summary

The projects: Town Center Trail, Phase III

This project will construct the extension of the Town Center Greenway Trail from S. Greenhill Road to Mt. Juliet Elementary School, including a new trailhead parking lot across from the elementary school.

Lebanon Road Sidewalks, Phase 3

This project will construct 6-foot-wide sidewalks along both sides of Lebanon Road from Nonaville Road to N. Greenhill Road/Benton Douglas Pkwy.

Funding: Town Center Trail, Phase III

The City was awarded additional grant funding in the amount of \$988,769 to cover construction cost overruns. This increase results in a total federal grant amount of \$2,090,336 for the project. The 20% match requirement is \$522,584 for the project. This additional grant award results in an increase of \$242,584 to the City's general fund transfer to capital projects.

Lebanon Road Sidewalks, Phase 3

The City was awarded additional grant funding in the amount of \$843,269 to cover construction cost overruns. This increase results in a total State grant amount of \$1,625,624 for the project. The 5% match requirement is \$85,559 for the project. This additional grant award results in a decrease of \$434,441 to the City's general fund transfer to capital projects.

Between the two projects, the total decrease in the general fund transfer to capital projects is \$191,857

Official act: This ordinance amends the budget to appropriate \$1,832,038 of Federal/State grant funds and decrease the amount of local city funds by \$191,857.

Fiscal Note: This budget amendment results in a decrease in the general fund transfer to capital projects.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1349
10.C.

Agenda Date: 10/27/2025

Agenda #:

Title:

AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 47/47B E. CALDWELL STREET, APPROXIMATELY 1.2 ACRES, MAP 0721, GROUP A, PARCELS 005.00 AND 006.00 FROM RS-40 TO CTC

ORDINANCE NO. _____

AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 47/47B E. CALDWELL STREET, APPROXIMATELY 1.2 ACRES, MAP 0721, GROUP A, PARCELS 005.00 AND 006.00 FROM RS-40 TO CTC.

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 August 21, 2025, and forwarded a positive recommendation (9-0-0) 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 _____, 2025 and notice thereof published in the Chronicle of Mt. Juliet on October 1, 2025; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the property located at 47/47B E. Caldwell Street, approximately 1.2 acres, map 072I, group a, parcels 005.00 and 006.00 from RS-40 to CTC.

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, be and is hereby amended, and altered by rezoning a certain parcel of real property located at 47/47B E. Caldwell Street, approximately 1.2 acres, map 072I, group a, parcels 005.00 and 006.00 from RS-40 to CTC (Exhibit B) subject to the conditions below:

Planning and Zoning:

1. All requirements and regulations found in the zoning ordinance pertaining to CTC zoning shall apply to the properties 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

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.

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:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description, 47 & 47B E Caldwell St.

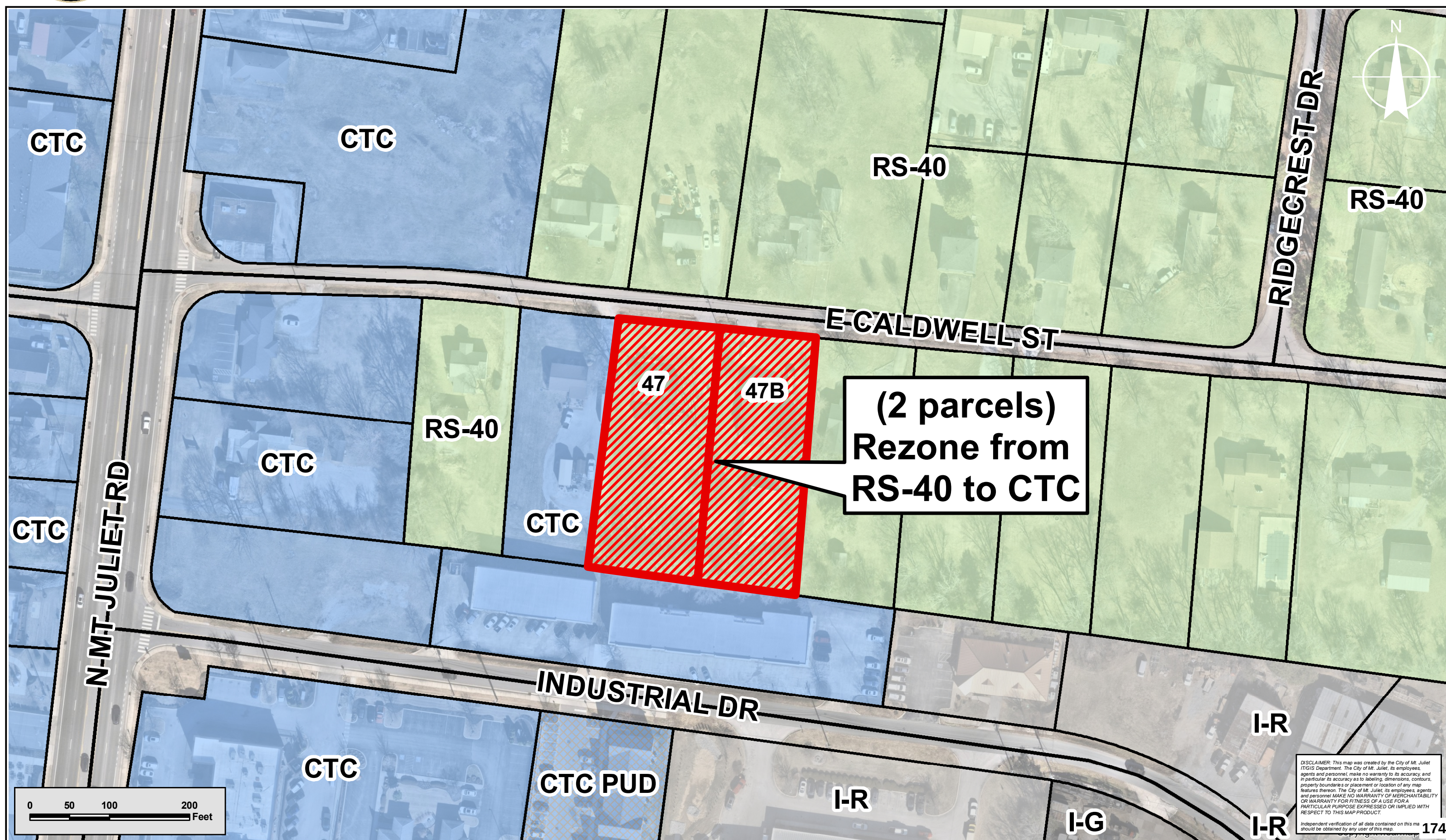
A lot located on the south side of a new street (now known as East Caldwell) or road in the Village of Mt. Juliet, bounded on the north by the street or road (east Caldwell) east by Yelton, South by Prentice, west by Yelton, the same being Lot No. 4 on the C.G. Yelton Subdivision, plat of which is of record in Plat Book 2, Page 62, (Revised Plat Book 2, Page 123) in the Register's Office for the said County; Said Lot being a 100 feet in width, with a depth on the east side of 267.3 feet and depth on the west side of 265.2 feet. Being the same property conveyed to Melissa Haynes from Joe Pearson by Warranty Deed executed 02/22/10 of record in Book 1394, Page 2455, Register's Office for Wilson County, Tennessee. Unimproved() This is improved property (x) known as 47 East Caldwell Avenue, Mt. Juliet, Tennessee, 37122

Land in Wilson County, Tennessee, being Lot No. 5 on the Plat of the Revised Plan of C.G. Yelton Subdivision (original plat in Book 2, page 62), as shown by Plat of record in Plat Book 2, page 123 Register's office for Wilson County, Tennessee to which plan reference is hereby made for a more complete description thereof. Being part of the same property conveyed to Caldwell LLC, a Tennessee limited liability company by Warranty Deed from Kathy Jeffrey, a married woman dated July 20, 2022 and recorded July 25, 2022 in Book 2197, Page 2348, Register's Office of Wilson County, Tennessee. Being the same property conveyed to Scott Hefner and wife Cheri Hefner by Warranty Deed from Caldwell LLC, a Tennessee limited liability company of record in Book 2351, page 1906, Register's Office for Book 2369 Page 2288 Wilson County, Tennessee, dated December 19, 2024 and recorded on January 07, 2025 and Scrivener's Affidavit recorded on March 25, 2025 in Book 2364, Page 1696. unimproved This is improved property, known as 47B E. Caldwell, Mount Juliet, TN 37122



Exhibit B - Rezone

47 E Caldwell St. & 47B E Caldwell St.
Map 72I, Group A, Parcels 05.00 & 06.00





MEMORANDUM

Date: August 21, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: 47 & 47B E. Caldwell Street
Rezone
Map – 072I
Group - A
Parcel(s) – 005.00 & 06.00

Request: The property owner requests a rezone approval for their two adjacent properties located at 47 & 47B E. Caldwell Street in District 3.

Analysis: The subject properties are located on the south side of E. Caldwell, just east of NMJR. The properties include a single-family home on each parcel. The request is a zone change from RS-40 to CTC. A summary of the request is below:

REQUEST SUMMARY	Land Use Map Classification	Requested Classification	Current Zoning District	Requested Zoning District
47 & 47B E. Caldwell	Town Center Com.	N/A	RS-40	CTC

Future Land Use Plan: The properties are in the City limits. The City's future land use plan identifies this area as Town Center Commercial. The request for CTC zoning is consistent with the land use plan, so no change is required nor sought.

Zoning: Current zoning is RS-40, requested is CTC, the land use plan is supportive of this request. Adjacent zoning districts are CTC to the west and south and RS-40 to the east and 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 for RS-40 to CTC. The City's land use plan supports the request.

Recommendation: Staff recommends forwarding the rezone request for 47 & 47B E. Caldwell Street from RS-40 to CTC to the Board of Commissioners with a positive recommendation, subject to the conditions below:

Planning and Zoning:

1. All requirements and regulations found in the zoning ordinance pertaining to CTC zoning shall apply to the properties should the rezone be approved by the Board of Commissioners.

Engineering:

1. No Comments Received.

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 #: 1390
11.A.

Agenda Date: 10/27/2025

Agenda #:

Title:

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 19.56 ACRES OF PROPERTY AT 3150 NONAVILLE ROAD, MAP 031, PARCEL 32.01, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 19.56 ACRES OF PROPERTY AT 3150 NONAVILLE ROAD, MAP 031, PARCEL 32.01, THE PROPERTY BEING LOCATED WITHIN THE CITY’S URBAN GROWTH BOUNDARY.

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to annex 19.56 acres of property at 3150 Nonaville Road (map 031, parcel 32.01); 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 September 18, 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 _____ and notice thereof published in the Chronicle of Mt. Juliet on _____; 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 A attached hereto, 19.56 acres at 3150 Nonaville Road (map 31, parcel 32.01), 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 and is further conditioned as shown below:

Planning & Zoning:

1. Should the annexation be approved, the zoning will default to RS-40, and all applicable regulations shall apply to the property.

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 September 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

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:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Luckett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

A tract or parcel of land lying and being in the First Civil District of Wilson County, Tennessee and further described as follow:

Beginning at an iron rod in the north Right of Way of Nonaville Road and marking the southeast corner of Lot 5, Eden's Cove Subdivision as recorded in Plat Book 30, Page 716, Register of Deeds Office of Wilson County, Tennessee,
thence leaving said Right of Way and along the southeast line of said Eden's Cove Subdivision and the United States Army Corp of Engineer property, (High Water Mark of Old Hickory Lake), the following courses and distances: North 05 degrees 21 minutes 56 seconds East a distance of 169.96 feet to an iron rod;
thence North 20 degrees 03 minutes 59 seconds East a distance of 416.66 feet to an iron rod;
thence North 56 degrees 37 minutes 17 seconds East a distance of 995.69 feet to an iron rod;
thence North 17 degrees 33 minutes 24 seconds East a distance of 530.81 feet to an iron rod;
thence North 19 degrees 44 minutes 18 seconds East a distance of 403.90 feet to an iron rod in said southeast line of the United States Army Corp of Engineers property;
thence leaving said United States Army Corp of Engineers property and along northwesterly line of the Cain Family Partnership, LLC property as recorded in Deed Book 862, Page 1832, Register of Deeds Office of Wilson County, Tennessee, the following courses and distances:
South 56 degrees 24 minutes 17 seconds East a distance of 67.43 feet to an iron rod;
thence North 85 degrees 31 minutes 42 seconds East a distance of 254.11 feet to an iron rod;
thence South 00 degrees 31 minutes 36 seconds East a distance of 247.69 feet to an iron rod;
thence South 31 degrees 02 minutes 14 seconds East a distance of 215.80 feet to an iron rod;
thence South 02 degrees 25 minutes 08 seconds West a distance of 317.37 feet to an iron rod;
thence South 56 degrees 37 minutes 51 seconds West a distance of 1680.18 feet to an iron rod;
thence South 01 degrees 42 minutes 52 seconds West a distance of 233.86 feet to an iron rod;
thence South 21 degrees 53 minutes 38 seconds West a distance of 142.07 feet to an iron rod in said north Right of way of Nonaville Road;
thence along said Right of Way and with a curve to the left having an arc length of 130.56 feet, a radius of 213.00 feet, a chord bearing of North 66 degrees 44 minutes 08 seconds West a distance of 128.53 feet to a point;
thence continue along said Right of Way, North 84 degrees 17 minutes 46 seconds West a distance of 115.80 feet to the Point of Beginning and having an area of 21.06 acres, more or less.

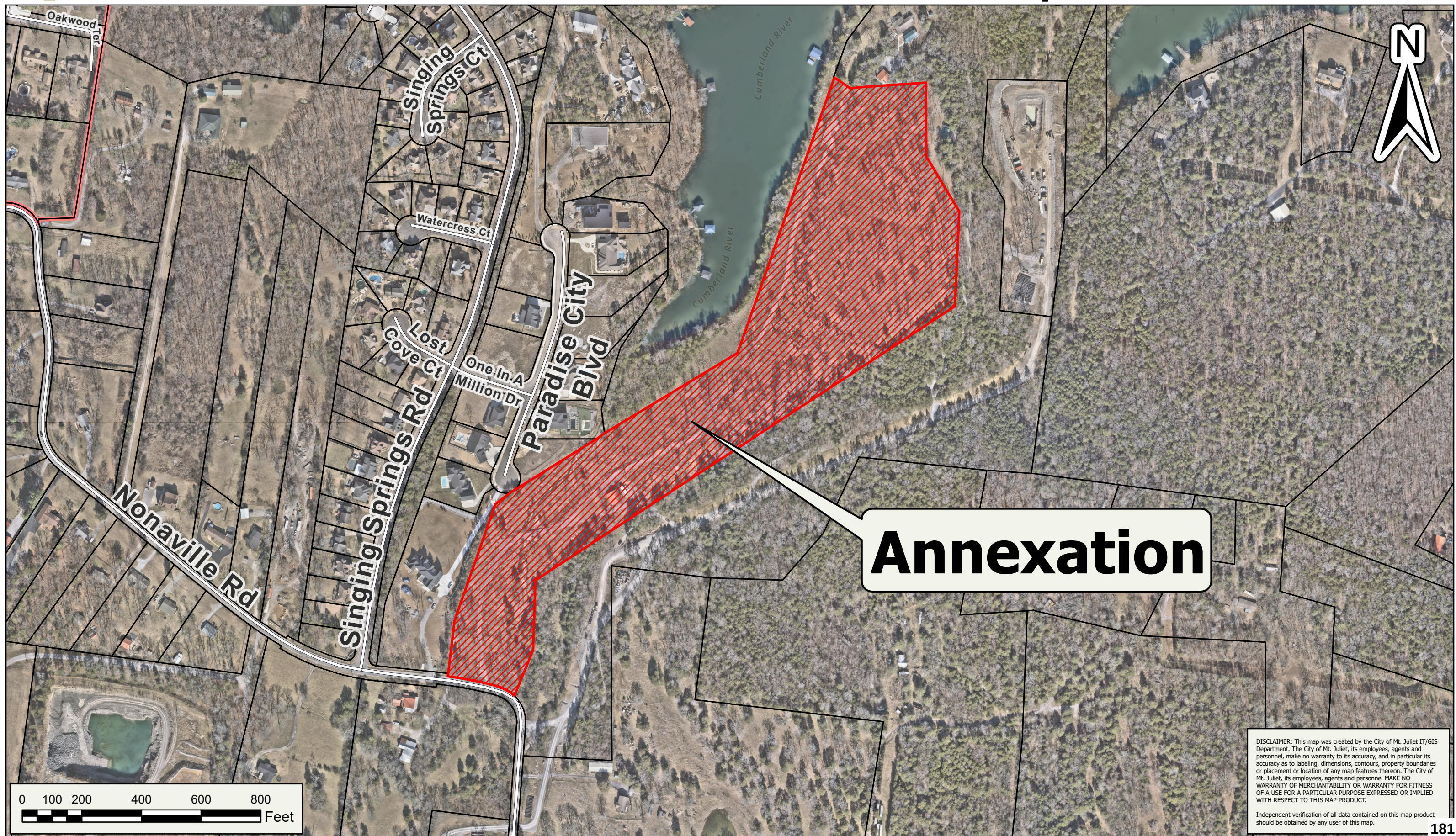
This description is based on a survey by J.R. Faulk, Estes Russell Engineering, Inc., titled "Boundary and Topographic Survey, Kane Cove, LLC Property" dated April 7, 2022.





Exhibit B- Annexation

3150 Nonaville Rd
Map 031, Parcel 032.01





MEMORANDUM

Date: September 18, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: 3150 Nonaville Rd
Annexation
Map – 031
Parcel – 032.01

Request: Requested by Amani Kelly, on behalf of the owner Kane Cove LLC., the applicant is requesting approval for annexation of 19.56 acres at 3150 Nonaville Road, for a proposed subdivision and access to sewer.

Description: The subject property is approximately 19.56 acres, on one parcel on the north side of Nonaville Road, just east of the Singing Springs subdivision. The property is located within the City's urban growth boundary. The property is currently in Wilson County's jurisdiction and is zoned R-1. The applicant has previously met with staff in regard to a possible subdivision at this location, however no formal proposals have been provided at this time. The annexation would give the applicant the ability to access city sewer, if a subdivision is proposed in the future.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
3150 Nonaville	Medium Density Residential	N/A	Wilson Co. R-1	RS-40 Default

Future Land Use Plan: The City's Future Land Use map identifies the property as medium density residential. Adjacent future land use classifications are also shown as medium density residential. 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 has not requested a rezone, if annexed it would default to RS-40 zoning.

Annexation: The property is located within the City's urban growth boundary. City limits are across Nonaville Road, approximately 2,700 feet from the subject site at the Royal Oaks subdivision. A plan of services is included.

Plan of Services: A plan of services will be included with the annexation should it be approved.

Summary: The reason for this request is to gain access to the City sewer system for a possible single family residential subdivision. The area is served by City sewer, approximately 830 feet to the direct south, across Nonaville Road. The site is within the City's UGB. The property will default to RS-40 zoning.

Recommendation: Staff recommends a positive recommendation to the Board of Commissioners for the annexation of 3150 Nonaville Road, subject to any conditions as noted below.

Planning and Zoning:

1. Should the annexation be approved, the zoning will default to RS-40 and all applicable regulations shall apply to the property.

Engineering:

1. No Comments

WWUD:

1. No Comments Received.

Wilson County Schools:

1. No Comments Received

RESOLUTION - 2025

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS KANE COVE, LOCATED AT 3150 NONAVILLE ROAD MAP 031 PARCEL 032.01, 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 known as Kane Cove located at 3150 Nonaville 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 3150 NONAVILLE 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:

RESOLUTION - 2025

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: RS-40.

J. Street Lighting

RESOLUTION - 2025

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:

Sheila S. Lockett, MMC, 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 #: 1391
11.B.

Agenda Date: 10/27/2025

Agenda #:

Title:

AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 6600 CENTRAL PIKE,
APPROXIMATELY 8.21 ACRES, MAP 097, PARCEL 018.00 FROM RS-40 TO CMU.

ORDINANCE NO. _____

AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 6600 CENTRAL PIKE, APPROXIMATELY 8.21 ACRES, MAP 097, PARCEL 018.00 FROM RS-40 TO CMU.

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 September 18, 2025, and forwarded a positive recommendation (5-1-0) 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 _____, 2025 and notice thereof published in the Chronicle of Mt. Juliet on _____; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the property located at 6600 Central Pike, map 097, parcel 018.00, from RS-40, low density residential, to CMU, commercial mixed use.

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, be and is hereby amended, and altered by rezoning a certain parcel of real property located at 6600 Central Pike, map 097, parcel 018.00, from RS-40, low density residential, to CMU, commercial mixed use (Exhibit B), subject to the conditions below:

Planning and Zoning:

1. All requirements and regulations found in the zoning ordinance pertaining to CMU 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

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.

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:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A

Land lying in the 25th Civil District of Wilson County, Tennessee, described according to a survey of the James Haines Subdivision dated August 8, 1979 by Gary R. Cummings, Registered Land Surveyor, and more particularly described as follows:

Beginning at an iron pin located on the southerly margin of Central Pike and being the northwest corner of the property herein conveyed, and Wyatt's northeast corner, thence south 7 degrees 21 minutes west 305.5 ft. to a concrete highway monument lying on the northerly margin of the right-of-way of Interstate 40, thence along the northerly margin of said right-of-way, south 86 degrees 14 minutes east 640.7 ft. to an iron pin, thence continuing along the northerly margin of said right-of-way along a curve with a radius of 5,579.6 ft., an arc distance of 899.4 ft. to a concrete highway monument, thence in a northwesterly direction along a curve having a radius of 460.9 ft., an arc distance of 176.8 ft. to an iron pin, thence, north 16 degrees 43 minutes east 23.7 ft. to an iron pin on the center line of the Old Central Pike. Thence along the center line of the Old Central Pike north 77 degrees 48 minutes west 221.8 ft. to an iron pin, thence continuing along the center line of the Old Central Pike north 82 degrees 44 minutes west 355.8 ft. to an iron pin, thence along the southerly margin of the right-of-way of the existing Central Pike and along a curve having a radius of 606.2 ft., an arc distance of 201.7 ft. to an iron pin, thence continuing along the southerly margin of said right-of-way north 81 degrees 21 minutes west 50 ft. to an iron pin, thence along the southerly margin of Central Pike, north 81 degrees 21 minutes west, 566.8 ft. to the point of beginning and continuing 8.21 acres more or less.

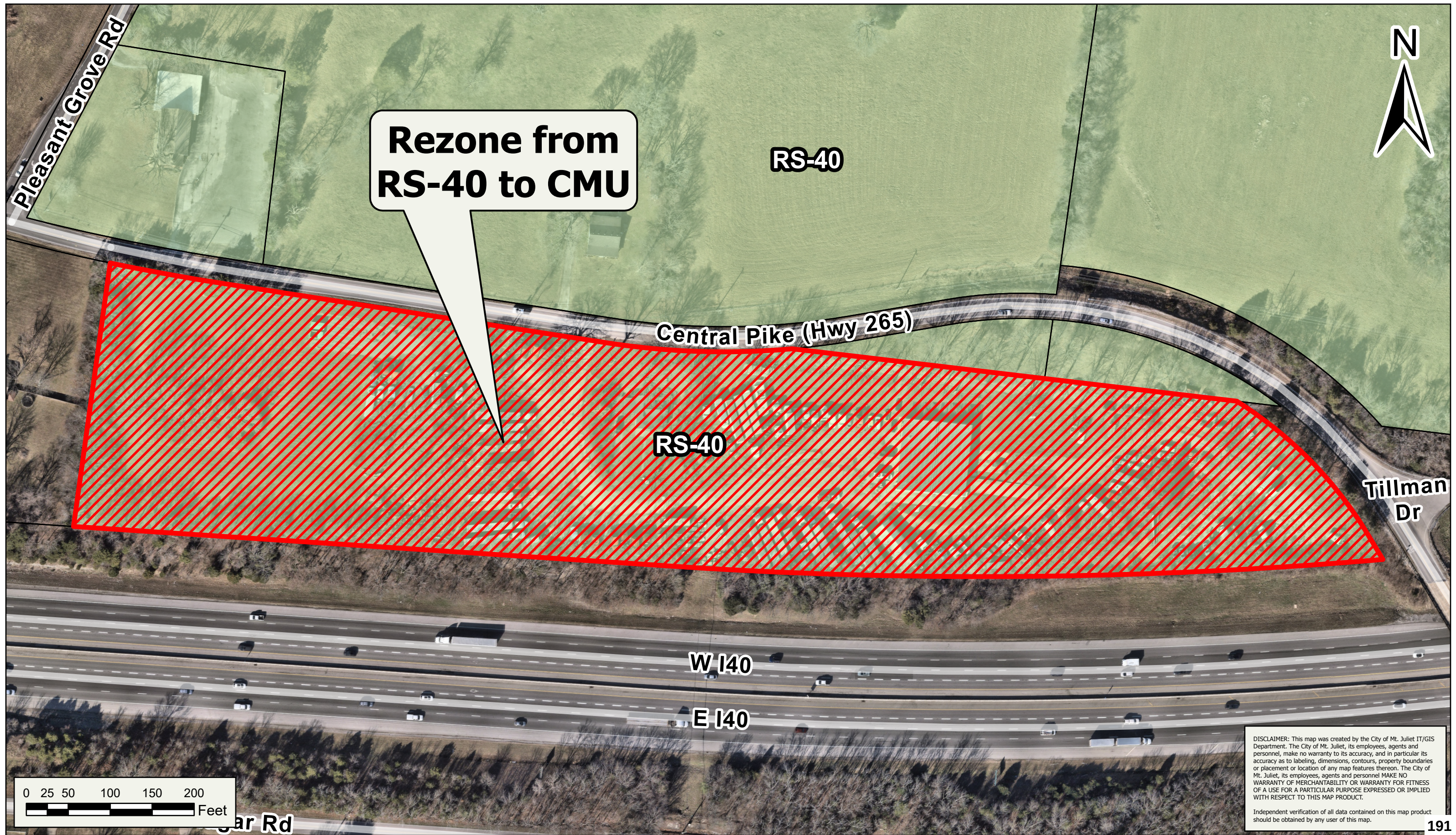
Being the same property conveyed to Janice Fay Baltimore by Administrator's Quitclaim Deed from James Huett, Administrator for the Estate of James Thomas Haines, dated December 10, 2014 and of record in Book KO , Page 24 , Register's Office for Wilson County, Tennessee.

This is IMPROVED property known as 6600 & 6670 Central Pike, Mt. Juliet, Tennessee 37122.



Exhibit B- Rezone

6600 Central Pike
Map 097, Parcel 018.00





MEMORANDUM

Date: September 18, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: 6600 Central Pike
Rezone
Map – 097
Parcel – 018.00

Request: The property owner, James Huett, requests a rezone approval for the property located at 6600 Central Pike in District 3.

Analysis: The subject property is located on the south side of Central Pike, abutting Interstate I-40 and is just to the east of Pleasant Grove Road and west of the Central Pike overpass. The property currently houses a large shop and multiple tractor trailers, and various automobiles. The request is a zoning change from RS-40, low density residential, to CMU, commercial mixed use.

REQUEST SUMMARY	Land Use Map Classification	Requested Classification	Current Zoning District	Requested Zoning District
6600 Central Pk.	Mixed Use	N/A	RS-40	CMU

Future Land Use Plan: This property is in the City limits. The City's future land use plan identifies this area as mixed use. The request CMU zoning is consistent with the land use plan, so no change is required nor sought.

Zoning: Current zoning is RS-40, requested is CMU. The land use plan is supportive of this request. Adjacent zoning districts include RS-20 to the east and RS-40 to the north. The adjacent property to the west is Wilson County and directly due south is I-40.

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 CMU, commercial mixed use, zoning at 6600 Central Pike. The City's land use plan supports this request, having a mixed use designation in this area.

Recommendation: Staff recommends forwarding the rezone request for 6600 Central Pike to the Board of Commissioners with a positive recommendation, subject to the conditions below.

Planning and Zoning:

1. All requirements and regulations found in the zoning ordinance pertaining to CMU 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 #: 1392
11.C.

Agenda Date: 10/27/2025

Agenda #:

Title:

AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 1316 CLEARVIEW DRIVE,
APPROXIMATELY 1 ACRE, MAP 077H, GROUP C, PARCEL 002.00, FROM OPS TO CTC.

ORDINANCE NO. _____

AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 1316 CLEARVIEW DRIVE, APPROXIMATELY 1 ACRE, MAP 077H, GROUP C, PARCEL 002.00, FROM OPS TO CTC.

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 September 18, 2025, and forwarded a positive recommendation (5-1-0) 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 _____, 2025 and notice thereof published in the Chronicle of Mt. Juliet on _____; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the property located at 1316 Clearview Drive, approximately 1 acre, map 077, group C, parcel 002.00, from OPS, office and professional services, to CTC, commercial town center.

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, be and is hereby amended, and altered by rezoning a certain parcel of real property located at 1316 Clearview Drive, approximately 1 acre, map 077, group C, parcel 002.00, from OPS, office and professional services, to CTC, commercial town center (Exhibit B), subject to the conditions below:

Planning and Zoning:

1. All requirements and regulations found in the zoning ordinance pertaining to CTC 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

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.

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:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description, Clearview Station

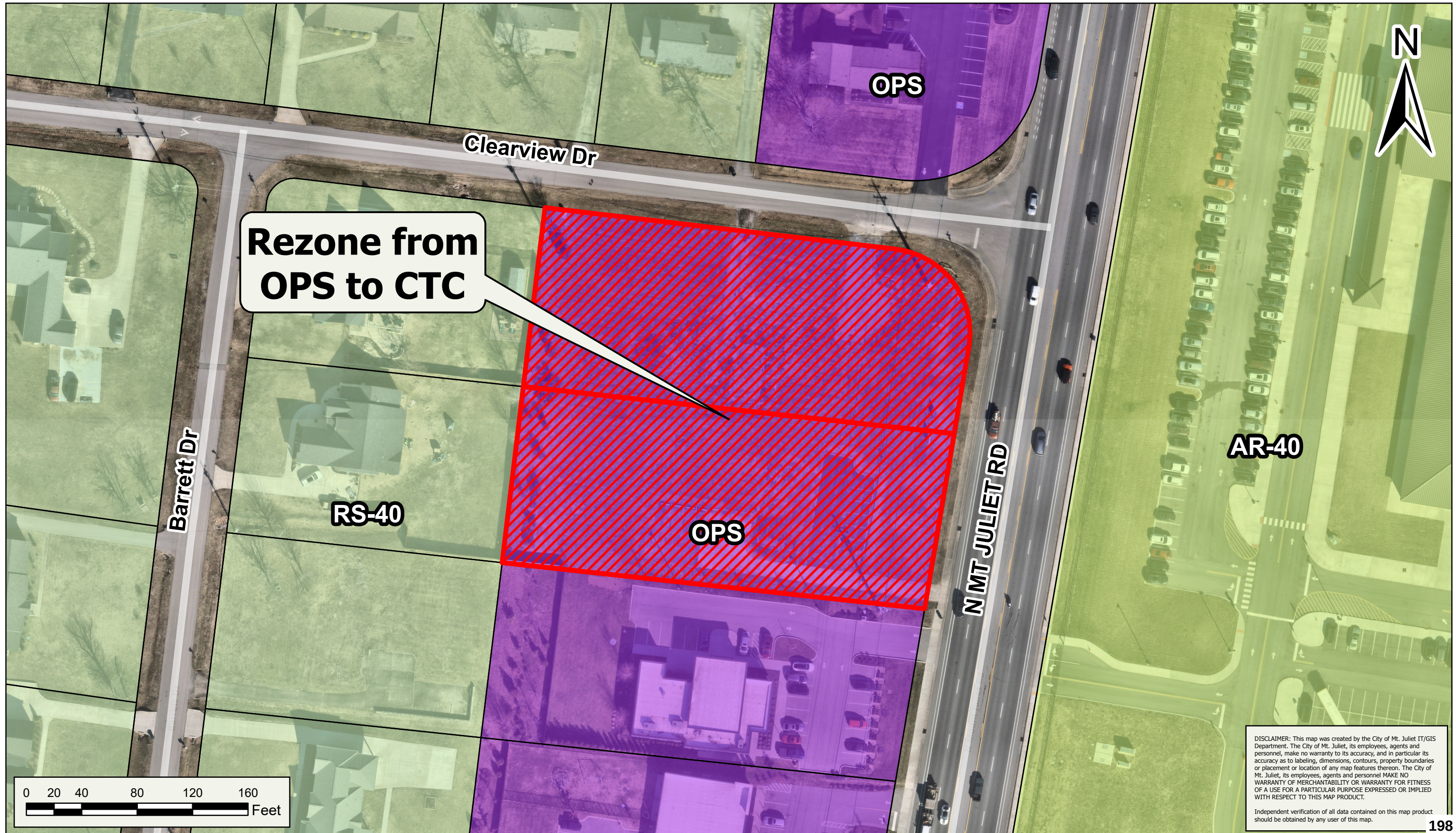
Land in the 25th Civil District of Wilson County, Tennessee, being Lot No. 100 on the Plan of Clearview Estates, Section 2, as of record in Plat Book 6, Page 25, Register's Office for said County, to which Plan reference is made for a complete description of said lot. Being the same property conveyed to James J. Lemmons and wife, Gloria Jean Lemmons by Deed dated October 15, 1973 from Castleman Construction Company, a Tennessee Corporation, recorded October 17, 1973, in Book 254, Page 388, in the Official Records of Wilson County, Tennessee.

Land in Wilson County, Tennessee, being Lot No. 101, on the Plan of Clearview Estates, Section 2, of record in Plat Book 6, Page 25, in the Register's Office for Wilson County, Tennessee to which plan reference is hereby made for a more complete description. Being the same property conveyed to RUSSELL KIRK, a single man, and ANN-MARIE SUTHERLAND, a single woman, with right of survivorship, by Warranty Deed from Dean H. Ligon and wife, Betty Grace Ligon, dated December 15, 2006, and of record in Book 1221, Page 1878, in the Register's Office for WILSON County, Tennessee. This description is the same as in the prior deed. This is not the principal residence of the Grantor. THIS IS UNIMPROVED PROPERTY more commonly known as 904 N MT. JULIET ROAD, MOUNT JULIET, TN 37122.



Exhibit B- Rezone

1316 Clearview Dr & 904 N Mt. Juliet Rd
Map 077H, Group C, Parcel 002.00 & 003.00





MEMORANDUM

Date: September 18, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: 1316 Clearview Drive
Rezone
Map – 077
Parcel – 002.00 & 003.00

Request: Mr. Ken Powers of CRS Nashville, the property owner, requests rezone approval for the property located at 1316 Clearview Drive in District 3.

Analysis: The subject property is located on the corner of Clearview Drive and North Mt. Juliet Road and is directly across the street from West Wilson Middle School. The property currently is undeveloped and previously was utilized as a residence prior to the 2020 tornado. The request is a zoning change from OPS to CTC.

REQUEST SUMMARY	Land Use Map Classification	Requested Classification	Current Zoning District	Requested Zoning District
1316 Clearview Dr.	Neighborhood Commercial	N/A	OPS	CTC

Future Land Use Plan: This property is in the City limits. The City's future land use plan identifies this area as neighborhood commercial. The request for CTC zoning is consistent with the land use plan, so no change is required nor sought.

Zoning: Current zoning is OPS, requested as CTC, the land use plan is supportive of this request. Adjacent zoning districts include OPS to the north and south, along with RS-40 to the east and AR-40 to the west.

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 for OPS, office and professional service, to CTC, commercial town center, zoning at 1316 Clearview Drive. The City's land use plan supports this request.

Recommendation: Staff recommends forwarding the rezone request for 1316 Clearview Drive to the Board of Commissioners with a positive recommendation, subject to the conditions below.

Planning and Zoning:

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

Engineering:

1. No Comments Received.

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 #: 1393
11.D.

Agenda Date: 10/27/2025

Agenda #:

Title:

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 6.58 ACRES OF PROPERTY AT 2964 OLD LEBANON DIRT ROAD, MAP 073, PARCEL 64.05, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 6.58 ACRES OF PROPERTY AT 2964 OLD LEBANON DIRT ROAD, MAP 073, PARCEL 64.05, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to annex 6.58 acres of property at 2964 Old Lebanon Dirt Road, map 073, parcel 64.05; 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 September 18, 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 _____ and notice thereof published in the Chronicle of Mt. Juliet on _____; 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 A attached hereto, 6.58 acres of property at 2964 Old Lebanon Dirt Road, map 073, parcel 64.05, 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 and is further conditioned as shown below:

Planning & Zoning:

1. Should the property be annexed it shall default to RS-40 zoning and be subject to any regulations applicable to RS-40 zoning.

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 September 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

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:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

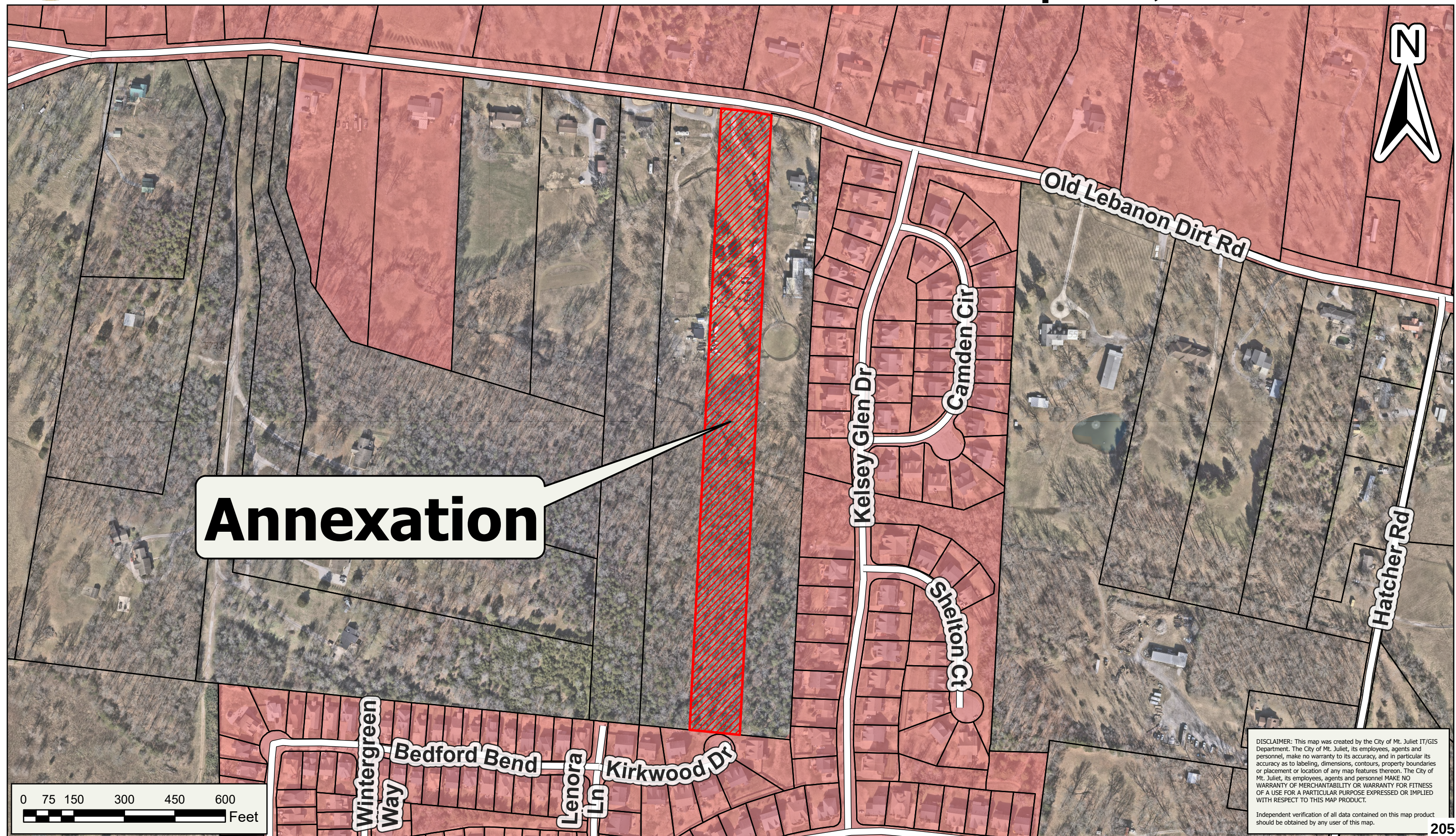
Exhibit A – Legal Description, 2964 Old Lebanon Dirt Rd

A parcel of land located in the 25th Civil District Wilson County Tennessee, being bounded on the North by the Southerly margin of Old Lebanon Dirt Road, on the East by Curtis Cargile at Deed Book 1099, page 1802, ROWCT, on the south by Larry Kent, at Deed Book 425, page 615, ROWCT, on the West by James Beam at Deed Book 1087, page 2225, ROWCT, and being more particularly described as follows: Beginning at an iron pin found on the Southerly margin of Old Lebanon Dirt Road at the Northwest corner of Curtis Cargile and being the Northeast corner to the parcel of land described hereon, said point being the point of beginning; thence with Curtis Cargile's West line, South 04 degrees 17 minutes 56 seconds West, a distance of 1854.90 feet to an iron pin set; thence with Kent's North line, 83 degrees 29 minutes 02 seconds West, a distance of 155.59 feet to an iron pin found; thence with the East line of Beam's East line, 04 degrees 29 minutes 35 seconds East, a distance of 2858.76 feet to an iron pin found at the Southerly margin of OIP Lebanon Dirt Road; thence with said Southerly margin, South 81 degrees 54 minutes 50 seconds East, a distance of 149.50 feet to the point of beginning; said described tract containing 6.49 Acres, more or less. Being the same property conveyed to Curtis Wayne Cargile and wife, Verna Cargile by Quitclaim deed from Micori Properties, LLC of record in Book 1362, page 1309, Register's Office for Wilson County, Tennessee, dated September 05, 2008 and recorded on July 10, 2009. The said Verna Cargile predeceased Curtis Wayne Cargile leaving him as surviving tenant by the entirety. Curtis Wayne Cargile died on November 23, 2019 and his Will was entered in case No. 2020PR6 in the Probate Court for Wilson County, Tennessee. The Executor, Thomas Wayne Cargile, was granted authority to convey real property under the probated Will. This is unimproved property known as: 2964 Old Lebanon Dirt Road, Mt. Juliet,



Exhibit B- Annexation

2964 Old Lebanon Dirt Rd
Map 073, Parcel 064.05





MEMORANDUM

Date: September 18, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: 2964 Old Lebanon Dirt Road
Annexation
Map – 073
Parcel – 064.05

Request: Requested by Mariellen Hale, the property owner. The applicant is requesting approval for annexation of 6.58 acres at 2964 Old Lebanon Dirt Road for access to City sewer.

Description: The subject property is approximately 6.58 acres, on one parcel on the south side of Old Lebanon Dirt Rd, just east of the Kelsey Glen subdivision. The property is located within the City's urban growth boundary. The property is currently in Wilson County's jurisdiction and is zoned R-1. The annexation would give the applicant the ability to access city sewer.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
2964 Old Lebanon Dirt Rd.	Medium Density Residential	N/A	Wilson Co. R-1	RS-40 Default

Future Land Use Plan: The City's Future Land Use map identifies the property as medium density residential. Adjacent future land use classification to the east, west and south is medium density residential, and low density residential to the north. The applicant does not wish to nor need to change the future land designation.

Zoning: Current zoning is Wilson County R-1. The applicant has not requested a rezone, if annexed, it would default to RS-40 zoning.

Annexation: The property is located within the City's urban growth boundary. City limits are surrounding the property to the north, and approximately two properties to the east with the Kelsey Glen subdivision.

Plan of Services: A plan of services is included.

Summary: The reason for this request is to gain access to the City's sewer system. The area is served by City sewer, to the due east, approximately 564 feet inside the Kelsey Glen subdivision. The site is within the City's UGB.

Recommendation: Staff recommends a positive recommendation to the Board of Commissioners for the annexation of 2964 Old Lebanon Dirt Road, subject to any conditions as noted below.

Planning and Zoning:

1. Should the property be annexed it shall default to RS-40 zoning and be subject to any regulations applicable to RS-40 zoning.

Engineering:

1. No Comments.

WWUD:

1. No Comments Received.

Wilson County Schools:

1. No Comments Received.

RESOLUTION - 2025

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE HALE PROPERTY, LOCATED AT 2964 OLD LEBANON DIRT ROAD MAP 073 PARCEL 064.05, 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 Hale Property located at 2964 Old Lebanon Dirt 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 2964 OLD LEBANON DIRT 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.

RESOLUTION - 2025

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: RS-40.

RESOLUTION - 2025

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:

Section 1. 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.

Section 2. 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.

Section 3. This resolution shall take effect on the earliest date allowed by law.

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, MMC, 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 #: 1396
11.E.

Agenda Date: 10/27/2025

Agenda #:

Title:

AN ORDINANCE TO AMEND THE LAND USE PLAN FOR 12.29 ACRES OF PROPERTY KNOWN AS HAMILTON RESERVE ON LEBANON ROAD, MAP 053, PARCEL 44.01, FROM MEDIUM DENSITY RESIDENTIAL TO THOROUGHFARE COMMERCIAL

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE LAND USE PLAN FOR 12.29 ACRES OF
PROPERTY KNOWN AS HAMILTON RESERVE ON LEBANON ROAD, MAP 053,
PARCEL 44.01, FROM MEDIUM DENSITY RESIDENTIAL TO THOROUGHFARE
COMMERCIAL**

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of September 18, 2025, and forwarded a positive recommendation (5-1-0) to the Board of Commissioners; and

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

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to amend the land use plan for property on Lebanon Road, map 053, parcel 44.01, from medium density residential to thoroughfare commercial; and

WHEREAS, the property described herein is entirely within the Mt. Juliet urban growth boundary.

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. LAND USE PLAN AMENDMENT. The land use plan for the property on Lebanon Road, map 053, parcel 44.01 and described in Exhibit A is hereby amended from medium density residential to thoroughfare commercial as shown in Exhibit B.

Section 2. PLANNING COMMISSION RECOMMENDATION. This matter was considered by the Planning Commission and received a positive recommendation (5-1-0) in a regular meeting held on September 18, 2025.

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

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:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Luckett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description

From the POINT OF BEGINNING; Thence, S 58° 55' 08" W for a distance of 583.79 feet to a point on a line.

Thence, N 08° 23' 46" E for a distance of 159.94 feet to a point on a line.

Thence, N 08° 33' 06" E for a distance of 499.72 feet to a point on a line.

Thence, N 08° 26' 28" E for a distance of 651.98 feet to a point on a line.

Thence, N 81° 24' 59" W for a distance of 273.06 feet to a point on a line.

Thence, N 08° 47' 18" E for a distance of 49.85 feet to a point on a line.

Thence, S 81° 28' 28" E for a distance of 272.79 feet to a point on a line.

Thence, S 81° 24' 04" E for a distance of 439.28 feet to a point on a line.

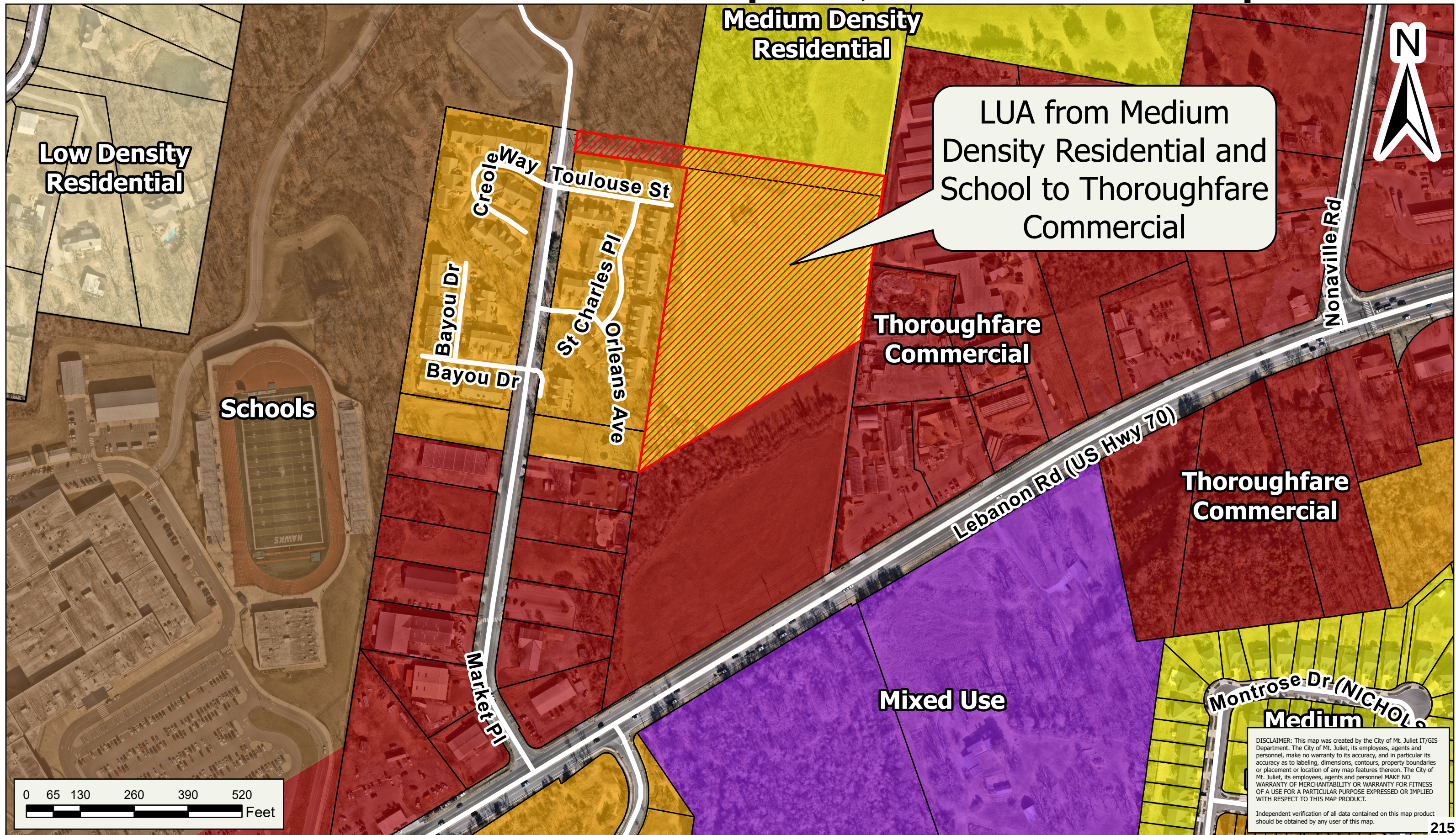
Thence, S 08° 49' 01" W for a distance of 221.93 feet to a point on a line.

thence S 07° 34' 22" W a distance of 767.21 feet to the POINT OF BEGINNING;



Exhibit B- LUA

Hamilton Reserve Map 053, Parcels 044.01 & p/o 044.00





MEMORANDUM

Date: September 18, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Hamilton Reserve, Lots 1 and 2
Land Use Amendment and Rezone
Map – 053
Parcel - 044.01

Request: Jake Porter with Heritage Civil on behalf of their client, Hamilton Reserve Partners, LLC., seeks a land use map amendment and rezone for the property located on Lebanon Road, within District 1.

Description: The property consists of one lot, with a total of 12.29 acres. An associated final plat is also on this agenda with lot one at 4.13 acres and lot two consisting of 8.16 acres. The property is currently undeveloped. The current zoning is CG, one the south portion of the lot and RS-40, low density residential, to the north. The land use map identifies the southern portion of the lot as thoroughfare commercial and the remainder of the lot as medium density residential. The applicant has requested thoroughfare commercial for the entirety of the site, with proposed zoning, for lot one of the associated plat, CG (existing) and CRC, commercial retail center, for lot two. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Hamilton Reserve	Lot one – Thoroughfare Commercial Lot two – Medium Density Residential	Thoroughfare Commercial	Lot one – CG, commercial general (existing) Lot two – RS-40, single family residential	Lot one – CG, commercial general (existing) Lot two – CRC, commercial retail center

Future Land Use Plan: The City's future land use map identifies the area of lot one, as thoroughfare commercial and lot two as medium density residential. The future land use does not support the request to change the land use of lot two to thoroughfare commercial. Surrounding land uses include medium and high density residential, along with thoroughfare commercial and mixed use.

Zoning: The applicant has requested a zoning change on lot two, from RS-40 to CRC, commercial retail center. There has been no request to change lot one which is currently CG, commercial general.

Findings: In reviewing the requested zoning actions, staff finds the request DOES NOT AGREE with all of the following findings, as contained in the zoning ordinance. The proposed rezone:

1. *Is NOT 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 City's land use plan does not support this request for lot two, however, lot one has a current land use of thoroughfare commercial, and there is thoroughfare commercial surrounding this lot to the immediate east and parallel alongside Lebanon Road. The zoning request for lot two, is consistent with recent approvals of continuing the commercial district along the Lebanon Road corridor and is a less intensive commercial district than what is currently on lot one.

Recommendation: While staff generally follows the land use plan, staff recommends a positive recommendation of the land use plan amendment as the remainder of front parcel of this development is currently thoroughfare commercial and the surrounding land use map identifies this area along the Lebanon Road corridor as thoroughfare commercial. Staff also recommends forwarding the rezone request to the Board of Commissioners with a positive recommendation.

Planning and Zoning:

1. All requirements of CRC zoning shall be adhered to 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 #: 1397
11.F.

Agenda Date: 10/27/2025

Agenda #:

Title:

AN ORDINANCE TO REZONE PROPERTY LOCATED ON LEBANON ROAD, APPROXIMATELY 12.29 ACRES, MAP 053, PARCEL 044.01 FROM RS-40 TO CRC.

ORDINANCE NO. _____

**AN ORDINANCE TO REZONE PROPERTY LOCATED ON LEBANON ROAD,
APPROXIMATELY 12.29 ACRES, MAP 053, PARCEL 044.01 FROM RS-40 TO CRC.**

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 September 18, 2025, and forwarded a positive recommendation (5-1-0) 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 _____, 2025 and notice thereof published in the Chronicle of Mt. Juliet on _____; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone 12.29 acres of property located on Lebanon Road, map 053, parcel 44.0, 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, 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 12.29 acres of property located on Lebanon Road, map 053, parcel 44.0, from RS-40, low density residential, to CRC, commercial retail center(Exhibit B), subject to the conditions below:

Planning and Zoning:

1. All requirements of CRC zoning shall be adhered to 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

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.

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:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description

From the POINT OF BEGINNING; Thence, S 58° 55' 08" W for a distance of 583.79 feet to a point on a line.

Thence, N 08° 23' 46" E for a distance of 159.94 feet to a point on a line.

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Thence, N 08° 26' 28" E for a distance of 651.98 feet to a point on a line.

Thence, N 81° 24' 59" W for a distance of 273.06 feet to a point on a line.

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Thence, S 81° 28' 28" E for a distance of 272.79 feet to a point on a line.

Thence, S 81° 24' 04" E for a distance of 439.28 feet to a point on a line.

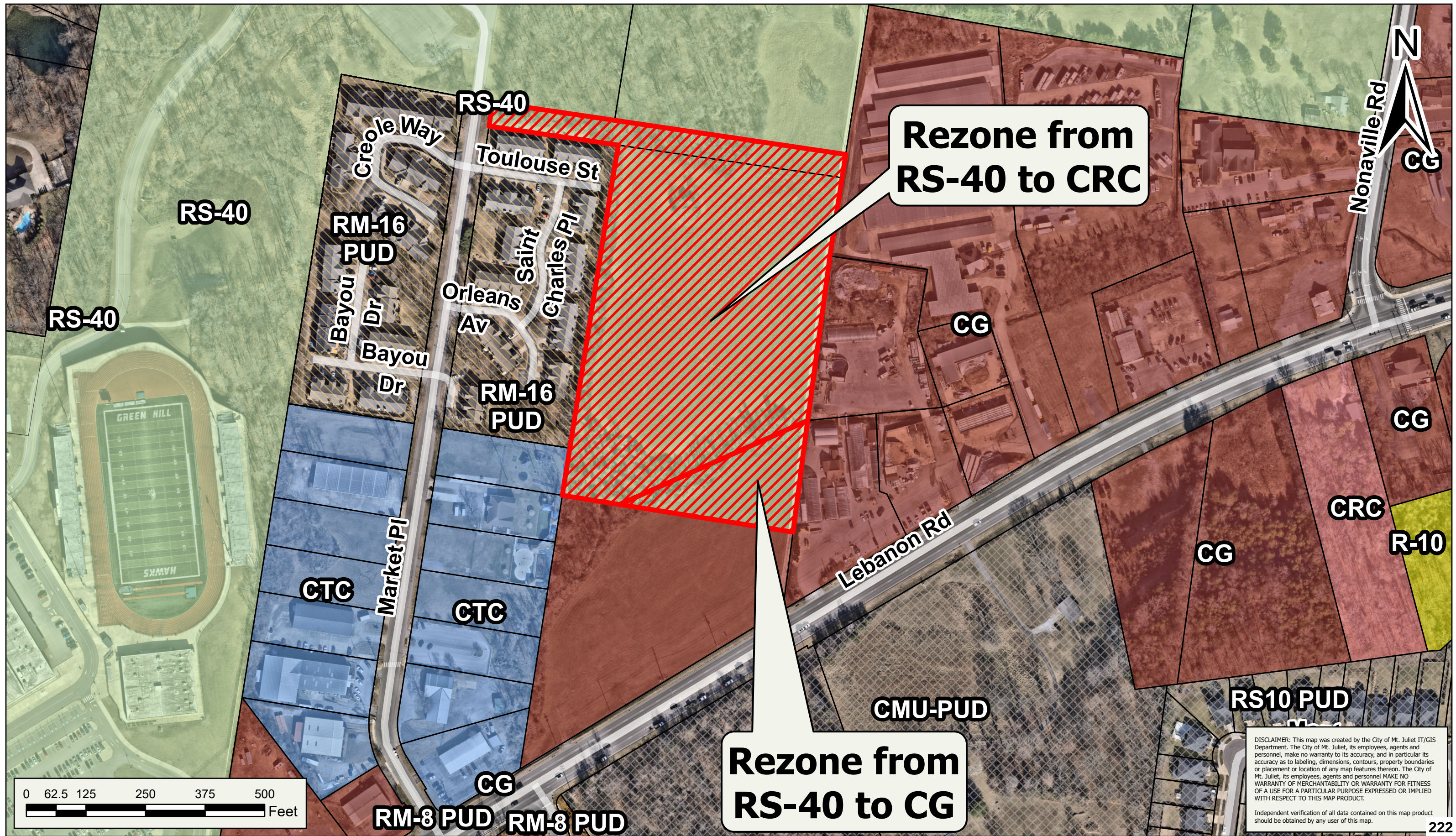
Thence, S 08° 49' 01" W for a distance of 221.93 feet to a point on a line.

thence S 07° 34' 22" W a distance of 767.21 feet to the POINT OF BEGINNING;



Exhibit B- Rezone

Hamilton Reserve
Map 053, Parcels 044.01 & p/o 044.00





M E M O R A N D U M

Date: September 18, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Hamilton Reserve, Lots 1 and 2
Land Use Amendment and Rezone
Map – 053
Parcel - 044.01

Request: Jake Porter with Heritage Civil on behalf of their client, Hamilton Reserve Partners, LLC., seeks a land use map amendment and rezone for the property located on Lebanon Road, within District 1.

Description: The property consists of one lot, with a total of 12.29 acres. An associated final plat is also on this agenda with lot one at 4.13 acres and lot two consisting of 8.16 acres. The property is currently undeveloped. The current zoning is CG, one the south portion of the lot and RS-40, low density residential, to the north. The land use map identifies the southern portion of the lot as thoroughfare commercial and the remainder of the lot as medium density residential. The applicant has requested thoroughfare commercial for the entirety of the site, with proposed zoning, for lot one of the associated plat, CG (existing) and CRC, commercial retail center, for lot two. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Hamilton Reserve	Lot one – Thoroughfare Commercial Lot two – Medium Density Residential	Thoroughfare Commercial	Lot one – CG, commercial general (existing) Lot two – RS-40, single family residential	Lot one – CG, commercial general (existing) Lot two – CRC, commercial retail center

Future Land Use Plan: The City’s future land use map identifies the area of lot one, as thoroughfare commercial and lot two as medium density residential. The future land use does not support the request to change the land use of lot two to thoroughfare commercial. Surrounding land uses include medium and high density residential, along with thoroughfare commercial and mixed use.

Zoning: The applicant has requested a zoning change on lot two, from RS-40 to CRC, commercial retail center. There has been no request to change lot one which is currently CG, commercial general.

Findings: In reviewing the requested zoning actions, staff finds the request DOES NOT AGREE with all of the following findings, as contained in the zoning ordinance. The proposed rezone:

1. *Is NOT 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 City's land use plan does not support this request for lot two, however, lot one has a current land use of thoroughfare commercial, and there is thoroughfare commercial surrounding this lot to the immediate east and parallel alongside Lebanon Road. The zoning request for lot two, is consistent with recent approvals of continuing the commercial district along the Lebanon Road corridor and is a less intensive commercial district than what is currently on lot one.

Recommendation: While staff generally follows the land use plan, staff recommends a positive recommendation of the land use plan amendment as the remainder of front parcel of this development is currently thoroughfare commercial and the surrounding land use map identifies this area along the Lebanon Road corridor as thoroughfare commercial. Staff also recommends forwarding the rezone request to the Board of Commissioners with a positive recommendation.

Planning and Zoning:

1. All requirements of CRC zoning shall be adhered to 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 #: 1399
11.G.

Agenda Date: 10/27/2025

Agenda #:

Title:

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 10 ACRES OF PROPERTY AT WATERMARK WAY, MAP 073, P/O PARCEL 021.00, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 10 ACRES OF PROPERTY AT WATERMARK WAY, MAP 073, P/O PARCEL 021.00, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to annex 10 acres of property at Watermark Way (map 073, p/o parcel 021.00); 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 September 18, 2025, and forwarded a positive recommendation (Vote 5-1-0) 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 _____; 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 A attached hereto, 10 acres of property at Watermark Way (map 073, p/o parcel 021.00); 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 (5-1-0) in a regular meeting held on September 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

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:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Luckett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description

From the POINT OF BEGINNING; Thence, S 07° 38' 03" W for a distance of 439.70 feet to a point on a line.

Thence, S 07° 38' 04" W for a distance of 86.94 feet to a point on a line.

Thence, S 08° 19' 15" W for a distance of 84.33 feet to a point on a line.

Thence, N 82° 30' 00" W for a distance of 701.48 feet to a point on a line.

Thence, N 10° 05' 15" E for a distance of 53.59 feet to a point on a line.

Thence, N 11° 04' 45" E for a distance of 130.84 feet to a point on a line.

Thence, N 08° 13' 12" E for a distance of 182.52 feet to a point on a line.

Thence, N 10° 44' 55" E for a distance of 125.12 feet to a point on a line.

Thence, N 08° 57' 48" E for a distance of 159.44 feet to a point on a line.

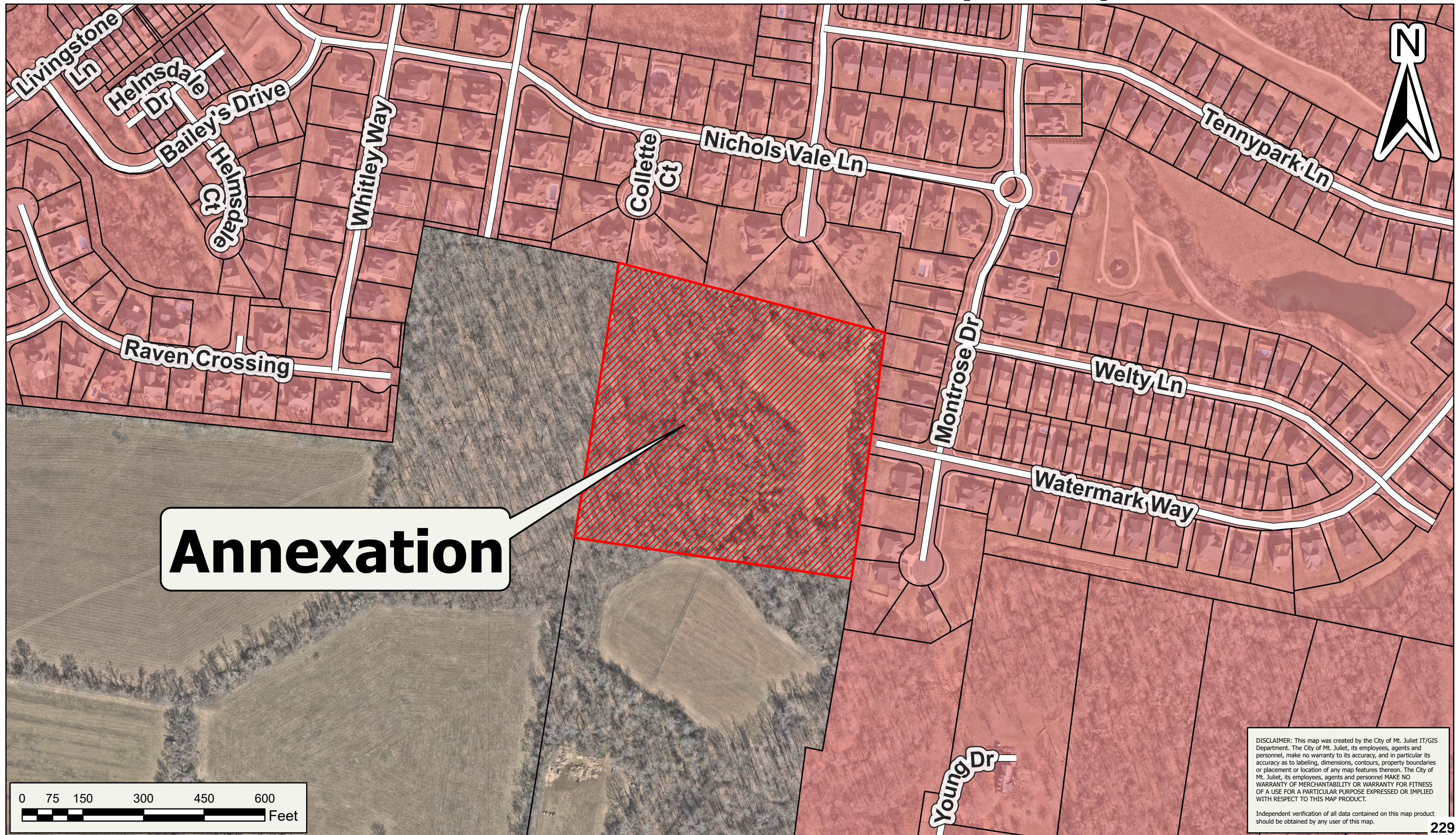
Thence, S 79° 18' 51" E for a distance of 212.11 feet to a point on a line.

thence S 79° 03' 13" E a distance of 468.94 feet to the POINT OF BEGINNING;



Exhibit B- Annexation

Tate's Landing Map 073, p/o Parcel 021.00





MEMORANDUM

Date: September 18, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Tate's Landing
Annexation, Rezone and Concept Plan
Variable Lot Subdivision
Map – 073
Part of Parcel - 021.00

Request: Jake Porter with Heritage Civil, on behalf of his client Ripple Creek, LLC., seeks annexation, plan of services, rezone and concept plan approval for a variable lot subdivision on Watermark Way in District 1.

History: The property consists of approximately 10.00 acres (432,752 sf) on Watermark Way, which abuts the Nichols Vale property to the north, just east of Tate Lane. This is currently undeveloped agricultural land. The applicant wishes to develop a 17 lot variable lot subdivision with a base zoning of RS-20. A concept plan has been submitted with this application. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Tate's Landing	Medium Density Residential	N/A	Wilson County R-1	RS-20 Variable Lot

Future Land Use Plan: The City's future land use map identifies the area as medium density residential. Adjacent future land use classifications are both medium and low density residential. The applicant does not wish nor need to change the future land use designation.

Zoning: The current zoning is Wilson County R-1. The applicant is seeking RS-20, medium density residential, 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.

Plan of Service: 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 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.*

Concept Plan: The concept plan proposes 17 lots on 10 acres for a density of 1.7 units/acre (2.2 units/acre permitted with RS-20 base zoning). The minimum lot size is 15,000sf and the average lot size is 16,750sf. The bulk regulations for variable lot subdivisions are adhered to, except the waiver request described below. Lot coverage is not to exceed 45% and floor coverage per lot is indicated as at least 3,000sf.

Improved open space totals 1.02 acres (10.24% of the development site) and includes a playground, dog park and walking trails. A mail kiosk is proposed and a detail is provided and acceptable. Streetlights are required per ordinance 25-24. Four parallel on street parking spaces are provided in front of the playground and amenity area. Sidewalk is provided on both sides of all streets.

5-104.4 Residential Design Guidelines: The supplied renderings indicate homes with two car garages and masonry and fiber cement facades. The applicant is seeking a façade material waiver, detailed below. All single-family design guidelines, except any waivers granted, shall be adhered to.

Waivers & Variances: The following are requested:

1. 5-104.3 – Setback to any lot line – 15’ in lieu of 20’ – STAFF DOES NOT SUPPORT, THIS IS NOT A PUD AND BULK WAIVERS ARE NOT PERMITTED
2. 5-104.4 – 50% masonry/50% secondary on each façade – STAFF SUPPORTS 60% PRIMARY MATERIALS AND 40% SECONDARY MATERIALS
3. 4-114 – 20% slope disturbance within lots in a cut condition only, lots affected will be deemed critical lots – PW TO RECOMMEND
4. 4-114 – Request to disturb slopes > 20% - PW TO RECOMMEND

Recommendation: Staff recommends the Planning Commission approve the concept plan and forward a positive recommendation, to the Board of Commissioners for the annexation and rezone of the Tate’s Landing subdivision.

Planning and Zoning:

1. Should the property be rezoned, the property is subject to the permitted uses and all regulations associated with RS-20 zoning.

2. The plan shall adhere to all requirements of 5.104.3, variable lot subdivisions, should the preliminary plat be formally submitted.
3. All requirements of 5-104.4, single family design guidelines, shall be adhered to, except any waivers granted by the Planning Commission.
4. Provide streetlighting per ordinance 25-24.
5. Fencing shall be decorative, low maintenance material.
6. Landscape plan comments are via separate cover.
7. Signage to be reviewed and approved via a separate application to the Planning Department.
8. The mail kiosk shall be lit.
9. Sign posts and other poles and posts shall be powdercoated black, channel posts are not permitted.
10. Landscape buffers shall be located in open space and maintained by the HOA.
11. A tree preservation plan is required by variable lot regulations at preliminary plat submittal.
12. Driveways shall be at least 22' long and 18' wide.
13. Perimeter landscape screening is required around detention/retention ponds.

Engineering:

1. No Comments

WWUD:

1. No Comments Received.

Wilson County Schools:

1. No Comments Received.

RESOLUTION - 2025

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS TATE'S LANDING, LOCATED AT 212 PAUL DRIVE MAP 073 PARCEL P/O 021.00, 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 known as Tate's Landing located at 212 Paul Drive, 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 212 PAUL DRIVE, 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 - 2025

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: RS-20.

J. Street Lighting

RESOLUTION - 2025

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:

Sheila S. Lockett, MMC, 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 #: 1400
11.H.

Agenda Date: 10/27/2025

Agenda #:

Title:

AN ORDINANCE TO REZONE PROPERTY LOCATED ON WATERMARK WAY, APPROXIMATELY 10 ACRES, MAP 073, P/O PARCEL 021.00 FROM WILSON COUNTY R-1 TO RS-20.

ORDINANCE NO. _____

**AN ORDINANCE TO REZONE PROPERTY LOCATED ON WATERMARK WAY,
APPROXIMATELY 10 ACRES, MAP 073, P/O PARCEL 021.00 FROM WILSON
COUNTY R-1 TO RS-20.**

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 September 18, 2025, and forwarded a positive recommendation (5-1-0) 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 _____, 2025 and notice thereof published in the Chronicle of Mt. Juliet on _____; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone 10 acres of property located on Watermark Way, map 073, p/o parcel 44.0, from Wilson County R-1, low density residential, to RS-20, medium density residential.

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 10 acres of property located on Watermark Way, map 073, p/o parcel 44.0, from Wilson County R-1, low density residential, to RS-20, medium density residential (Exhibit B), 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 RS-20 zoning.
2. The plan shall adhere to all requirements of 5.104.3, variable lot subdivisions, should the preliminary plat be formally submitted.
3. All requirements of 5-104.4, single family design guidelines, shall be adhered to, except any waivers granted by the Planning Commission.
4. Provide streetlighting per ordinance 25-24.
5. Fencing shall be decorative, low maintenance material.
6. Landscape plan comments are via separate cover.
7. Signage to be reviewed and approved via a separate application to the Planning Department.
8. The mail kiosk shall be lit.

9. Sign posts and other poles and posts shall be powdercoated black, channel posts are not permitted.
10. Landscape buffers shall be located in open space and maintained by the HOA.
11. A tree preservation plan is required by variable lot regulations at preliminary plat submittal.
12. Driveways shall be at least 22' long and 18' wide.
13. Perimeter landscape screening is required around detention/retention ponds.

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

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.

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:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Luckett, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description

From the POINT OF BEGINNING; Thence, S 07° 38' 03" W for a distance of 439.70 feet to a point on a line.

Thence, S 07° 38' 04" W for a distance of 86.94 feet to a point on a line.

Thence, S 08° 19' 15" W for a distance of 84.33 feet to a point on a line.

Thence, N 82° 30' 00" W for a distance of 701.48 feet to a point on a line.

Thence, N 10° 05' 15" E for a distance of 53.59 feet to a point on a line.

Thence, N 11° 04' 45" E for a distance of 130.84 feet to a point on a line.

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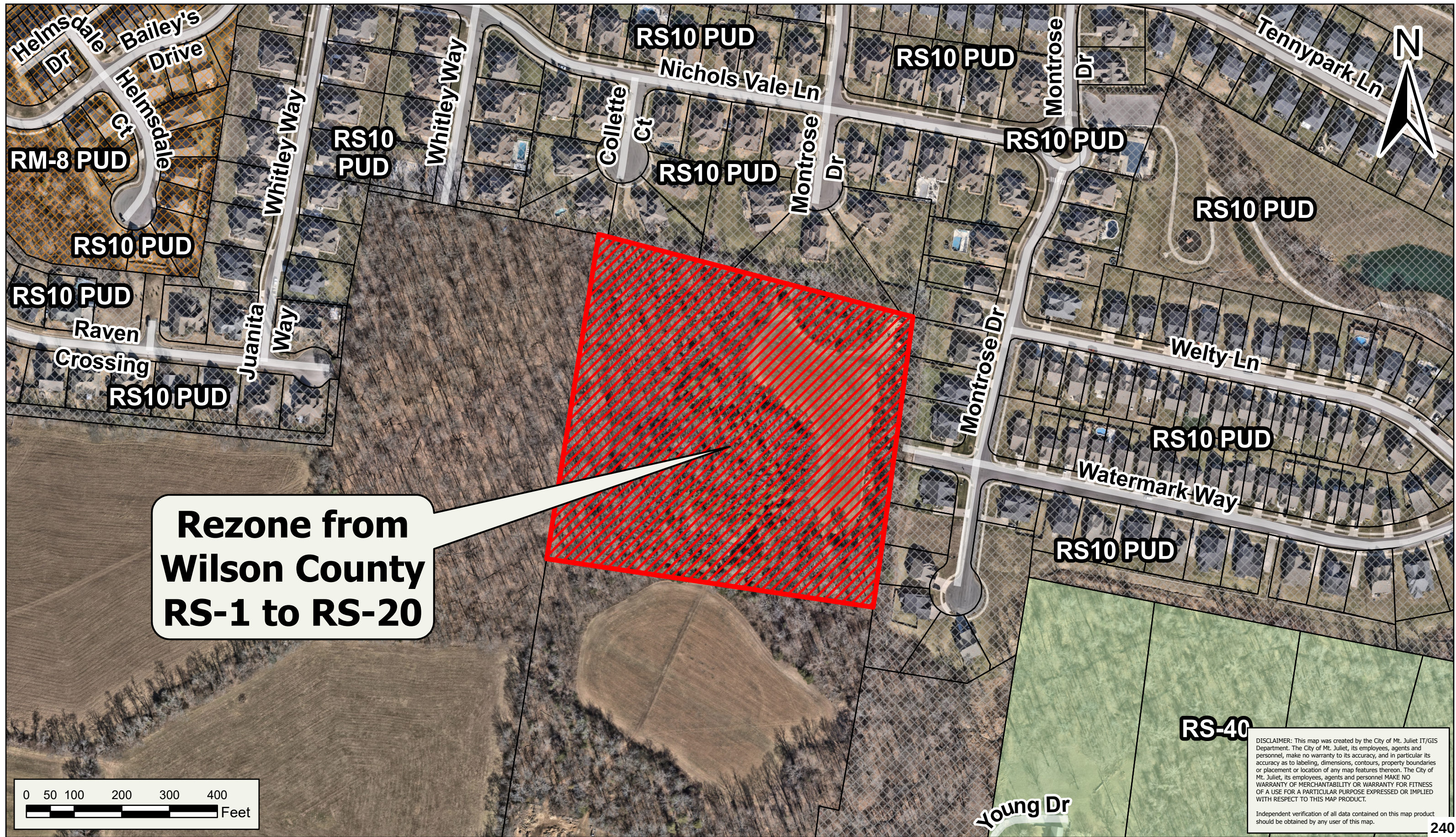
Thence, S 79° 18' 51" E for a distance of 212.11 feet to a point on a line.

thence S 79° 03' 13" E a distance of 468.94 feet to the POINT OF BEGINNING;



Exhibit B- Rezone

Tate's Landing
Map 073, p/o Parcel 021.00





MEMORANDUM

Date: September 18, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Tate's Landing
Annexation, Rezone and Concept Plan
Variable Lot Subdivision
Map – 073
Part of Parcel - 021.00

Request: Jake Porter with Heritage Civil, on behalf of his client Ripple Creek, LLC., seeks annexation, plan of services, rezone and concept plan approval for a variable lot subdivision on Watermark Way in District 1.

History: The property consists of approximately 10.00 acres (432,752 sf) on Watermark Way, which abuts the Nichols Vale property to the north, just east of Tate Lane. This is currently undeveloped agricultural land. The applicant wishes to develop a 17 lot variable lot subdivision with a base zoning of RS-20. A concept plan has been submitted with this application. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Tate's Landing	Medium Density Residential	N/A	Wilson County R-1	RS-20 Variable Lot

Future Land Use Plan: The City's future land use map identifies the area as medium density residential. Adjacent future land use classifications are both medium and low density residential. The applicant does not wish nor need to change the future land use designation.

Zoning: The current zoning is Wilson County R-1. The applicant is seeking RS-20, medium density residential, 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.

Plan of Service: 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 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.*

Concept Plan: The concept plan proposes 17 lots on 10 acres for a density of 1.7 units/acre (2.2 units/acre permitted with RS-20 base zoning). The minimum lot size is 15,000sf and the average lot size is 16,750sf. The bulk regulations for variable lot subdivisions are adhered to, except the waiver request described below. Lot coverage is not to exceed 45% and floor coverage per lot is indicated as at least 3,000sf.

Improved open space totals 1.02 acres (10.24% of the development site) and includes a playground, dog park and walking trails. A mail kiosk is proposed and a detail is provided and acceptable. Streetlights are required per ordinance 25-24. Four parallel on street parking spaces are provided in front of the playground and amenity area. Sidewalk is provided on both sides of all streets.

5-104.4 Residential Design Guidelines: The supplied renderings indicate homes with two car garages and masonry and fiber cement facades. The applicant is seeking a façade material waiver, detailed below. All single-family design guidelines, except any waivers granted, shall be adhered to.

Waivers & Variances: The following are requested:

1. 5-104.3 – Setback to any lot line – 15’ in lieu of 20’ – STAFF DOES NOT SUPPORT, THIS IS NOT A PUD AND BULK WAIVERS ARE NOT PERMITTED
2. 5-104.4 – 50% masonry/50% secondary on each façade – STAFF SUPPORTS 60% PRIMARY MATERIALS AND 40% SECONDARY MATERIALS
3. 4-114 – 20% slope disturbance within lots in a cut condition only, lots affected will be deemed critical lots – PW TO RECOMMEND
4. 4-114 – Request to disturb slopes > 20% - PW TO RECOMMEND

Recommendation: Staff recommends the Planning Commission approve the concept plan and forward a positive recommendation, to the Board of Commissioners for the annexation and rezone of the Tate’s Landing subdivision.

Planning and Zoning:

1. Should the property be rezoned, the property is subject to the permitted uses and all regulations associated with RS-20 zoning.

2. The plan shall adhere to all requirements of 5.104.3, variable lot subdivisions, should the preliminary plat be formally submitted.
3. All requirements of 5-104.4, single family design guidelines, shall be adhered to, except any waivers granted by the Planning Commission.
4. Provide streetlighting per ordinance 25-24.
5. Fencing shall be decorative, low maintenance material.
6. Landscape plan comments are via separate cover.
7. Signage to be reviewed and approved via a separate application to the Planning Department.
8. The mail kiosk shall be lit.
9. Sign posts and other poles and posts shall be powdercoated black, channel posts are not permitted.
10. Landscape buffers shall be located in open space and maintained by the HOA.
11. A tree preservation plan is required by variable lot regulations at preliminary plat submittal.
12. Driveways shall be at least 22' long and 18' wide.
13. Perimeter landscape screening is required around detention/retention ponds.

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 #: 1406

Agenda Date: 10/27/2025

Agenda #: 11.I.

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 ARTICLES V, VI & VII, SECTIONS 5-103A, 5-103.4, 6-103A, 6-103.3 & 7-103A, BUILDING HEIGHT

ORDINANCE - _____

**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 ARTICLES V, VI & VII,
SECTIONS 5-103A, 5-103.4, 6-103A, 6-103.3 & 7-103A,
BUILDING HEIGHT**

WHEREAS, the city desires to amend the maximum permitted height regulations in the Land Development Code to be in line with the IRC, IFC & IBC and;

WHEREAS, the Planning Commission considered this request during their meeting of September 18, 2025 and recommended approval to the Board of Commissioners with a vote of 6-0-0 and;

WHEREAS, the Board of Commissioners desires to amend Articles V, VI & VII, Sections 5-103a, 5-103.4, 6-103a, 6-103.3 & 7-103a, maximum building height, of the City's zoning ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Wilson County, Tennessee, while in regular session on _____, 2025, that Articles V, VI & VII, Sections 5-103a, 5-103.4, 6-103a, 6-103.3 & 7-103a, maximum building height, of the Unified Development Code of the City of Mount Juliet, Tennessee, known as the Zoning Regulations (ordinance 2001-29), adopted October 8, 2001, as amended, be amended as highlighted in yellow (add) and red (remove) below:

Section 1.

Table 5-103a. Height, Density, Lot Size, Open Space And Impervious Coverage Ratios Applicable Within Residential Districts											
		AR- 40	RS- 40	RS- 30	RS- 20	RS- 15	RS- 10	R- 10	R- MHP	RM- 8	RM- 16
I.	Maximum lot coverage by all buildings (as a % of lot area)	15	15	18	25	30	35	40	(1)	50	50
II.	Minimum zone lot requirements										
	A . Area (x 1,000 sq. ft.)										

**Table 5-103a. Height, Density, Lot Size, Open Space And Impervious Coverage Ratios
Applicable Within Residential Districts**

				AR-40	RS-40	RS-30	RS-20	RS-15	RS-10	R-10	R-MHP	RM-8	RM-16
		1 .	Lot not served by public sewer	40	40	40	40	40	N/A	N/A	N/A	N/A	N/A
		2 .	Lot served by public sewer	40	40	30	20	15	10	10	5	5	5
	B .		Minimum lot width at the building line										
		1 .	Residential use (2)	125	125	100	100	75	60	60	(1)	50	50
		2 .	Other uses	150	150	125	125	100	100	100	100	100	100
III .			Minimum development area per dwelling or rooming unit (x 1,000 sq. ft.)	N/A	N/A	N/A	N/A	N/A	N/A	7.5	5.5	5.5	2.7
IV .			Maximum height (in feet)	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
V .			Minimum yard requirements (in feet)										
	A .		Residential buildings										
		1 .	Front	50	50	35	30	30	30	30	(1)	20	20
		2 .	Side	25	25	20	20	10	8	8	(1)	8	8

Table 5-103a. Height, Density, Lot Size, Open Space And Impervious Coverage Ratios Applicable Within Residential Districts

				AR-40	RS-40	RS-30	RS-20	RS-15	RS-10	R-10	R-MHP	RM-8	RM-16
		3	Rear	40	40	20	20	20	15	15	(1)	20	20
	B		Other buildings										
		1	Front	60	60	60	60	50	40	40	30	30	30
		2	Side	35	35	30	30	20	20	20	20	20	20
		3	Rear	50	50	30	30	30	25	25	20	20	20
VI			Maximum impervious surface ratio (as % of lot area)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	60	70	70
(1) See subsection 5-104.2.													
(2) In addition to the minimum lot width requirement, no lot shall exceed a width to depth ratio of 4:1.													
(3) Reference currently adopted IRC, IBC & IFC as applicable.													

5-103.4 Height regulations.

1. *Basic requirements.* The maximum permitted height for buildings shall not, except as provided in subpart 2 of this section, exceed that set forth for the various residential districts in table 5-103a.
2. *General exception to height regulations.* The height limitation contained in the district regulations does not apply to spires, belfries, cupolas, radio towers, water tanks, ventilators, chimneys or other appurtenances usually required to be placed above the eave height of a building and not intended for human occupancy.
3. *Buildings to be approved by fire department.* Any building exceeding 35 feet in height shall be approved by the fire department prior to the issuance of any building permit. The fire department may stipulate special fire protection measures as a condition of approval of any such structure. In any such instance, the protection measures specified by the fire department shall become a supplemental design provision applicable to such use.

Table 6-103a. Height, Bulk, Lot Size and Open Space Requirements Within Mixed Use and Commercial Districts

[Height, Lot Size and Open Space Requirements]			Zone Districts						
			CG	CI	CMU	CNS	OPS	CTC	CRC
I.	Provisions applicable to commercial, industrial and community facilities activities								
	A.	Maximum lot coverage by all buildings (as percentage of total lot area)	50	50	50	30	40	50	50
	B.	Maximum impermeable surface ratio (as percentage of total lot area)	80	80	80	70	70	70	70
	C.	Minimum area requirement for zone lots (in thousands of square feet)	10	10	10	10	10	10	10
	D.	Minimum lot width (in feet measured at the building line) Note. see section 6-103.3(2) or (3)	100	100	100	100	100	100	100
	E.	Maximum height (in feet)	Note 4	Note 4	Note 4	Note 4	Note 4	Note 4	Note 4
	F.	Minimum yard requirements							
		Front	30	30	30	30	30	30	30
		Side (3)	10	10	10	10	10	10	10
		Rear	20	20	20	20	20	20	20
II.	Provisions applicable to residential activities (Note. see subsection 6-104.1.)								
(1)	The minimum zone lot shall [be] as required to meet other provisions of the district.								
(2)	At all points along the boundary separating any commercial district from any residential the special yard and setback provisions of subsection 6-103.4, subpart 6, shall apply.								
(3)	See subsection 6-103.4, subpart 7, for party wall provisions.								
(4)	Reference currently adopted IRC, IBC & IFC as applicable.								

6-103.3 Height regulations.

1. *Basic requirements.* The maximum permitted height for buildings shall not, except as provided in [subpart] subsection 2, 3 or 4 of this [sub]section exceed the height set forth for the various commercial districts in table 6-103A.
2. *General exception to height regulations.* The height limitation contained in the district regulations does not apply to spires, belfries, cupolas, radio towers, water tanks, ventilators, chimneys or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.
3. *Buildings in excess of 35 feet near the interstate.* Buildings located within ½-mile of an existing or planned 1-40 interchange, and zoned Commercial Interchange (CI) or Commercial Mixed Use (CMU) may exceed the 35 feet height limit as contained in table 6-103A as follows:
 - a. In no case shall any building exceed a height of 70 feet or six stories, whichever is less; and
 - b. This height exemption shall be for office, hotel, and multi-family uses only.
4. *Buildings in excess of 35 feet near the Town Center (downtown area).* Buildings located within ½-mile of the existing Music City Star rail station, and zoned commercial, may exceed the 35 feet height limit as contained in table 6-103A as follows:
 - a. In no case shall any building exceed a height of 50 feet or four stories, whichever is less; and
 - b. This height exemption shall be for office, retail, educational, multi-family and transient habitation (hotel) uses only.

Table 7-103A. Bulk Regulations for Industrial Districts

[Bulk Regulations]		Districts		
		I-R	I-G	I-S
I. Maximum lot coverage by buildings (as percent of total lot area)		50	50	50
II. Maximum impermeable surface ratio (as percent of lot area)				
	A. Lots two acres or less	80	80	80
	B. Lots greater than two acres	70	70	70
III. Minimum zone lot requirements				
	A. Area (in thousands of square feet)	40	40	(1)
	B. Width (in feet, measured at building line)	100	100	150
IV. Maximum Height (in feet)		Note 1	Note 1	Note 1
V. Minimum yard requirements (in feet)				
	A. Front	20	20	(4)

Table 7-103A. Bulk Regulations for Industrial Districts				
[Bulk Regulations]		Districts		
		I-R	I-G	I-S
	B. Side	(2), (5)	(2), (5)	(4)
	C. Rear	20 (3)	20 (3)	(4)
(1)	Reference currently adopted IBC & IFC as applicable.			

BE IT FURTHER ORDAINED

Section 2. 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 3. 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 4. 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:

Sheila S. Luckett, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



M E M O R A N D U M

Date: September 18, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Zoning Ordinance Amendment
Articles V, VI & VII, Sections 5-103a, 5-103.4, 6-103a,
6-103.3 & 7-103a
Bulk Regulations, Maximum Building Height

Request: The city desires to amend the maximum permitted height of structures in all zoning districts to align with the requirements of the most recent fire and building codes, IRC, IBC & IFC, as shown below. Yellow highlights indicate additions; red highlights indicate removal.

Table 5-103a. Height, Density, Lot Size, Open Space And Impervious Coverage Ratios Applicable Within Residential Districts													
				AR-40	RS-40	RS-30	RS-20	RS-15	RS-10	R-10	R-MHP	RM-8	RM-16
I.	Maximum lot coverage by all buildings (as a % of lot area)			15	15	18	25	30	35	40	(1)	50	50
II.	Minimum zone lot requirements												
	A	Area (x 1,000 sq. ft.)											
		1	Lot not served by public sewer	40	40	40	40	40	N/A	N/A	N/A	N/A	N/A
		2	Lot served by	40	40	30	20	15	10	10	5	5	5

**Table 5-103a. Height, Density, Lot Size, Open Space And Impervious Coverage Ratios
Applicable Within Residential Districts**

				AR-40	RS-40	RS-30	RS-20	RS-15	RS-10	R-10	R-MHP	RM-8	RM-16
			public sewer										
	B.	Minimum lot width at the building line											
		1.	Residential use (2)	125	125	100	100	75	60	60	(1)	50	50
		2.	Other uses	150	150	125	125	100	100	100	100	100	100
III.	Minimum development area per dwelling or rooming unit (x 1,000 sq. ft.)			N/A	N/A	N/A	N/A	N/A	N/A	7.5	5.5	5.5	2.7
IV.	Maximum height (in feet)			Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3
V.	Minimum yard requirements (in feet)												
	A.	Residential buildings											
		1.	Front	50	50	35	30	30	30	30	(1)	20	20
		2.	Side	25	25	20	20	10	8	8	(1)	8	8
		3.	Rear	40	40	20	20	20	15	15	(1)	20	20
	B.	Other buildings											

**Table 5-103a. Height, Density, Lot Size, Open Space And Impervious Coverage Ratios
Applicable Within Residential Districts**

				AR-40	RS-40	RS-30	RS-20	RS-15	RS-10	R-10	R-MHP	RM-8	RM-16
		1	Front	60	60	60	60	50	40	40	30	30	30
		2	Side	35	35	30	30	20	20	20	20	20	20
		3	Rear	50	50	30	30	30	25	25	20	20	20
VI			Maximum impervious surface ratio (as % of lot area)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	60	70	70
(1) See subsection 5-104.2.													
(2) In addition to the minimum lot width requirement, no lot shall exceed a width to depth ratio of 4:1.													
(3) Reference currently adopted IRC, IBC & IFC as applicable.													

5-103.4 Height regulations.

1. *Basic requirements.* The maximum permitted height for buildings shall not, except as provided in subpart 2 of this section, exceed that set forth for the various residential districts in table 5-103a.
2. *General exception to height regulations.* The height limitation contained in the district regulations does not apply to spires, belfries, cupolas, radio towers, water tanks, ventilators, chimneys or other appurtenances usually required to be placed above the eave height of a building and not intended for human occupancy.
3. *Buildings to be approved by fire department.* Any building exceeding 35 feet in height shall be approved by the fire department prior to the issuance of any building permit. The fire department may stipulate special fire protection measures as a condition of approval of any such structure. In any such instance, the protection measures specified by the fire department shall become a supplemental design provision applicable to such use.

Table 6-103a. Height, Bulk, Lot Size and Open Space Requirements Within Mixed Use and Commercial Districts

[Height, Lot Size and Open Space Requirements]			Zone Districts						
			CG	CI	CMU	CNS	OPS	CTC	CRC
I.	Provisions applicable to commercial, industrial and community facilities activities								
	A.	Maximum lot coverage by all buildings (as percentage of total lot area)	50	50	50	30	40	50	50
	B.	Maximum impermeable surface ratio (as percentage of total lot area)	80	80	80	70	70	70	70
	C.	Minimum area requirement for zone lots (in thousands of square feet)	10	10	10	10	10	10	10
	D.	Minimum lot width (in feet measured at the building line) Note. see section 6-103.3(2) or (3)	100	100	100	100	100	100	100
	E.	Maximum height (in feet)	Note 4	Note 4	Note 4	Note 4	Note 4	Note 4	Note 4
	F.	Minimum yard requirements							
		Front	30	30	30	30	30	30	30
		Side (3)	10	10	10	10	10	10	10
		Rear	20	20	20	20	20	20	20
II.	Provisions applicable to residential activities (Note. see subsection 6-104.1.)								
(1)	The minimum zone lot shall [be] as required to meet other provisions of the district.								
(2)	At all points along the boundary separating any commercial district from any residential the special yard and setback provisions of subsection 6-103.4, subpart 6, shall apply.								
(3)	See subsection 6-103.4, subpart 7, for party wall provisions.								
(4)	Reference currently adopted IRC, IBC & IFC as applicable.								

6-103.3 *Height regulations.*

1. *Basic requirements.* The maximum permitted height for buildings shall not, except as provided in [subpart] subsection 2, 3 or 4 of this [sub]section exceed the height set forth for the various commercial districts in table 6-103A.
2. *General exception to height regulations.* The height limitation contained in the district regulations does not apply to spires, belfries, cupolas, radio towers, water tanks, ventilators, chimneys or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.
3. *Buildings in excess of 35 feet near the interstate.* Buildings located within ½-mile of an existing or planned 1-40 interchange, and zoned Commercial Interchange (CI) or Commercial Mixed Use (CMU) may exceed the 35 feet height limit as contained in table 6-103A as follows:
 - a. In no case shall any building exceed a height of 70 feet or six stories, whichever is less; and
 - b. This height exemption shall be for office, hotel, and multi-family uses only.
4. *Buildings in excess of 35 feet near the Town Center (downtown area).* Buildings located within ½-mile of the existing Music City Star rail station, and zoned commercial, may exceed the 35 feet height limit as contained in table 6-103A as follows:
 - a. In no case shall any building exceed a height of 50 feet or four stories, whichever is less; and
 - b. This height exemption shall be for office, retail, educational, multi-family and transient habitation (hotel) uses only.

Table 7-103A. Bulk Regulations for Industrial Districts

[Bulk Regulations]		Districts		
		I-R	I-G	I-S
I. Maximum lot coverage by buildings (as percent of total lot area)		50	50	50
II. Maximum impermeable surface ratio (as percent of lot area)				
	A. Lots two acres or less	80	80	80
	B. Lots greater than two acres	70	70	70
III. Minimum zone lot requirements				
	A. Area (in thousands of square feet)	40	40	(1)
	B. Width (in feet, measured at building line)	100	100	150
IV. Maximum Height (in feet)		Note 1	Note 1	Note 1
V. Minimum yard requirements (in feet)				
	A. Front	20	20	(4)
	B. Side	(2), (5)	(2), (5)	(4)

Table 7-103A. Bulk Regulations for Industrial Districts				
[Bulk Regulations]		Districts		
		I-R	I-G	I-S
	C. Rear	20 (3)	20 (3)	(4)
(1)	Reference currently adopted IBC & IFC as applicable.			

Summary: The proposed amendments remove the 35' maximum building height regulation for commercial and residential structures and replaces it with the regulations found in the IBC, IFC & IRC. The amendment removes the 50' maximum building height regulation and replaces it with the regulations found in the IBC & IFC.

Recommendation: Staff recommends forwarding this zoning ordinance amendment to Articles V, VI & VI, Maximum Building Height, 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
11.J.

Agenda Date: 10/27/2025

Agenda #:

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 -2025

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 _____, 2025 and (positively/negatively) recommended it to the Board of Commissioners with a vote of ____; 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 -2025

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 -2025

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:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Luckett, MMC, 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.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1415
11.K.

Agenda Date: 10/27/2025

Agenda #:

Title:

A RESOLUTION TO AMEND THE CITY MANAGER'S EMPLOYMENT AGREEMENT PREVIOUSLY
APPROVED BY RESOLUTION 40-2023

RESOLUTION 2025-

A RESOLUTION TO AMEND THE CITY MANAGER'S EMPLOYMENT AGREEMENT PREVIOUSLY APPROVED BY RESOLUTION 40-2023

WHEREAS, the Board of Commissioners of the City of Mt. Juliet, Tennessee is required, pursuant to Tennessee Code Annotated § 6-21-101, to fix the salary of the City Manager; and

WHEREAS, the Board of Commissioners previously entered into an Agreement setting the City Manager's salary at \$175, 760.00 for the Fiscal Year 2023/2024, including the same increases in pay as all City employees; and

WHEREAS, the current pay of the City Manager is 28% less than other comparable cities in the Middle Tennessee area; and

WHEREAS, the Board of Commissioners desire to amend Section 4 (Salary) of the City Manager's Employment Agreement previously approved by Resolution 40-2023.

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

Section 1. Section 4 (Salary) of the City Manager's Employment Agreement is amended to state the following:

As consideration for his performance of duties as City Manager, Kenneth D. Martin shall be paid an annual salary of \$197,600.00, effective beginning with the first payroll cycle of the remainder of Fiscal Year 2025/2026 following approval, and he shall thereafter receive the same increases in pay as all City employees.

Section 2. The attached contract amendment is approved by the Board of Commissioners, and the Mayor is authorized to sign the contract amendment.

BE IT FURTHER RESOLVED

Section 3. 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.

Section 4. 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.

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

RESOLUTION 2025-

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF MT. JULIET,
TENNESSEE AND KENNETH D. MARTIN**

WHEREAS, the Board of Commissioners of the City of Mt. Juliet, Tennessee is required, pursuant to Tennessee Code Annotated § 6-21-101, to fix the salary of the City Manager; and

WHEREAS, the Board of Commissioners previously entered into an Agreement, approved by Resolution 40-2023, to set the City Manager's salary at \$175, 760.00 for the Fiscal Year 2023/202, including the same increases in pay as all City employees.

WHEREAS, the City of Mt. Juliet and Kenneth D. Martin wish to amend Section 4 of the Agreement, and specifically the salary, to read as follows:

“As consideration for his performance of duties as City Manager, Kenneth D. Martin shall be paid a salary of \$197,600.00 for the remaining portion of Fiscal Year 25/26 and receive the same increases in pay as all City employees.”

All other terms of the Agreement shall remain the same.

James Maness, Mayor

Kenny Martin, City Manager

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

RESOLUTION 40-2023

**A RESOLUTION TO RE-APPOINT AND APPROVE THE EMPLOYMENT
CONTRACT OF KENNETH D. MARTIN AS CITY MANAGER FOR THE CITY
OF MT. JULIET AND AUTHORIZING THE MAYOR TO SIGN THE
CONTRACT**

WHEREAS, the Board of Commissioners of Mt. Juliet, Tennessee desires to re-appoint Kenneth D. Martin as City Manager for the City of Mt. Juliet; and

WHEREAS, the Board of Commissioners authorizes Mayor James Maness to sign the current employment contract with Kenneth D. Martin; and

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 of the City of Mt. Juliet re-appoint Kenneth D. Martin as City Manager of the City of Mt. Juliet and the attached contract is approved by the Board of Commissioners and the Mayor is authorized to sign the contract.

Section 2. In case 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 by no further. This Resolution shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED: 7/24/23

ATTEST:



Sheila S. Lockett, MMC
City Recorder



James Maness, Mayor

APPROVED AS TO FORM:



Kenneth D. Martin, City Manager



L. Gino Marchetti, Jr., City Attorney

AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KENNETH D. MARTIN

This Agreement is entered into by and between **THE CITY OF MT. JULIET, TENNESSEE** ("The City"), a municipality organized and existing under the laws and constitution of the State of Tennessee, and **KENNETH D. MARTIN**.

WHEREAS, the Board of Commissioners of the City of Mt. Juliet, Tennessee is required, pursuant to Tennessee Code Annotated § 6-21-101, to appoint and fix the salary of the City Manager, who shall serve at the will of the Board of Commissioners, and

WHEREAS, the Board of Commissioners has determined that the orderly administration of the business of the City of Mt. Juliet will be served by execution of this Agreement to clearly establish the remuneration and benefits to be afforded the City Manager; and

WHEREAS, the duties and authorities of the City manager are prescribed by Tennessee Code Annotated § 621-101 *et seq.*; and

NOW THEREFORE, in consideration of the valuable consideration and mutual agreement evidenced by this Agreement, the parties agree as follows:

Section 1. Duties. The City of Mt. Juliet will continue to employ Kenneth D. Martin as City Manager to perform the duties and functions prescribed by Tennessee Code Annotated § 6-21-101 *et seq.*, other state and federal laws applicable to the City, and such duties as may be prescribed by ordinance and resolution of the City of Mt. Juliet. In performance of these duties, Kenneth D. Martin shall act only in the City's interest, shall act in accordance with all state and federal laws and regulations, and all city ordinances. Kenneth D. Martin shall perform all duties in a manner compatible with the trust inherent in public service, shall strive to achieve excellence, efficiency, and economy for the City, shall devote the majority of his time toward managing the City's affairs to the best of his ability, and shall demonstrate at all times fitness for public service and high moral standards of personal conduct.

Section 2. Terms of Employment. Except as otherwise modified by this Agreement, Kenneth D. Martin shall be subject to the same terms and conditions of employment as other City employees, as established in the City's personnel ordinances and resolutions.

Section 3. Termination of Employment and Appointment. The parties agree to enter into this agreement regarding Kenneth D. Martin's employment beginning July 19, 2023. The employment of Kenneth D. Martin as City Manager is strictly "at-will". Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City of Mt. Juliet to terminate the employment and appointment of Kenneth D. Martin as City Manager at any time, subject

to the limitations of Tennessee Code Annotated 6-21-101 and the provisions set forth in this Agreement.

The City of Mt. Juliet may terminate this Agreement and the employment and appointment of Kenneth D. Martin as City Manager at any time upon a four-fifths (4/5) vote of the Board of Commissioners.

With good cause shown for termination, Kenneth D. Martin shall not be entitled to receive any remuneration for severance but shall receive payment for accrued vacation leave to the extent that such payment for vacation leave does not exceed one (1) month's salary.

Without good cause shown for termination, Kenneth D. Martin shall be entitled to severance equal to six (6) months' salary and shall receive payment for accrued vacation leave, but in no event shall payment for vacation leave exceed 2 months' salary.

In the event that Kenneth D. Martin resigns from employment as City Manager, the Board of Commissioners shall be provided at least sixty (60) days written notice in advance of the effective date of such resignation. If this notice is not provided, Kenneth D. Martin shall forfeit payment for all accrued vacation leave. Should the Board of Commissioners decline to continue Kenneth D. Martin's employment and appointment during this sixty (60) day period, Kenneth D. Martin shall be paid his regular rate of pay for the balance of the sixty (60) day period remaining after the Board of Commissioners declines to continue his appointment and employment. Additionally, should the Board of Commissioners decline to continue Kenneth D. Martin's employment and appointment during the sixty (60) day period, he shall receive payment for accrued vacation leave, but in no event shall payment for vacation leave exceed one (1) month's salary.

Section 4. Salary. As consideration for his performance of duties as City Manager, Kenneth D. Martin shall be paid a salary of \$175,760.00 for Fiscal Year 2023/2024, thereafter, Kenneth D. Martin would receive the same increases in pay as all City employees.

Section 5. Leave and Attendance. Kenneth D. Martin shall accrue sick leave at the same rate as other City employees, in accordance with the City's personnel ordinances and resolutions. Kenneth D. Martin serves as an executive, salaried employee of the City and, accordingly, shall not be entitled to receive overtime compensation. Kenneth D. Martin shall be entitled to compensatory leave, which must be used during the same two-week pay period in which the compensatory leave was earned. Any compensatory time not utilized in the same pay period in which it was earned shall not carry forward

into future pay periods, and Kenneth D. Martin shall not otherwise be entitled to compensatory leave. Kenneth D. Martin shall be entitled to four (4) weeks of vacation leave each year.

Section 6. Outside Employment. Kenneth D. Martin may engage in employment outside of his employment with the City of Mt. Juliet as a teacher or educational instructor if such employment does not interfere with his job duties to the City, allows him to remain available for emergency response situations, and takes place outside of regular city business hours.

Section 7. Conflicts of Interest. Kenneth D. Martin shall avoid any interest which will conflict with those interests of the City of Mt. Juliet, subject to the laws of Tennessee and the City's ordinances and resolutions, including but not limited to, the City's Code of Ethics.

Section 8. City Vehicle and Travel Expenses. Kenneth D. Martin shall be provided with a gasoline credit card similar to cards used by other City employees for City vehicles. At his election, Kenneth D. Martin shall be entitled to drive a city vehicle in the ordinary course of City business.

Section 9. Insurance. Kenneth D. Martin shall be eligible for health, dental, and vision insurance, as well as other insurance benefits as are afforded to all full-time City employees.

Section 10. Membership Dues of Professional City Manager Associations. The City agrees to pay any membership dues necessary to maintain Kenneth D. Martin's membership in professional associations or organizations, whose primary goal is to promote professionalism among City or municipal managers. Annual payment of these membership dues shall be limited to the amount of funding appropriated by the Board of Commissioners in the City's annual budget.

Section 12. Retirement Kenneth D. Martin shall be eligible to participate in the Tennessee Consolidated Retirement System ("TCRS") or any other retirement benefit arrangement established by the City of Mt. Juliet for the benefit of its employees, subject to the limitations of TCRS or such retirement arrangement.

Section 12. Legality. Kenneth D. Martin acknowledges that he has been advised to consult with, and afforded an opportunity to seek the advice of, independent legal counsel regarding this Agreement.

Section 13. Governing Law and Documents. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Tennessee.

Section 14. Residency Requirement. As stated in Ordinance 2012-52 Kenneth D. Martin would not be required to move or live inside the City limits since he is a current employee of the City of Mt. Juliet.

Section 15. Conflicting or Ambiguous Provisions; Priority. In the event of conflicting or ambiguous provisions of this Agreement, the terms of this Agreement shall be construed according to the following priorities:

- a) Any **properly** executed amendment or change to the Agreement (most recent with first priority);and
- b) This Agreement
- c) Tennessee Code Annotated § 6-18-1010 *et seq.*; and
- d) Ordinance and Resolutions of the City of Mt. Juliet, Tennessee

Section 16. Severability. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

In witness of all of the foregoing consideration, terms, and conditions as evidenced by their signature below, the City of Mt. Juliet, Tennessee and Kenneth D. Martin hereby and be bound by all of the terms and conditions of this Agreement.

Dated:



Mayor James Maness



Kenneth D. Martin



Mt. Juliet, Tennessee

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

Staff Report

File #: 1376
11.L.

Agenda Date: 10/27/2025

Agenda #:

Title:

A RESOLUTION APPROVING GRANTS BY THE CITY OF MT. JULIET AS PREVIOUSLY
BUDGETED IN THE 2025/2026 BUDGET ORDINANCE (ORDINANCE 2025-35)

RESOLUTION __– 2025

A RESOLUTION APPROVING GRANTS BY THE CITY OF MT. JULIET AS PREVIOUSLY BUDGETED IN THE 2025/2026 BUDGET ORDINANCE (ORDINANCE 2025-35)

WHEREAS, The City of Mt. Juliet desires to contribute for the general welfare of the citizens and Mt. Juliet; and

WHEREAS, TCA 6-54-111 provides that cities may appropriate funds for the financial aid of any nonprofit charitable organization or any nonprofit civic organization; and

WHEREAS, the Board of Commissioners have approved the expenditure of monies in the form of grants in the 2025-2026 budget year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MT. JULIET, TENNESSEE:

Section 1. The Finance Director will make payments in the amount approved by the Board of Commissioners as attached.

Section 2. The organization receiving the grant shall file with the Finance Director a copy of its annual report of its business affairs and transactions, a copy of its annual audit report, an explanation of its program and a statement of its proposed use of the funds given to it by the City of Mt. Juliet.

BE IT FURTHER RESOLVED

Section 3. 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.

Section 4. 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.

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

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

City of Mt. Juliet

2025-2026 Grants/Donations

		Approved FY 23/24	Approved FY 24/25	Requested FY 25/26	Submitted for Approval
44800-720	Mt. Juliet Library	\$156,000.00	156,000.00	156,000.00	156,000.00
	Subtotal	\$156,000.00	156,000.00	156,000.00	156,000.00
44300-753	15th Judicial District Child Advocacy Center	\$1,500.00	1,500.00	2,000.00	1,500.00
44300-727	Big Brothers (Did not submit for FY26)	\$2,500.00	2,500.00	-	
44300-735	Challenger League	\$7,500.00	7,500.00	8,000.00	7,500.00
44300-722	Chamber of Commerce	\$6,000.00	6,000.00	9,500.00	6,000.00
44300-752	Charis Health Center	\$7,200.00	7,200.00	12,000.00	7,200.00
44300-772	Compassionate Hands		250.00	2,000.00	2,000.00
44300-768	Drug Free Wilson Co	\$2,000.00	2,000.00	2,000.00	2,000.00
44300-760	Easterseals (formerly Prospect)	\$2,500.00	2,500.00	2,500.00	2,500.00
44300-724	Empower Me Day Camp	\$3,000.00	3,000.00	10,000.00	3,000.00
44300-771	Green Hill Sports Association	\$9,000.00	9,300.00	20,000.00	9,570.00
44300-761	Lantern Lane Farm	\$5,000.00	5,000.00	18,500.00	5,000.00
44300-744	Leadership Wilson - Youth Program	\$750.00	750.00	1,500.00	826.00
44300-731	Mid-Cumberland (Agency Dues)	\$2,603.81	2,604.00	2,604.00	2,604.00
44300-730	Mid-Cumberland Meals On Wheels	\$8,000.00	8,000.00	8,000.00	8,000.00
44300-736	Mid-Cumberland Young Marines (Did not submit for FY26)	\$500.00	500.00	-	
44300-726	Mt. Juliet Help Center	\$5,500.00	5,500.00	11,000.00	5,500.00
44300-732	Mt. Juliet League - Baseball/Softball & Improvements	\$73,125.00	73,425.00	78,000.00	72,800.00
44300-751	Mt. Juliet Police Cadets - Post 465	\$5,000.00	5,000.00	5,000.00	5,000.00
44300-734	Mt. Juliet Sports Association	\$20,750.00	20,500.00	22,500.00	21,125.00
44300-764	Rehab 23	\$2,250.00	2,250.00	2,500.00	2,500.00
44300-720	Senior Citizens Center	\$15,000.00	15,000.00	20,000.00	15,000.00
44300-774	The Transit Alliance of Middle TN		250.00	1,000.00	500.00
44300-763	TN Small Business Development Center @ VSCC	\$2,500.00	2,500.00	2,500.00	2,500.00
44300-769	Tri-Star Volleyball	\$15,525.00	14,875.00	14,875.00	14,875.00
44300-773	Veterans BBQ Camp		250.00	5,500.00	500.00
44300-733	West Wilson Basketball	\$35,000.00	35,300.00	36,000.00	37,500.00
44300-740	Wilson Books from Birth	\$2,500.00	2,500.00	2,500.00	2,500.00
44300-767	Wilson Co. Community Help Center	\$1,000.00	1,000.00	3,000.00	1,000.00
44300-747	Wilson County CASA	\$2,000.00	2,000.00	3,000.00	2,000.00
44300-719	Wilson Rides	\$4,000.00	4,000.00	9,585.00	4,000.00
new	Friends of MJ Bicycle& Pedestrian Advisory Committee			10,000.00	1,000.00
new	Homesafe of Sumner, Wilson, & Rutherford Counties			3,000.00	1,000.00
new	Mt. Juliet Police Foundation			6,000.00	1,000.00
new	Wilson United Soccer League Inc.			46,000.00	
	Total	\$242,203.81	242,954.00	380,564.00	248,000.00
44300-254	RTA (Communter Rail)	\$30,000.00	30,000.00	72,000.00	72,000.00
	Grand Total	\$428,203.81	\$428,954.00	608,564.00	476,000.00



Mt. Juliet, Tennessee

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

Staff Report

File #: 1450
11.M.

Agenda Date: 10/27/2025

Agenda #:

Title:

A RESOLUTION DECLARING CITY OF MT. JULIET PARKS DEPARTMENT PROPERTY AS
SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION

RESOLUTION ____-2025

A RESOLUTION DECLARING CITY OF MT. JULIET PARKS DEPARTMENT PROPERTY AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION

WHEREAS, the City of Mt. Juliet Parks Department has certain property that has reached the end of its useful life; and

WHEREAS, the property is identified as follows:
2003 F250 (VIN# 3FTNF20L73MB24729),

WHEREAS, this property is of no further use to the City.

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

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 truck and tools may be sold as scrap or discarded as trash.

FIRST READING:

PASSED:

James Maness, Mayor

Kenneth D. Martin, City Manager

ATTEST:

Sheila Luckett, MMC
City Recorder

APPROVED AS TO FORM:

Samantha Burnett
City Attorney

Executive Summary

RESOLUTION ____-2025

A RESOLUTION DECLARING CITY OF MT. JULIET PARKS DEPARTMENT PROPERTY AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION

Parks has the following property that has reached the end of it's useful life and has requested it be declared surplus and sold on GovDeals.

2003 F250 Vin # 3FTNF20L73MB24729 – 6 pictures

- Mileage: 114,723
- Will turn over but not run
- Other conditions unknown
- Starting bid \$500





Mt. Juliet, Tennessee

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

Staff Report

File #: 1339
12.A.

Agenda Date: 10/27/2025

Agenda #:

Title:

City of Mt. Juliet Ethics Commission - District 1 - Commissioner Giles

PART II - CODE OF ORDINANCES

Chapter 2 - ADMINISTRATION

ARTICLE XII. CODE OF ETHICS

ARTICLE XII. CODE OF ETHICS

Sec. 2-355. Ethics commission.

- (a) There is hereby created a five-member ethics commission to be approved by the board of commissioners. Each commissioner shall nominate a member for appointment to the ethics commission who is a resident of his district, and the mayor shall nominate a member for appointment to the ethics commission who is a resident of the city. Such appointments shall be confirmed by a majority vote of the board of commissioners.
- (b) Members of the ethics commission shall each serve a term of three years or until their successors are appointed, whichever is later. Members of the ethics commission shall serve without compensation. Should any vacancies occur, the nominating member of the board of commissioners shall nominate a replacement, and the board of commissioners shall appoint a replacement member.
- (c) A person is eligible to serve as a member of the ethics commission if the person has never been convicted of a felony, resides in the city while serving as specified in subsection (a) of this section and is a registered voter in the county, is not an employee of city government, does not hold any elected or appointed office in county government or in city government, does not hold any elected office in state government or the government of the United States, and is not a candidate for any elected office in county government, city government, state government, or the government of the United States. A person is not eligible to serve as a member of the ethics commission if that person has a personal interest as defined in this article.