

Mt. Juliet, Tennessee

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



Agenda

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](#)

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](#)

2. Call to Order & Declare a Quorum Present**3. Set Agenda****4. Invocation & 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](#)

6. Citizens Comments

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

7. Commissioner Reports & Comments**8. City Manager's Report****9. Unfinished Business Consent Agenda Items:**

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](#)

Legislative History

9/8/25 Board of Commissioners recommended for second reading to the Board of Commissioners

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

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](#)

Legislative History

6/9/25	Board of Commissioners	deferred indefinitely to the Board of Commissioners
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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](#)

Legislative History

2/20/25	Planning Commission	**negative recommendation to the Board of Commissioners
4/28/25	Board of Commissioners	recommended for second reading to the Board of Commissioners
6/9/25	Board of Commissioners	deferred indefinitely to the Board of Commissioners

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](#)

Legislative History

6/9/25	Board of Commissioners	deferred indefinitely to the Board of Commissioners
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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](#)

Legislative History

2/20/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
4/28/25	Board of Commissioners	recommended for second reading to the Board of Commissioners
6/9/25	Board of Commissioners	deferred indefinitely to the Board of Commissioners

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](#)

Legislative History

2/20/25	Planning Commission	deferred to the Planning Commission
3/20/25	Planning Commission	**negative recommendation to the Board of Commissioners

4/28/25	Board of Commissioners	recommended for second reading to the Board of Commissioners
6/9/25	Board of Commissioners	deferred indefinitely to the Board of Commissioners

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

Legislative History

7/14/25	Board of Commissioners	recommended for second reading to the Planning Commission
8/21/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
9/8/25	Board of Commissioners	deferred to the Board of Commissioners

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](#)

- 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](#)

- 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](#)

- 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](#)

- 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 \(RJ Corman\)](#)

- 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](#)

13. Adjournment



Mt. Juliet, Tennessee

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

Staff Report

File #: 1409

Agenda Date: 9/22/2025

Agenda #:

Title:

Board of Commissioners Workshop Notice

Public Notice

The City of Mt. Juliet Board of Commissioners will hold a workshop on Monday, September 22, 2025, from 5:15 PM - 6:00 PM to discuss the City Hall needs assessment being prepared by the Architect Workshop and other related items.

The public is invited to attend and comment.

City of Mt. Juliet



Mt. Juliet, Tennessee

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

Staff Report

File #: 1408

Agenda Date: 9/22/2025

Agenda #: 1.A.

Title:

Public Hearing Notice

Public Notice

The Board of Commissioners of the City of Mt. Juliet will conduct a public hearing and consider the following on September 22, 2025, at 6:15PM, at City Hall located at 2425 N. Mt. Juliet Road.

- 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
- 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
- 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
- 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, and to adopt the Plan of Services.
- An Ordinance to Rezone Approximately 403.44 Acres of Property off 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

The public is invited to attend and comment.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1407

Agenda Date: 9/22/2025

Agenda #: 5.A.

Title:

Meeting Minutes to be Approved - 9-8-2025

Mt. Juliet, Tennessee

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



Meeting Minutes

Monday, September 8, 2025

6:30 PM

Commission Chambers

Board of Commissioners

Davis Nolan Proclamation

Mayor Maness presented multiple proclamations, including one honoring longtime local weather reporter Davis Nolan upon his retirement. Mayor Maness expressed his appreciation for Mr. Nolan’s service to the community and declared the day as “Davis Nolan Day” in the City of Mt. Juliet.

Mayor Maness also issued a proclamation recognizing the 250th Birthday of the U.S. Constitution, proclaiming the week of September 17-23 as “Constitution Week” in the City of Mt. Juliet, in coordination with the local DAR Chapter.

1. Public Hearing 6:15 PM

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

Kevin Forbes, speaking on behalf of the Convenience Store item, expressed concern regarding its close proximity to his automotive garage. He noted issues related to the use of the property and potential parking impacts.

1.A. Public Hearing Notice – 9-8-2025

[1374](#)

Attachments: [Public Notice](#)

2. Call to Order & Declare a Quorum Present

Mayor Maness called the meeting to order at 6:30PM and declared a quorum present.

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

3. Set Agenda

The agenda was approved as published with no objections.

4. Invocation & Pledge of Allegiance

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

5. Approval of Minutes

5.A. Meeting Minutes to be Approved - 8-11-2025

[1366](#)

Attachments: [Meeting Minutes to be Approved - 8-11-2025](#)

The Minutes were approved.

RESULT: APPROVED

MOVER: Scott Hefner

SECONDER: Bill Trivett

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

6. Citizens Comments

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

Cynthia Sharp, 902 Lexie Court, spoke in opposition to the Mira Bella development.

Krysta Dancy-Cabeal, 602 Cooks Hill Road, spoke in opposition to the Mira Bella development due to concerns with Lebanon Road traffic, but noted she believed it was a good development overall.

Clarence Head, 200 Maple Way, spoke in opposition to the Mira Bella development due to concerns with nearby roads, but stated he believed it was a good development overall.

7. Commissioner Reports & Comments

Commissioner Giles thanked all who participated in the Annual BPAC Walk. He also expressed appreciation to the Mt. Juliet Police Department and Mt. Juliet Fire Department for their recent efforts.

Vice Mayor Trivett thanked everyone for attending the meeting and emphasized the importance of teamwork within the City. He expressed appreciation for the City staff and their positive attitude, as well as the community as a whole. He also reminded drivers to stop at school bus stops and to slow down while driving.

Commissioner Hefner thanked everyone for attending and for the citizen comments shared. He highlighted the upcoming Mt. Juliet Police Department Ribbon Cutting, noted that sales tax revenue is up, and stated he is looking forward to the mid-year review. He encouraged residents to shop local and also gave praise to the Mt. Juliet Fire Department regarding the recent fire incident.

Commissioner Milele thanked everyone for attending and speaking. She explained that improvements to roads, sidewalks, and other infrastructure are made possible through development.

Mayor Maness had no comments.

8. City Manager's Report

City Manager Kenny Martin thanked everyone for attending, encouraged support for veterans, and reminded citizens to shop local. He expressed appreciation to the Mt. Juliet Police Department, EMS, and highlighted the use of LPR cameras.

Mr. Martin recognized the Senior Citizens Center for showing up and announced several business updates, including the opening of Tholos, as well as the upcoming additions of Rooms to Go, Havertys Furniture, Slick City, and Texas Roadhouse.

He mentioned that Deputy City Manager and City Recorder Sheila Luckett will be retiring soon, congratulated her on her time with the City, and recognized Commissioner Hefner for his five years of service; Commissioner Hefner responded that it has been his pleasure to serve and announced that this would be his final term.

Finally, Mr. Martin recognized Mayor Maness for his fifteen years of service to the City.

9. Unfinished Business

9.A. AN ORDINANCE TO REZONE APPROXIMATELY 0.48 ACRES OF PROPERTY AT 2190 N. MT. JULIET ROAD, MAP 072I, GROUP C, PARCEL 011.00 FROM CTC TO CNS PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR A CONVENIENCE STORE

[0669](#)

Sponsors: Planning Commission Negative Recommendation

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

Commissioner Milele confirmed with City Planner Jon Baughman why certain conditions had been removed. She expressed concern regarding parking, noting that only one handicap space was provided. She also stated she had not been present for the first reading but wanted to voice her concerns.

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

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Scott Hefner

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

Nay: Commissioner Milele
Enactment No: 2025-39

9.B. AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 8790 SAUNDERSVILLE ROAD, APPROXIMATELY 1 ACRE, MAP 032H, GROUP A, PARCEL 009.00 FROM RS-40 TO RS-30

[1305](#)

Sponsors: Planning Commission Positive Recommendation

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

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

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: Scott Hefner

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 2025-40

9.C. AN ORDINANCE TO APPROVE THE LEASE AGREEMENT WITH THE [1265](#)
MT. JULIET-WEST WILSON COUNTY SENIOR CITIZENS SERVICE
CENTER FOR THE MT. JULIET SENIOR ACTIVITY CENTER

Sponsors: Kenneth Martin, City Manager,

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

Commissioner Giles made a motion to amend the contract to require the policy be endorsed with additional insured, and provide a copy of declaration in addition to the Certificate of Insurance (COI). Vice Mayor Trivett seconded the motion.

Rob Porter, representing the Senior Citizens Center, confirmed he was in agreement with the proposed amendment.

Vote: Motion to amend carried by unanimous vote.

Back on the ordinance as 1x amended.

Mayor Maness noted highlighted sections in the contract pointed out by City Attorney Burnett for Board review.

Discussion was held.

Commissioner Hefner made a motion to defer the item for one meeting, seconded by Vice Mayor Trivett. Commissioner Hefner requested the Finance Director and City Manager work on the matter during the deferral period.

Vote: Motion to defer carried by unanimous vote.

This Ordinance was deferred to the Board of Commissioners due back on 9/22/2025

10. New Business

10.A. AN ORDINANCE TO REZONE APPROXIMATELY 20.10 ACRES OF PROPERTY KNOWN AS SPRINGS AT MT JULIET LOCATED AT 2937 CURD RD, MAP 054, PARCELS 100.03, 100.01 AND 100.05 FROM RS-20 TO CTC-PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN

[1179](#)

Sponsors: Planning Commission Negative Recommendation

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

Commissioner Milele asked why the item had received a negative recommendation at the Planning Commission. City Planner Jon Baughman and Public Works staff provided explanations.

Discussion was held.

Commissioner Milele requested to hear from the applicant's representative.

Preston Steinle, 1020 Crimson Way, Hendersonville TN, addressed the Board.

Discussion was held.

Commissioner Milele made a motion to add two parallel parking spaces on the western side in between the units on Private Road F, where Private Road F connects to Road A. The motion also included:

Connection of the multipath on the north side to the south side,

Addition of a crosswalk on Public Road A at the north of Road C to connect north and south for a potential playground,

All improvements to be placed wherever Public Works determines appropriate.

Vice Mayor Trivett seconded the motion.

Discussion was held on number of parking spaces.

Back on Amendment Motion

The motion passed by unanimous vote.

Back on the ordinance as 1x amended.

Vice Mayor Trivett continued discussion regarding the number of parking spaces and other concerns.

Discussion was held.

Commissioner Hefner asked if a traffic study had been completed.

A representative with KSI Technologies, explained the results of the traffic study and noted that the impacts on Lebanon Road were expected to be fairly minimal.

Discussion was held.

Commissioner Hefner asked about a \$7,500 per unit contribution for off-site improvements, which the applicant initially declined.

Mayor Maness asked, under Condition #20, what percentage of the development would require grinder pumps. Utilities Director Tim Forkum responded that approximately 19 units would require grinders due to the terrain and depth.

It was noted that the Planning Commission condition to remove Units #116 and #117 was already included.

Mayor Maness made a motion in the Engineering section to adopt Condition 1.a. Vice Mayor Trivett seconded the motion. City Traffic Engineer Todd Serbent asked about the condition, and the Board agreed to strike everything after the word "supported."

Vote: Motion carried by unanimous vote.

Back on the ordinance as 2x amended.

Vice Mayor Trivett made a motion that all streets be signed for no parking outside of designated spaces. Mayor Maness seconded the motion.

Vote: Motion carried by unanimous vote.

Back on the ordinance as 3x amended.

Commissioner Milele made a motion to remove Engineering Condition 1.b. Mayor Maness seconded the motion.

Vote: Motion carried by unanimous vote.

Back on the ordinance as 4x amended.

Discussion was held regarding voluntary contributions.

Vice Mayor Trivett made a motion to strike the word "recommended" in Engineering Condition 2 and 3, seconded by Commissioner Giles, to make it required.

Vote: Motion carried by unanimous vote.

Back on the ordinance as 5x amended.

Commissioner Giles expressed concern regarding capacity issues, the pump station that would be constructed, and the use of grinder pumps.

Discussion was held.

A motion was made by Commissioner Hefner, 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: Scott Hefner

SECONDER: Jennifer Milele

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

10.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](#)

Mayor Maness announced that Items 10.B. and 10.C. would be read together. There were no objections.

A motion was made by Commissioner Hefner, 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: Scott Hefner

SECONDER: Jennifer Milele

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

10.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](#)

Mayor Maness announced that Items 10.B. and 10.C. would be read together. There were no objections.

Mayor Maness made a motion, under Engineering Condition #15, to adopt variance bullet numbers 1, 2, 3, 4, 5, 6, and 7. Commissioner Milele seconded the motion.

Vote: Motion carried by unanimous vote.

Back on the ordinance as 1x amended.

Commissioner Giles made a motion to add language specifying that second reading is contingent upon including the sales agreement and Vice Mayor Trivett seconded the motion.

Discussion was held regarding the sale of City property being incorporated into the second reading. It was noted that the sales agreement would be considered on 2nd reading via a resolution.

Vote: Motion carried by unanimous vote.

Back on the ordinance as 2x amended.

Commissioner Milele referred to page C1.01 of the plans, noting that no mulch would be used and the area would be paved.

Commissioner Milele then made a motion to approve a variance for sod at a 70/30 ratio and for the façade to require 70% Hardie board and 30% secondary material, adopting these conditions. Commissioner Giles seconded the motion.

Vote: Motion carried by unanimous vote.

Back on the ordinance as 3x amended.

Commissioner Milele made a motion on Staff Report Condition #7 requiring all driveways to be 22 feet.

Discussion was held. Motion died for lack of second.

The applicant presented a slideshow showing sidewalks and driveways.

Mayor Maness then made a motion to adopt Staff Report Waivers/Variations 1, 2, 3, 5, 6, 10, 11, 12, 13, 14, 15, and 17. Vice Mayor Trivett seconded the motion.

Discussion was held.

Vote: Motion carried by unanimous vote.

Back on the ordinance as 4x amended.

City Traffic Engineer Todd Serbent requested to amend Amendment #1 regarding Engineering Variance Bullet #7, to require sidewalks across all frontage.

Mayor Maness made a motion to remove the waiver. Commissioner Giles seconded the motion.

Vote: Motion carried by unanimous vote.

Back on the ordinance as 5x amended.

Under the Public Works variance, Bullet 4 was discussed.

Mayor Maness made a motion to bring the requirement down to a 15% maximum, substituting "25%" with "15%." Commissioner Giles seconded the motion.

Vote: Motion carried by unanimous vote.

Back on the ordinance as 6x amended.

Commissioner Milele made a motion to install signage along the trail for walkers and cyclists indicating that a bathroom is nearby if needed. The motion was removed, with the intent to bring it back up at second reading.

Discussion was held.

Commissioner Hefner made a motion to change under Condition 16.a.i., the timing of the traffic light and a possible credit to voluntary contributions. The motion was removed, with the intent to bring it back up at second reading.

City Planner Jon Baughman brought attention to Planning and Zoning Condition #26 (re providing commercial on Golden Bear), recommending it be removed.

Commissioner Hefner made a motion to remove Condition #26, seconded by Mayor Maness.

Vote: Motion carried by unanimous vote.

Back on the ordinance as 7x amended.

A motion was made by Commissioner Hefner, 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: Scott Hefner

SECONDER: Jennifer Milele

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

- 10.D. 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](#)
[Plan of Services](#)
[Staff Report](#)

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, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

- 10.E.** 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](#)

A motion was made by Commissioner Hefner, 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: Scott Hefner

SECONDER: Jennifer Milele

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

- 10.F.** 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](#)

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, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

- 10.G.** 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](#)

A motion was made by Commissioner Giles, seconded by Commissioner Hefner, 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: Scott Hefner

Aye: Commissioner Giles, Mayor Maness, and Commissioner Hefner

Nay: Vice Mayor/Commissioner Trivett, and Commissioner Milele

- 10.H.** 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](#)

A motion was made by Commissioner Hefner, seconded by Commissioner Milele, that this Ordinance be recommended for second reading to the Board of Commissioners, on meeting date of 9/22/2025. The motion carried by the following vote:

RESULT: RECOMMENDED FOR SECOND READING

MOVER: Scott Hefner

SECONDER: Jennifer Milele

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

10.I. A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE CERTIFICATE OF COMPLIANCE FOR SFM, LLC DBA SPROUTS FARMERS MARKET #588 LOCATED AT 1919 N MT. JULIET RD, MT. JULIET, TN TO SELL WINE [1372](#)

Sponsors: Kenneth Martin, City Manager,

Attachments: [Resolution](#)

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

RESULT: ADOPTED

MOVER: Art Giles

SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 64-2025

11. Discussion Items

11.A. Mira Bella Development [1375](#)

Sponsors: Scott Hefner, Commissioner

Commissioner Hefner asked the applicant to provide updates to the Board, noting that second reading would be at the next meeting.

Cherie Akers presented a slide show with a sewer update.

Discussion was held.

11.B. Real Estate Advisory Committee Report [1377](#)

Sponsors: Art Giles, Commissioner

Attachments: [Real Estate Advisory Committee Report](#)
[Real Estate Advisory Committee Minutes - Draft - 8-26-2025](#)

Commissioner and Chairperson Giles presented the report of the Real Estate Advisory Committee to the Board of Commissioners. He noted difficulties with selling the York Road property and explained the role of the committee, which is to determine the value of City-owned properties and recommend three real estate agents. He outlined the committee's findings and how the conclusions were reached, further stating that he does not support selling either property.

Discussion was held regarding the possibility of placing a fire station on the Golden Bear property.

Deputy Fire Chief Edwards provided his input.

Commissioner Milele stated she does not support the sale of the York Road property. Mayor Maness expressed the belief that the City could work something out with Sutton on the Golden Bear property, but agreed that the York Road property should not be sold quickly.

Discussion was held.

11.C. Status and Progression of City Hall Needs Assessment [1381](#)

Sponsors: Art Giles, Commissioner

City Manager Martin responded to Commissioner Giles' question regarding whether the project had been halted. Mr. Martin explained that the project had been delayed due to the budget process but noted that he could request to expedite the process moving forward. He added that Commissioners had received a letter providing updates on the matter.

12. Adjournment

10:46 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 #: 1378

Agenda Date: 9/22/2025

Agenda #: 9.A.

Title:

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

ORDINANCE 2025-_____

**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**

WHEREAS, the City of Mt. Juliet has property insurance coverage on its traffic signals; and

WHEREAS, a traffic signal cabinet was struck by lightning on July 18, 2025; and

WHEREAS, the cabinet was significantly damaged and needed to be replaced; and

WHEREAS, the City has received proceeds from the insurance carrier for the replacement of the cabinet.

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:

State Street Aid Fund

Increase the Following Expenditures:

121-43100-264	Repair & Maintenance Traffic Lights	\$ 9,319
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Increase the Following Revenue:

121-36350	Insurance Recoveries	\$ 9,319
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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. 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 #: 1247
10.A.

Agenda Date: 9/22/2025

Agenda #:

Title:

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

RESOLUTION – 2025

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:

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 Mira Bella Subdivision located at The Southeast Intersection of Lebanon Road and Bass Lane, 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 THE SOUTHEAST INTERSECTION OF LEBANON ROAD AND BASS LANE, 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 with automatic and 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:

RESOLUTION – 2025

1. The Planning Jurisdiction of the City already includes the annexed area. The property herein annexed is recommended to be zoned RS 40 & CNS PUD

J. Street Lighting

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

K. Recreation

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

L. Electrical Service

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

NOW THEREFORE BE IT RESOLVED:

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

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

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

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 #: 1066
10.B.

Agenda Date: 9/22/2025

Agenda #:

Title:

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.

ORDINANCE NO. _____

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.

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of February 20, 2025, and forwarded a negative recommendation (Vote 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 _____ and notice thereof published in the Chronicle of Mt. Juliet on August 20, 2025; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to annex the subject property of approximately 403.44 acres, into the corporate boundaries of the City of Mt. Juliet; 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.

Should the associated preliminary master development plan and planned unit development fail to receive approval from the Board of Commissioners, the annexation and plan of services shall be void.

SECTION 2. – PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and received a negative recommendation with a vote of (5-1-0) in a regular meeting to be held on February 20, 2025.

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

BE IT FURTHER ORDAINED

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

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

PASSED:

FIRST READING: _____

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 211.74 ACRE TRACT

A tract or parcel of land located in the 2nd Civil District of Wilson County, Tennessee and being bounded on the West by Gleaves, McGuire, Antonicello, Lilly, Hall, Lind and the easterly Right of Way of Beckwith Road and on the North by Nelson, Sawusch-Pytuk, Work, Chandler, Howard, Brown and the southerly terminus of Bass Lane, on the East by Graves and Brewer and on the South by Brewer, Tomlinson, Branner, Smith, Murphy and Lind and being more particularly described as follows:

Beginning at an iron pin in the easterly margin of Beckwith Road, said pin being the Southwest corner of the William Gleaves property (DB.1675, PG.2051, R.O.W.C.T.) and the most northwesterly corner of the property herein described, also being 25 feet from the centerline of said road. Said pin being the POINT OF BEGINNING.

Thence, with the line of Gleaves, South 81 Degrees 11 Minutes 27 Seconds East, a distance of 505.87 feet to an iron pin.

Thence, South 80 Degrees 51 Minutes 19 Seconds East, a distance of 469.51 feet to an iron pin.

Thence, North 23 Degrees 14 Minutes 13 Seconds East, a distance of 7.83 feet to a wooden fence post.

Thence, North 07 Degrees 51 Minutes 33 Seconds East, a distance of 364.91 feet to an iron pin.

Thence, North 06 Degrees 11 Minutes 19 Seconds East, a distance of 305.07 feet to an iron pin in the line of the Bryan Nelson property (DB.2021, PG.1728, R.O.W.C.T.).

Thence, with the line of Nelson, South 78 Degrees 40 Minutes 16 Seconds East, a distance of 204.58 feet to an iron pin.

Thence, South 79 Degrees 31 Minutes 39 Seconds East, a distance of 268.15 feet to an iron pin.

Thence, South 80 Degrees 56 Minutes 12 Seconds East, a distance of 216.41 feet to an iron pin in the line of the Candice Sawusch-Pytuk property (DB.1867, PG.1553, R.O.W.C.T.).

Thence, with the line of Sawusch-Pytuk, South 02 Degrees 27 Minutes 45 Seconds West, a distance of 10.87 feet to an iron pin.

Thence, South 78 Degrees 34 Minutes 52 Seconds East, a distance of 574.08 feet to an iron pin.

Thence, North 07 Degrees 29 Minutes 36 Seconds East, a distance of 872.06 feet to an iron pin.

Thence, North 66 Degrees 07 Minutes 20 Seconds East, a distance of 520.98 feet to an iron pin in the line of the Chad Work property (DB.2186, PG.1630, R.O.W.C.T.).

Thence, with the line of Work, South 60 Degrees 56 Minutes 42 Seconds East, a distance of 37.68 feet to an iron pin.

Thence, South 38 Degrees 42 Minutes 55 Seconds East, a distance of 29.18 feet to an iron pin.

Thence, South 12 Degrees 12 Minutes 59 Seconds East, a distance of 54.72 feet to an iron pin.

Thence, South 06 Degrees 44 Minutes 54 Seconds East, a distance of 147.61 feet to an iron pin.

Thence, South 06 Degrees 29 Minutes 21 Seconds East, a distance of 568.56 feet to an iron pin.

Thence, South 87 Degrees 35 Minutes 45 Seconds East, a distance of 631.42 feet to an iron pin.

Thence, North 02 Degrees 24 Minutes 15 Seconds East, a distance of 624.30 feet to an iron pin in the southerly terminus of Bass Lane.

Thence, with the road right-of-way, South 60 Degrees 11 Minutes 25 Seconds East, a distance of 55.93 feet to an iron pin in the line of the James Chandler property (DB.1818, PG.590, R.O.W.C.T.).

Thence, with the line of Chandler, South 02 Degrees 21 Minutes 58 Seconds West, a distance of 244.46 feet to an iron pin.

Thence, South 88 Degrees 37 Minutes 53 Seconds East, a distance of 790.97 feet to an iron pin.

Thence, North 02 Degrees 29 Minutes 03 Seconds East, a distance of 204.65 feet to an iron pin in the line of the Robert Howard property (DB.2247, PG.1057, R.O.W.C.T.).

Thence, with the line of Howard, South 80 Degrees 00 Minutes 14 Seconds East, a distance of 670.96 feet to an iron pin.

Thence, South 57 Degrees 54 Minutes 41 Seconds East, a distance of 150.62 feet to an iron pin in the line of the Jeff Brown property (DB.2127, PG.190, R.O.W.C.T.).

Thence, with the line of Brown, South 80 Degrees 27 Minutes 30 Seconds East, a distance of 524.95 feet to an iron pin.

Thence, South 22 Degrees 39 Minutes 56 Seconds East, a distance of 994.82 feet to an iron pin in the northeasterly corner of the Alton Graves property (DB.1987, PG.1691, R.O.W.C.T.).

Thence, with the line of Graves, North 81 Degrees 41 Minutes 26 Seconds West, a distance of 869.02 feet to a post in the line of the Daphine Brewer property (DB.1987, PG.1700, R.O.W.C.T.).

Thence, with the line of Brewer, North 81 Degrees 02 Minutes 23 Seconds West, a distance of 313.54 feet to an iron pin

Thence, South 09 Degrees 07 Minutes 50 Seconds West, a distance of 454.82 feet to a post.

Thence, South 08 Degrees 57 Minutes 25 Seconds West, a distance of 410.15 feet to a post.

Thence, South 09 Degrees 45 Minutes 26 Seconds West, a distance of 444.86 feet to an iron pin.

Thence, North 80 Degrees 28 Minutes 06 Seconds West, a distance of 144.76 feet to a post.

Thence, North 79 Degrees 05 Minutes 17 Seconds West, a distance of 178.40 feet to an iron pin.

Thence, North 78 Degrees 14 Minutes 44 Seconds West, a distance of 255.45 feet to a 18" Hickory.

Thence, North 78 Degrees 45 Minutes 02 Seconds West, a distance of 323.94 feet to a post.

Thence, North 77 Degrees 10 Minutes 18 Seconds West, a distance of 206.81 feet to an iron pin in the northeasterly corner of the Danny Tomlinson property (DB.421, PG.686, R.O.W.C.T.).

Thence, with the line of Tomlinson, North 79 Degrees 09 Minutes 20 Seconds West, a distance of 548.07 feet to an iron pin.

Thence, North 80 Degrees 13 Minutes 29 Seconds West, a distance of 575.88 feet to an iron pin in the northeasterly corner of the Ted Branner property (DB.825, PG.1, R.O.W.C.T.).

Thence, with the line of Branner, North 60 Degrees 29 Minutes 14 Seconds West, a distance of 70.25 feet to an iron pin.

Thence, North 79 Degrees 48 Minutes 43 Seconds West, a distance of 470.48 feet to an iron pipe.

Thence, South 07 Degrees 53 Minutes 01 Seconds West, a distance of 933.02 feet to an iron pin.

Thence, South 08 Degrees 33 Minutes 07 Seconds West, a distance of 195.58 feet to an iron pin.

Thence, North 79 Degrees 52 Minutes 20 Seconds West, a distance of 431.17 feet to an iron pin in the northeasterly corner of the Thomas Smith property (DB.432, PG.137, R.O.W.C.T.).

Thence, with the line of Thomas, North 83 Degrees 24 Minutes 25 Seconds West, a distance of 247.60 feet to an iron pin in the northeasterly corner of the Brenda Murphy property (DB.455, PG.232, R.O.W.C.T.).

Thence, with the line of Murphy, North 82 Degrees 00 Minutes 54 Seconds West, a distance of 161.52 feet to an iron pin in the northeasterly corner of the Zachary Lind property (DB.2167, PG.217, R.O.W.C.T.).

Thence, with the line of Lind, North 69 Degrees 26 Minutes 43 Seconds West, a distance of 32.35 feet to an iron pin.

Thence, South 87 Degrees 50 Minutes 53 Seconds West, a distance of 81.33 feet to an iron pin.

Thence, North 79 Degrees 33 Minutes 48 Seconds West, a distance of 300.98 feet to an iron pin in the southeasterly corner of the Mark Lind property (DB.1944, PG.1103, R.O.W.C.T.).

Thence, with the line of Lind, North 09 Degrees 52 Minutes 17 Seconds East, a distance of 211.16 feet to an iron pin in the southeasterly corner of the William Hall property (DB.1746, PG.1122, R.O.W.C.T.).

Thence, with the line of Hall, North 09 Degrees 36 Minutes 50 Seconds East, a distance of 756.48 feet to an iron pin.

Thence, North 84 Degrees 15 Minutes 24 Seconds West, a distance of 641.45 feet to an iron pin in the southeasterly corner of the David Lilly property (DB.2104, PG.992, R.O.W.C.T.).

Thence, with the line of Lilly, North 11 Degrees 15 Minutes 01 Seconds East, a distance of 303.62 feet to an iron pin in the southeasterly corner of the Ryan Antonicello property (DB.1991, PG.1609, R.O.W.C.T.).

Thence, with the line of Antonicello, North 12 Degrees 09 Minutes 59 Seconds East, a distance of 27.10 feet to a t-post.

Thence, North 10 Degrees 51 Minutes 32 Seconds East, a distance of 46.67 feet to an iron pin.

Thence, North 81 Degrees 10 Minutes 21 Seconds West, a distance of 84.75 feet to a point.

Thence, North 81 Degrees 38 Minutes 10 Seconds West, a distance of 156.25 feet to an iron pin in the southeasterly corner of the Jeffery McGuire property (DB.1855, PG.1528, R.O.W.C.T.).

Thence, with the line of McGuire, North 16 Degrees 20 Minutes 37 Seconds East, a distance of 121.20 feet to a 18" Hickory.

Thence, North 77 Degrees 29 Minutes 23 Seconds West, a distance of 134.34 feet to an iron pin in the easterly right-of-way of Beckwith Road.

Thence, North 15 Degrees 46 Minutes 42 Seconds East, a distance of 24.69 feet to a point.

Thence, North 13 Degrees 29 Minutes 10 Seconds East, a distance of 66.37 feet to the POINT OF BEGINNING.

Said tract containing 211.74 acres or 9,223,382 sq.ft. more or less by a survey performed by Keith & Associates Land Surveying Inc., dated August 14, 2023.

Tract 1 & 2

A tract or parcel of land located in the 2nd Civil District of Wilson County, Tennessee and being bounded on the West by Howard, Rios, White, Blanton, Jones, Taylor, Gapen, Matthew Swindoll, Phillip Swindoll, and the easterly Right of Way of Bass Lane, on the North by Rinser, Dickens, Rogers, Wagner, Ross, and the southerly Right of Way of Lebanon Road, on the East by Fuqua Family Trust, and on the South by Marks, Brown and the remaining lands of the Tracy Lawrence property and being more particularly described as follows:

Beginning at an iron pin in the easterly margin of Bass Lane, said pin being the Northwest corner of the Phillip Swindoll property (DB.1614, PG.15, R.O.W.C.T.) and the most westerly corner of the property herein described, also being 25 feet from the centerline of Bass Lane. Said pin being THE POINT OF BEGINNING.

Thence, with the easterly margin of aforementioned road, North 16 Degrees 23 Minutes 45 Seconds East, a distance of 181.42 feet to a point.

Thence, North 13 Degrees 07 Minutes 26 Seconds East, a distance of 64.51 feet to a point.

Thence, North 10 Degrees 59 Minutes 20 Seconds East, a distance of 156.71 feet to an iron pin. Said pin being the Southwest corner of the Gloria Rinser property (DB. 1987, PG.1400, R.O.W.C.T.) and the Northwest corner of the property herein described.

Thence, leaving the easterly margin of road, with the line of Rinser, South 89 Degrees 03 Minutes 10 Seconds East, a distance of 164.22 feet to an iron pin.

Thence, South 80 Degrees 02 Minutes 07 Seconds East, a distance of 205.98 feet to an iron pin.

Thence, South 44 Degrees 37 Minutes 52 Seconds East, a distance of 20.31 feet to an eighteen-inch hackberry tree.

Thence, South 83 Degrees 46 Minutes 47 Seconds East, a distance of 698.54 feet to an iron pin.

Thence, North 81 Degrees 22 Minutes 17 Seconds East, a distance of 983.25 feet to an iron pin. Said pin being a common corner of the Rinser property and the Anita Dickens property (DB.1924, PG.443, R.O.W.C.T.) and the property herein described.

Thence with the line of Dickens, South 78 Degrees 21 Minutes 09 Seconds East, a distance of 485.87 feet to a wooden fence post. Said post being a common corner of the Dickens property and the Cynthia Rogers property (DB.2086, PG.2274, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Rogers, South 78 Degrees 16 Minutes 48 Seconds East, a distance of 347.28 feet to a wooden fence post.

Thence, South 83 Degrees 10 Minutes 28 Seconds East, a distance of 288.17 feet to an iron pin.

Thence, North 08 Degrees 37 Minutes 07 Seconds East, a distance of 841.62 feet to an iron pin. Said pin being a common corner of the Rogers property and the Rodney Wagner property (DB.1181, PG.2199, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Wagner, South 81 Degrees 35 Minutes 06 Seconds East, a distance of 455.54 feet to an iron pin. Said pin being a common corner of the Thomas M. Ross, Jr. property (DB.805, 2157, R.O.W.C.T.) and the property herein described.

Thence, with the line of Ross, Jr., North 08 Degrees 38 Minutes 04 Seconds East, a distance of 1091.12 feet to an iron pin set in the southerly margin of Lebanon Road. Said pin being the Northeast corner of the Ross, Jr. property and the Northwest corner of the property herein described, also being 40 feet from the centerline of Lebanon Road.

Thence, with the southerly margin of aforementioned road, South 81 Degrees 22 Minutes 06 Seconds East, a distance of 674.58 feet to a point in the centerline of a creek. Said point being the Northwest corner of the Fuqua Family Trust property (DB.1643, PG.1769, R.O.W.C.T.) and the Northeast corner of the property herein described.

Thence, leaving the southerly margin of Lebanon Road, with the line of Fuqua Family Trust (centerline of creek), South 01 Degrees 34 Minutes 14 Seconds West, a distance of 109.76 feet to a point.

Thence, South 30 Degrees 52 Minutes 20 Seconds West, a distance of 43.56 feet to a point.

Thence, South 11 Degrees 56 Minutes 29 Seconds East, a distance of 63.60 feet to a point.

Thence, South 38 Degrees 37 Minutes 24 Seconds West, a distance of 36.21 feet to a point.

Thence, South 23 Degrees 30 Minutes 22 Seconds East, a distance of 64.24 feet to a point.

Thence, South 17 Degrees 26 Minutes 13 Seconds West, a distance of 36.65 feet to a point.

Thence, South 46 Degrees 08 Minutes 17 Seconds West, a distance of 133.92 feet to a point.

Thence, South 61 Degrees 55 Minutes 13 Seconds West, a distance of 141.30 feet to a point in the centerline of creek.

Thence, leaving said creek, South 33 Degrees 40 Minutes 06 Seconds West, a distance of 124.22 feet to a point.

Thence, South 14 Degrees 55 Minutes 34 Seconds West, a distance of 402.59 feet to an iron pin.

Thence, North 86 Degrees 43 Minutes 41 Seconds East, passing a witness pin at 266.02 feet, a total distance of 276.31 feet to a point in the centerline of creek.

Thence, with the centerline of said creek, South 01 Degrees 53 Minutes 11 Seconds East, a distance of 65.45 feet to a point.

Thence, South 11 Degrees 25 Minutes 36 Seconds East, a distance of 70.05 feet to a point.

Thence, South 08 Degrees 27 Minutes 55 Seconds West, a distance of 58.25 feet to a point.

Thence, South 04 Degrees 17 Minutes 37 Seconds East, a distance of 343.30 feet to a point.

Thence, South 13 Degrees 07 Minutes 04 Seconds East, a distance of 52.54 feet to a point.

Thence, South 14 Degrees 58 Minutes 04 Seconds West, a distance of 90.40 feet to a point.

Thence, South 37 Degrees 16 Minutes 56 Seconds West, a distance of 87.99 feet to a point.

Thence, South 03 Degrees 28 Minutes 33 Seconds West, a distance of 43.38 feet to a point.

Thence, South 39 Degrees 30 Minutes 46 Seconds West, a distance of 110.60 feet to a point.

Thence, South 74 Degrees 04 Minutes 40 Seconds West, a distance of 71.36 feet to a point.

Thence, South 34 Degrees 45 Minutes 32 Seconds West, a distance of 45.52 feet to a point in the centerline of creek.

Thence, leaving said creek, North 86 Degrees 42 Minutes 06 Seconds West, passing a witness pin at 12.19 feet, a total distance of 334.30 feet to an iron pin.

Thence, South 07 Degrees 32 Minutes 51 Seconds West, a distance of 400.41 feet to a fourteen-inch hackberry tree.

Thence, South 08 Degrees 20 Minutes 09 Seconds West, a distance of 755.46 feet to an iron pin.

Thence, North 79 Degrees 50 Minutes 12 Seconds West, a distance of 409.68 feet to an iron pin.

Thence, South 07 Degrees 55 Minutes 58 Seconds West, a distance of 313.82 feet to an iron pin.

Thence, South 08 Degrees 37 Minutes 31 Seconds West, a distance of 381.74 feet to an iron pin.

Thence, South 80 Degrees 52 Minutes 15 Seconds East, a distance of 448.12 feet to an iron pin.

Thence, South 08 Degrees 06 Minutes 52 Seconds West, a distance of 463.09 feet to an iron pin.

Thence, South 06 Degrees 12 Minutes 33 Seconds West, a distance of 715.36 feet to an iron pin.

Thence, South 08 Degrees 12 Minutes 47 Seconds West, a distance of 923.79 feet to an iron pin. Said pin being a common corner of the Fuqua Family Trust property and the Samuel Marks property (DB.429, PG.947, R.O.W.C.T.) and the Southeast corner of the property herein described.

Thence, with the line of Marks, South 83 Degrees 59 Minutes 59 Seconds West, a distance of 127.16 feet to a wooden fence post.

Thence, North 81 Degrees 23 Minutes 22 Seconds West, a distance of 242.45 feet to an iron pin. Said pin being a common corner of the Samuel Marks property and the Jeff Brown property (DB.2127, PG.190, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Brown, North 22 Degrees 25 Minutes 32 Seconds West, a distance of 1305.78 feet to an iron pin.

Thence, North 24 Degrees 49 Minutes 27 Seconds East, a distance of 30.68 feet to an iron pin.

Thence, North 80 Degrees 33 Minutes 13 Seconds West, a distance of 523.89 feet to an iron pin.

Thence, South 26 Degrees 05 Minutes 33 Seconds West, a distance of 313.11 feet to an iron pin. Said pin being a common corner of the Jeff Brown property and the remaining lands of the Tracy L. Lawrence property (DB.443, PG.83, R.O.W.C.T.) and a point on line of the property herein described.

Thence, severing the lands of Lawrence, North 57 Degrees 54 Minutes 41 Seconds West, a distance of 150.62 feet to an iron pin. Said pin being a common corner of the remaining lands of the Lawrence property and the Robert Howard property (DB.414, PG.298, R.O.W.C.T.) and the Southwest corner of the property herein described.

Thence, with the line of Howard, North 08 Degrees 14 Minutes 25 Seconds East, a distance of 286.30 to an iron pin. Said pin being a common corner of the Robert Howard property and Ricardo Rios property (DB.1464, PG.849, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Rios, North 08 Degrees 09 Minutes 35 Seconds East, a distance of 214.88 feet to an iron pin. Said pin being a common corner of the Ricardo Rios property and John White property (DB.395, PG.492, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of White, North 08 Degrees 12 Minutes 20 Seconds East, a distance of 209.91 feet to an iron pin. Said pin being a common corner of the John White property and Janice Blanton property (DB.395, PG.498, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Blanton, North 08 Degrees 47 Minutes 56 Seconds East, a distance of 353.78 feet to a t-post.

Thence, North 11 Degrees 07 Minutes 24 Seconds East, a distance of 55.51 feet to an iron pin. Said pin being a common corner of the Janice Blanton property and Jack Jones property (DB.848, PG.2385, R.O.W.C.T.) and point on line of the property herein described.

Thence, with the line of Jones, North 09 Degrees 17 Minutes 16 Seconds East, a distance of 262.64 feet to an iron pin. Said pin being a common corner of the Jack Jones property and Debra Taylor property (DB.1167, PG.2126, R.O.W.C.T.) and a point on line of the property herein described.

Thence with the line of Taylor, North 08 Degrees 51 Minutes 40 Seconds East, a distance of 101.12 to an iron pin. Said pin being a common corner of the Debra Taylor property and Chad Gapen property (DB.2120, PG.1086, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Gapen, North 09 Degrees 28 Minutes 21 Seconds East, a distance of 194.01 feet to an iron pin. Said pin being a common corner of the Chad Gapen property and Matthew Swindoll property (DB.2094, PG.693, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Swindoll, North 09 Degrees 24 Minutes 08 Seconds East, a distance of 325.91 feet to an iron pin. Said pin being a common corner of the Matthew Swindoll property and Phillip Swindoll property (DB.1614, PG.15, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Phillip Swindoll, North 09 Degrees 21 Minutes 20 Seconds East, a distance of 300.00 feet to an iron pin set.

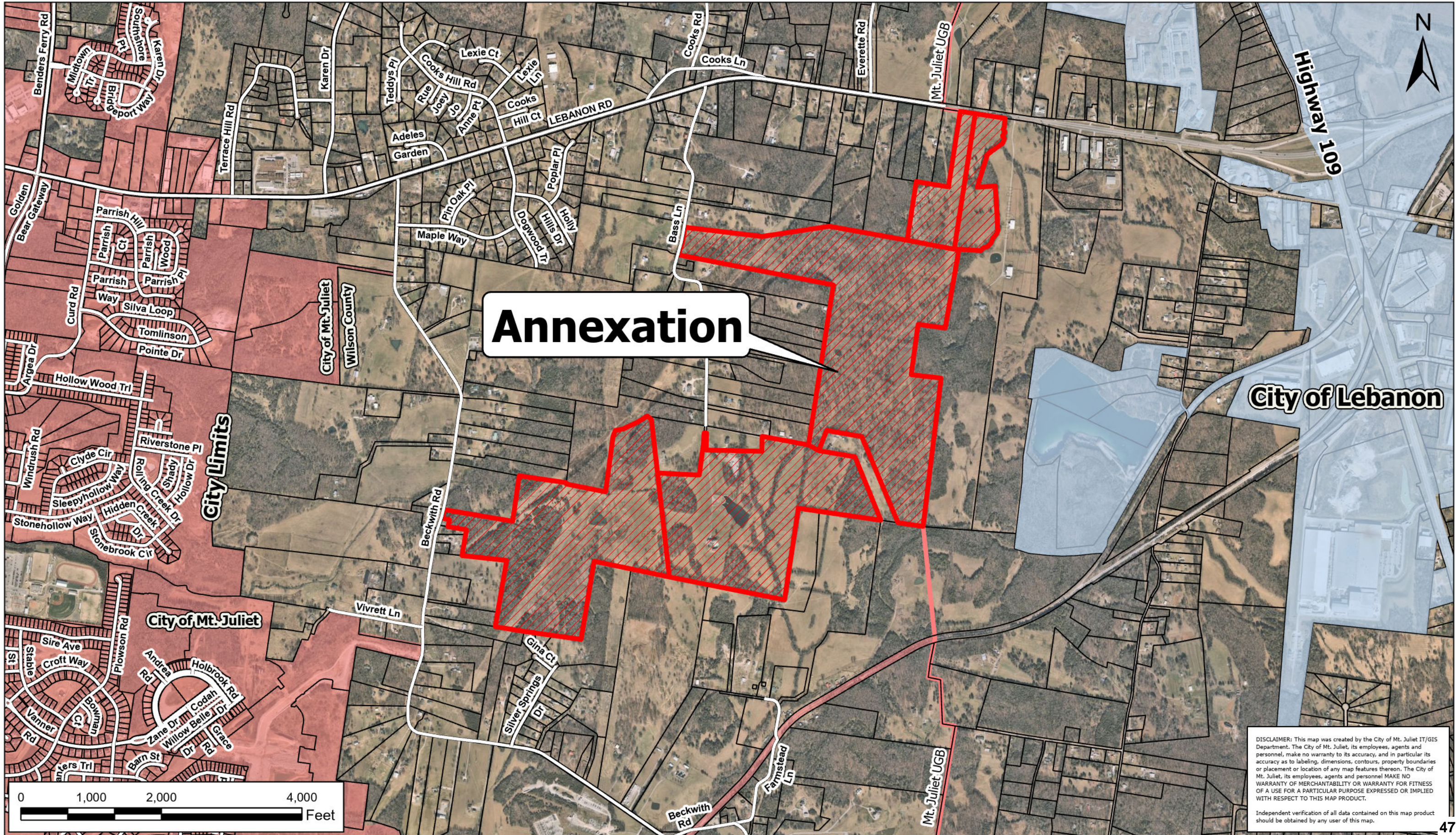
Thence, North 79 Degrees 09 Minutes 02 Seconds West, a distance of 2248.86 feet to THE POINT OF BEGINNING.

Said tract containing 191.70 acres or 8,350,118 sq.ft. more or less by a survey performed by Keith & Associates Land Surveying Inc., dated July 15, 2022.



Exhibit B - Annexation

Mira Bella
Map 055, Parcels 070.02, 070.03,
092.00, 092.04 & 102.00





MEMORANDUM

Date: February 20, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Mira Bella Subdivision
LUA, AX, PMDP PUD, RZ
Map - 55
Parcel(s) – 70.02, 70.03, 92.00, 92.04, and 102.00

Request: Submitted by M2 Group, LLC, on behalf of their clients, the applicant requests an annexation, plan of services, land use plan amendment, rezone and preliminary master development plan approval for a development on Lebanon Road to include both commercial (52,725 sf) and 434 residential units.

Overview: This development site includes 398.73 acres on the south side of Lebanon Road, east of Beckwith Road and Bass Lane. The property is in Wilson County but within the City’s urban growth boundary. The current zoning is Wilson County R-1, for all five (5) parcels submitted. The applicant has requested to rezone to RS-40 and CNS, to develop a mixed-use community with commercial parcels along Lebanon Road and residential behind. The City’s land use plan identifies the area as low density residential. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
M2/Mira Bella	Low Density Residential	Commercial Neighborhood Services & Low Density Residential	Wilson County R-1	RS-40 and CNS

Future Land Use Plan: The City’s future land use plan identifies the property as low density residential for all parcels. Low density land use is found around the property both north and south of Lebanon Road and east of Beckwith Road. The land use plan amendment is only for the property adjacent to Lebanon Road and does not apply to the remainder of the development site. The land use plan does not support a request for commercial neighborhood services. The land use plan will not need to be amended for the residential component of this development.

Zoning: The zoning is R-1 in Wilson County, surrounded by this same zoning as well. The applicant is seeking CNS zoning along Lebanon Road and RS-40 zoning for the remaining residential area with a PUD overlay.

Urban Growth Boundary: The subject property is in the City's urban growth boundary.

Annexation/Plan of Services: The property is located within the City's urban growth boundary. A plan of services is included for review.

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 FOR NEIGHBORHOOD COMMERCIAL***
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:

Overview: This PUD is located on the south side of Lebanon Road, east of Beckwith Road and Bass Lane. The entrances to the subdivision are shown on Lebanon Road and Beckwith Road. The Lebanon Road frontage will be zoned commercial and include over 50,000sf of commercial space on CNS zoning. Three types of residential product are proposed as are extensive amenities. The pmdd does not include enough detail of the commercial component. Six phases are proposed, five residential and the sixth being the commercial area. A development timeline is not included.

5-102 & 6-102 Residential & Commercial Bulk Standards: The total area of the PUD is 398.73 acres. The proposed open space (programmed) is 28.61 acres or 39% and open space for preservation is 136.24 acres. The PUD includes 434 single family lots and around 50,000sf of commercial uses. Overall density is 1.09 units/acre, under the maximum of 1.1 units per acre for residential PUDs. Minimum lot area is at least 10,000sf (10,000sf min. required) for each unit type. Average lot size is in excess of the minimum (15,000sf) for each product except Type 1 (13,207sf, a waiver is requested). The average lot size for the whole development is 19,427sf. Waivers requested from the requirements of the residential bulk standards include:

Setbacks:

- Front – 20' requested (all lots), 50' required
- Side - 7.5' requested (Type 1 & 2 lots), 25' required
- Side - 10' requested (Type 3 lots), 25' required
- Rear – 20' requested (all lots), 40' required

Minimum lot width @ building line – 50' (Type 1 lot), 65' (Type 2 lot), 90' (Type 3 lot), 125' required.

Lot coverage - 50% (Type 1 lot), 40% (Type 2 lot), 35% (Type 3 lot), 15% required.

Average lot size (13,207sf) less than 15,000 sf for Type 1 lots (297 lots).

Bulk regulation waivers are not requested for the commercial component of this development and it shall comply with all applicable regulations at site plan submittal.

Vehicular & Pedestrian Access: The subdivision will be served via two access points, with the main one being on Lebanon Road, and the secondary access point on Beckwith Road. Sidewalk shall be installed on both sides of all internal streets and along any external frontage per the City's subdivision regulations, excepting any waivers granted via this PUD approval.

Amenities: Approximately 41% /163.85 acres of the PUD is green/open space. The applicant has provided extensive amenity areas that include multiple buildings, playgrounds, parks, with trails/greenways.

Article 10 Landscaping: Buffers are not required along much of the perimeter due to residential zoning adjacent. There will be a Type D-4 buffer yard required between the commercial area on the northern end of the development and the delineation area for the residential portion of the project. Landscape plans shall be required and reviewed for compliance at final master development plan/preliminary plat/site plan submittal. A note shall indicate that landscape buffers will be located in open space and maintained by the HOA. A conceptual tree and natural buffer preservation exhibit showing vegetation retention has been provided and will be requested to be included as part of the landscape plan review at a future date. Perimeter trees shall be preserved to the fullest extent possible.

5-104.1 Residential Design Regulations: As described below, the applicant is requesting a design waiver for 65% brick/stone with the remainder to be secondary materials in the form of stucco for 35% due to the architectural design of this Tuscan themed development. Vinyl will not be used in this project. Further review of residential zoning requirements will occur at fmdp and preliminary plat submittal at a future date.

6-103.7 Commercial Design Standards: The PUD includes 52,725sf of commercial space. The applicant is requesting a design waiver for the commercial portion as well to coincide with the residential design elements. This waiver request is for 65% brick/stone with the remainder to be secondary materials in the form of stucco for 35% due to the architectural design of this Tuscan themed development. Vinyl will not be used in this project. Further review of compliance with commercial regulations will be via fmdp and site plan review at a future date.

Other: The mail kiosk location is currently shown in the southwestern corner of the development at the Beckwith Road entrance. Due to the overall size of the development, staff is requesting the developer to work with the Postmaster to provide a second location for the residents and tenants in the northern portion of the development. These locations shall be required at fmdp, and shall be covered, lighted and provide adequate parking for mail retrieval.

All fencing shall be decorative, low maintenance material. Retaining walls shall be faced with brick, stone or constructed of versa-lok or similar segmental block products. Corner lots shall be treated as critical façade lots and shall include additional architectural features. Notes indicate that lighted fountains will be included in wet detention ponds, and all detention ponds will have enhanced landscape screening. Decorative lighting, including street lights will be carried throughout the development and will also be included at the entrances to the development. These will be maintained by the HOA.

Variances/Waivers: The following waivers are requested as part of the PMDP:

1. Bulk Standards RS-40 base zoning -
Front – 20’ requested (all lots), 50’ required
Side - 7.5’ requested (Type 1 & 2 lots), 25’ required
Side - 10’ requested (Type 3 lots), 25’ required
Rear – 20’ requested (all lots), 40’ required
Minimum Lot width – 50’ (Type 1 lot), 65’ (Type 2 lot), 90’ (Type 3 lot), 125’ required
Lot coverage -50% (Type 1 lot), 40% (Type 2 lot), 35% (Type 3 lot), 15% required
Average lot size less than 15,000 sf for Type 1 lots (297 lots), 10,000 sf min w/ minimum 15,000 sf avg required over all lot types combined. (13,207sf for Type 1 lots) **STAFF FINDS THIS REQUEST UNECESSARY DUE TO THE OVERALL AVERAGE FOR THE SUBDIVISION BEING GREATER THAN 15,000SF (19,427SF)**
2. 5.104 Residential Design Regulations – A waiver is requested for 65% brick/stone with the remainder to be secondary materials in the form of stucco for 35% due to the architectural design of this Tuscan themed development. **STAFF SUPPORTS**
3. 6.104 Commercial Design Regulations - A waiver is requested for 65% brick/stone with the remainder to be secondary materials in the form of stucco for 35% due to the architectural design of this Tuscan themed development. **STAFF SUPPORTS**
4. Allow Front facing garages on both sides of the street with recessed garages for access lanes and streets.
5. Private streets with gated access at both entrances. **PW TO RECOMMEND**
6. Temporary gated emergency fire access from Bass Lane prior to constructing a second entrance. **OTHERS TO RECOMMEND**
7. Sidewalks on one side of road in locations without lots and sections of road that are single loaded. **STAFF DOES NOT SUPPORT**
8. (76) Lots with driveways onto collector roads. **PW TO RECOMMEND**
9. Design speeds -
Residential access streets – Reduce design speed to 25 mph for private streets.
Residential access lanes – Reduce design speed to 25 mph for private streets.
Residential collectors – Reduce design speed to 30 mph and remove bike lanes from typical section for private streets. **PW TO RECOMMEND**
10. Road slopes – maximum of 10% for collector roads and 12% for access streets and lanes. **PW TO RECOMMEND**
11. Road centerline radius –
Minimum centerline radius less than 333’ for 30 mph – (7) curves
Minimum centerline radius less than 198’ for 25 mph – (17) curves **PW WORKS TO RECOMMEND**
12. Cul-De-Sacs-

Exceed 700' length – (3) locations- Provide 24' wide asphalt pavement.

Exceed (14) lots – (4) locations – Provide 24' wide asphalt pavement. **PW TO RECOMMEND**

Summary: The request is for a 398.73 acre planned unit development with 52,725sf of commercial space and 434 single family residential units on the east side of town, south of Lebanon Road, east of Beckwith Road. This is a low density, highly amenitized subdivision with a residential density of 1.09 units per acre. The average lot size is 19,427sf. The land use amendment is for the commercial component only, the remainder of the site already falls under a low-density land use designation.

The waivers listed above are subject to Planning Commission and Board of Commissioners approval. Further review will occur at final master development plan, preliminary plat and site plan submittal should this PUD and preliminary master development plan be approved.

Recommendation: Should the Planning Commission make a positive recommendation to the Board of Commissioners for the land use amendment, annexation, plan of service, rezone and preliminary master development plan for Mira Bella, please include the following conditions:

Planning and Zoning:

1. Waivers are subject to the Planning Commission and Board of Commissioners' approval.
2. All requirements, except any waivers granted, of 5.104.4 shall be adhered to.
3. All requirements, except any waivers granted, of 6.103.7 shall be adhered to.
4. All requirements of the City's subdivision regulations shall be adhered to, excepting any waivers granted.
5. Brick shall be clay, baked and individually laid.
6. Stone shall be individually laid.
7. Identify all critical façade lots at final master development plan submittal.
8. A complete landscape plan will be required at final master development plan submittal.
9. Provide formalized elevations to include all materials and percentages at final master development plan submittal.
10. Provide a summary of all residential unit types, with details about the differences in each type at final master development plan submittal.
11. Preserve as many trees as possible, especially around perimeter. Provide a tree preservation plan with final master development plan submittal. Existing trees can be utilized for perimeter buffer, should they meet the code as such.
12. Landscape buffers shall be in open space, not on individual lots, and shall maintained by the HOA in perpetuity.
13. All detention/retention ponds shall be screened with vegetation. Wet ponds shall include lighted aeration.
14. Provide decorative treatment for the main roads, i.e., split rail fencing, extra landscaping, street lighting.
15. Screen residential HVAC condenser units with landscaping and specify their location on the final master development plan submittal.
16. Commercial HVAC and utility equipment shall be screened entirely from horizontal view via a parapet wall.

17. Provide decorative street lighting throughout including at both entrances. Also provide street light typical at FMDP. Maintenance and fees shall be the responsibility of the HOA.
18. Ensure light bleed from the amenity areas and external activities do not negatively impact the residential lots nearby. Provide full photometric plan at final master development plan submittal.
19. All building mounted exterior lighting fixtures shall be decorative. Wall packs are not permitted.
20. Signage shall be reviewed via separate application to the Planning Department.
21. Provide the square footage of commercial development proposed for the area along Lebanon Road.
22. Vinyl shall not be permitted as a façade material.
23. Metal shall not be permitted as a façade material.
24. A trash receptacle and bike rack, per zoning regulations, will be required at each commercial building and at all amenity areas.

Public Works:

1. Staff supports request to disturb slopes exceeding 20% in a cut condition only. No fill shall be allowed within these slope conditions.
2. Existing steep slopes (>20%) shall not be permitted within a building envelope, per the Land Development Code.
3. All sewer shall be public and contained within a 20' easement.
4. If wet ponds are used, aeration shall be provided.
5. No onsite grinder systems or step systems will be allowed for this development.
6. 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.
7. Landscaping plans shall be approved prior to construction plans approval.
8. A letter of approval from West Wilson Utility District will be needed prior to construction plan approval is issued.
9. Proof of easements for offsite sewer shall be **obtained and submitted** to the Engineering Department **prior** to PMDP/PUD approval by the BOC.
10. TVA approval shall be submitted prior to PMDP/PUD approval by the BOC.
11. All proposed sewer pump stations shall be public and built to City specifications.
12. All pedestrian facilities identified as "Multi-use Path" in the plans shall be at least 10' wide. A minimum width of 8' is permissible only in areas with geometric constraints.
13. All facilities will be ADA and PROWAG compliant.
14. All driveways shall comply with TDOT's Highway Systems Access Manual.
15. Adequate sight distance shall be provided at all intersections. Sight distance profiles will be provided at FMDP. Landscaping shall not be provided within the sight triangles.
16. Sidewalks abutting parking shall be at least 7' wide.
17. The connection of the proposed collector road to Lebanon Road shall be required prior to the 99th CO in Phase 3 (The first phase east of the Bass Lane emergency exit).

18. Roundabouts shall be installed along the collector to provide traffic calming. Coordinate with staff on locations at FMDP.
19. Enhanced pedestrian crossings are required within the loop road for safe access to the amenity center.
20. A cul-de-sac or other acceptable turnaround is required on the access lane that includes the emergency access to Bass Lane.
21. Roadway Variances:
 - a. Request to allow private and gated streets (Sub. Reg. 4-103.3): NOT SUPPORTED as the future transportation plan calls for collectors connecting Beckwith Road and Bass Lane on this parcel.
 - b. Request to exceed 99 units on a single access point for Phases 1 and 2 (Sub. Reg. 4-103.205 (d)): SUPPORTED as the development team is providing a second access point to Bass Lane that is gated for emergency vehicles only and additional access shall be provided in future phases.
 - c. Request to reduce design speed of an access lane to 20 mph (Sub. Reg. 4-104.4): NOT SUPPORTED
 - d. Request to reduce design speed of an access street to 25 mph (Sub. Reg. 4-104.4): SUPPORTED
 - e. Request to reduce the design speed of a residential collector to 25 mph (Sub. Reg. 4-104.4): NOT SUPPORTED but would support 30 mph with traffic calming.
 - f. Request to omit bicycle lanes on a residential collector (Standard Drawing ST-108): NOT SUPPORTED
 - g. Request to exceed maximum slopes on a collector up to 10% total (Sub. Reg. 104-4): SUPPORTED ONLY ON SECTIONS WITH NO FRONTAGE. Regardless of the variance, all collectors may not exceed 3% within 50 feet of intersections.
 - h. Request to exceed slopes on an access street up to 12% total (Sub. Reg. 104-4): NOT SUPPORTED as 12% exceeds fire code. Regardless of the variance, all access lane and access streets may not exceed 5% within 50 feet of an intersection.
 - i. Request to allow front facing garages on an access street (Zoning Reg. 5-104.4 (10 b)): SUPPORTED on one side of the street only. The other side shall be side loaded.
 - j. Request to omit sidewalks in sections without frontage (Sub. Reg. 4-103.103): NOT SUPPORTED. Should this variance be granted, sidewalks must transition sides of the street at intersections.
 - k. Request to have lot frontages on residential collectors with ADT exceeding 2,000 vehicles per day (Sub. Reg. 4-104.303): NOT SUPPORTED.
 - l. Request to include horizontal roadway radius under AASHTO standard: SUPPORTED only by lowering the design speed with traffic calming and outside areas exceeding standards for slope.
22. Cul-de-sac variances:
 - a. Request to exceed 700' length (Sub. Reg. 4-104.4): SUPPORTED with at least 24' wide pavement section.
 - b. Request to exceed 14 lots (Sub. Reg. 4-104.4): SUPPORTED with at least 24' wide pavement.
23. Cross access easement or stub roads will be required at the following locations unless variances are approved to allow private streets:

- a. The access street cul-de-sac adjacent to Lot 131 OR off the collector opposite Lot 163 to provide connection to the lot on Map 71 Parcel 4.08. This connection shall be classified as a collector per the future transportation plan.
 - b. The proposed access street cul-de-sac near lot 215 shall extend to the lot on Map 71 Parcel 5.00. This temporary cul-de-sac shall be up classified as an Access Street due to future anticipated traffic.
 - c. A stub road shall be located off the collector between lots 431 and 430 providing connection to the lot on Map 55 Parcel 68.04.
 - d. A stub road shall be located on the access road, between lots 317 and 318 to provide access to the lots on Map 55 Parcels 75.01 and 70.01.
 - e. Stub roads shall only be provided if the internal streets are public. Stub roads shall not be provided from private roads. Stub roads are required to be collector streets per Subdivision regulation 4-104.405.
24. Provide access to the residence on parcel located at Map 55 Parcel 61.01. Documentation shall be provided to the City prior to the construction plan review proving access to Bass Lane does not need to be maintained.
25. The loop road around the amenity center is required to meet horizontal curve radius guidelines provided by AASHTO. Traffic calming may be provided to adjust design speeds.
26. Parking shall not be permitted along the collector street, including adjacent to the retail component.
27. Sidewalks are required along the collector road through the retail portion of the development.
28. Lebanon Road and Beckwith Road:
- a. A signal warrant analysis indicated that a traffic signal will be warranted at this intersection, however this intersection is outside the City limits.
 - b. The Wilson County Road Commission has indicated that they would support maintaining a signal at this intersection.
 - c. The design of this signal shall comply with any TDOT and Wilson County Road Commission standards.
29. Lebanon Road and New Collector Road:
- a. An eastbound right-turn lane shall be constructed when this connection is made. This turn lane will be designed to TDOT standard and requires TDOT approval.
 - b. A westbound left-turn lane shall be constructed when this connection is made. This turn lane will be designed to TDOT standard and requires TDOT approval.
 - c. Street lighting shall be provided.
 - d. Signal warrant analysis indicates an additional signal is warranted at this intersection. However, this would require poles being places outside the Urban Growth Boundary.
30. Sidewalks shall be constructed along the project frontages at Beckwith Road and Lebanon Road. Beckwith Road is a county road; therefore, the sidewalk shall be outside the public right-of-way and be the responsibility of the HOA. Sidewalks shall be at least 6' wide.

Fire Department:

- 1. No Comments Received.

West Wilson Utility District:

1. The proposed water lines shown are not WWUD's design.

Wilson County Schools:

1. No Comments Received.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1249
10.C.

Agenda Date: 9/22/2025

Agenda #:

Title:

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

RESOLUTION -2025

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

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

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

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

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

Section 1. The City of Mt. Juliet Board of Commissioners hereby resolves to pass Ordinance___ relative to the annexation of the property located off Beckwith Rd, Lebanon Rd, and Bass Ln, also known as Mira Bella.

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

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

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

PASSED:

James Maness, Mayor

Kenneth D. Martin, City Manager

ATTEST:

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 #: 1065
10.D.

Agenda Date: 9/22/2025

Agenda #:

Title:

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

ORDINANCE NO. _____

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

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on April 28, 2025 and notice thereof published in the Chronicle of Mt. Juliet on March 19, 2025; and

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of February 20, 2025, and forwarded a positive recommendation (5-1-0) to the Board of Commissioners; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to amend the land use plan for the property from Low Density Residential to Neighborhood 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 described in Exhibit A is hereby amended from Low Density Residential to Neighborhood Commercial as shown in Exhibit B.

Should the associated preliminary master development plan and the planned unit development fail to receive approval from the Board of Commissioners, the land use amendment shall be void.

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 February 20, 2025.

SECTION 3. – PUBLIC HEARING – The zoning changes were the subject of a public hearing held on April 28, 2025 at 6:15 p.m.

BE IT FURTHER ORDAINED

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further. If any section, clause, or provision or portion of this ordinance is held to be invalid or

AMENDMENTS MADE ON FIRST READING IN RED

unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

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

PASSED:

FIRST READING: _____

SECOND READING: _____

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett
City Attorney

Exhibit A

Legal Description 211.74 ACRE TRACT

A tract or parcel of land located in the 2nd Civil District of Wilson County, Tennessee and being bounded on the West by Gleaves, McGuire, Antonicello, Lilly, Hall, Lind and the easterly Right of Way of Beckwith Road and on the North by Nelson, Sawusch-Pytuk, Work, Chandler, Howard, Brown and the southerly terminus of Bass Lane, on the East by Graves and Brewer and on the South by Brewer, Tomlinson, Branner, Smith, Murphy and Lind and being more particularly described as follows:

Beginning at an iron pin in the easterly margin of Beckwith Road, said pin being the Southwest corner of the William Gleaves property (DB.1675, PG.2051, R.O.W.C.T.) and the most northwesterly corner of the property herein described, also being 25 feet from the centerline of said road. Said pin being the POINT OF BEGINNING.

Thence, with the line of Gleaves, South 81 Degrees 11 Minutes 27 Seconds East, a distance of 505.87 feet to an iron pin.

Thence, South 80 Degrees 51 Minutes 19 Seconds East, a distance of 469.51 feet to an iron pin.

Thence, North 23 Degrees 14 Minutes 13 Seconds East, a distance of 7.83 feet to a wooden fence post.

Thence, North 07 Degrees 51 Minutes 33 Seconds East, a distance of 364.91 feet to an iron pin.

Thence, North 06 Degrees 11 Minutes 19 Seconds East, a distance of 305.07 feet to an iron pin in the line of the Bryan Nelson property (DB.2021, PG.1728, R.O.W.C.T.).

Thence, with the line of Nelson, South 78 Degrees 40 Minutes 16 Seconds East, a distance of 204.58 feet to an iron pin.

Thence, South 79 Degrees 31 Minutes 39 Seconds East, a distance of 268.15 feet to an iron pin.

Thence, South 80 Degrees 56 Minutes 12 Seconds East, a distance of 216.41 feet to an iron pin in the line of the Candice Sawusch-Pytuk property (DB.1867, PG.1553, R.O.W.C.T.).

Thence, with the line of Sawusch-Pytuk, South 02 Degrees 27 Minutes 45 Seconds West, a distance of 10.87 feet to an iron pin.

Thence, South 78 Degrees 34 Minutes 52 Seconds East, a distance of 574.08 feet to an iron pin.

Thence, North 07 Degrees 29 Minutes 36 Seconds East, a distance of 872.06 feet to an iron pin.

Thence, North 66 Degrees 07 Minutes 20 Seconds East, a distance of 520.98 feet to an iron pin in the line of the Chad Work property (DB.2186, PG.1630, R.O.W.C.T.).

Thence, with the line of Work, South 60 Degrees 56 Minutes 42 Seconds East, a distance of 37.68 feet to an iron pin.

Thence, South 38 Degrees 42 Minutes 55 Seconds East, a distance of 29.18 feet to an iron pin.

Thence, South 12 Degrees 12 Minutes 59 Seconds East, a distance of 54.72 feet to an iron pin.

Thence, South 06 Degrees 44 Minutes 54 Seconds East, a distance of 147.61 feet to an iron pin.

Thence, South 06 Degrees 29 Minutes 21 Seconds East, a distance of 568.56 feet to an iron pin.

Thence, South 87 Degrees 35 Minutes 45 Seconds East, a distance of 631.42 feet to an iron pin.

Thence, North 02 Degrees 24 Minutes 15 Seconds East, a distance of 624.30 feet to an iron pin in the southerly terminus of Bass Lane.

Thence, with the road right-of-way, South 60 Degrees 11 Minutes 25 Seconds East, a distance of 55.93 feet to an iron pin in the line of the James Chandler property (DB.1818, PG.590, R.O.W.C.T.).

Thence, with the line of Chandler, South 02 Degrees 21 Minutes 58 Seconds West, a distance of 244.46 feet to an iron pin.

Thence, South 88 Degrees 37 Minutes 53 Seconds East, a distance of 790.97 feet to an iron pin.

Thence, North 02 Degrees 29 Minutes 03 Seconds East, a distance of 204.65 feet to an iron pin in the line of the Robert Howard property (DB.2247, PG.1057, R.O.W.C.T.).

Thence, with the line of Howard, South 80 Degrees 00 Minutes 14 Seconds East, a distance of 670.96 feet to an iron pin.

Thence, South 57 Degrees 54 Minutes 41 Seconds East, a distance of 150.62 feet to an iron pin in the line of the Jeff Brown property (DB.2127, PG.190, R.O.W.C.T.).

Thence, with the line of Brown, South 80 Degrees 27 Minutes 30 Seconds East, a distance of 524.95 feet to an iron pin.

Thence, South 22 Degrees 39 Minutes 56 Seconds East, a distance of 994.82 feet to an iron pin in the northeasterly corner of the Alton Graves property (DB.1987, PG.1691, R.O.W.C.T.).

Thence, with the line of Graves, North 81 Degrees 41 Minutes 26 Seconds West, a distance of 869.02 feet to a post in the line of the Daphine Brewer property (DB.1987, PG.1700, R.O.W.C.T.).

Thence, with the line of Brewer, North 81 Degrees 02 Minutes 23 Seconds West, a distance of 313.54 feet to an iron pin

Thence, South 09 Degrees 07 Minutes 50 Seconds West, a distance of 454.82 feet to a post.

Thence, South 08 Degrees 57 Minutes 25 Seconds West, a distance of 410.15 feet to a post.

Thence, South 09 Degrees 45 Minutes 26 Seconds West, a distance of 444.86 feet to an iron pin.

Thence, North 80 Degrees 28 Minutes 06 Seconds West, a distance of 144.76 feet to a post.

Thence, North 79 Degrees 05 Minutes 17 Seconds West, a distance of 178.40 feet to an iron pin.

Thence, North 78 Degrees 14 Minutes 44 Seconds West, a distance of 255.45 feet to a 18" Hickory.

Thence, North 78 Degrees 45 Minutes 02 Seconds West, a distance of 323.94 feet to a post.

Thence, North 77 Degrees 10 Minutes 18 Seconds West, a distance of 206.81 feet to an iron pin in the northeasterly corner of the Danny Tomlinson property (DB.421, PG.686, R.O.W.C.T.).

Thence, with the line of Tomlinson, North 79 Degrees 09 Minutes 20 Seconds West, a distance of 548.07 feet to an iron pin.

Thence, North 80 Degrees 13 Minutes 29 Seconds West, a distance of 575.88 feet to an iron pin in the northeasterly corner of the Ted Branner property (DB.825, PG.1, R.O.W.C.T.).

Thence, with the line of Branner, North 60 Degrees 29 Minutes 14 Seconds West, a distance of 70.25 feet to an iron pin.

Thence, North 79 Degrees 48 Minutes 43 Seconds West, a distance of 470.48 feet to an iron pipe.

Thence, South 07 Degrees 53 Minutes 01 Seconds West, a distance of 933.02 feet to an iron pin.

Thence, South 08 Degrees 33 Minutes 07 Seconds West, a distance of 195.58 feet to an iron pin.

Thence, North 79 Degrees 52 Minutes 20 Seconds West, a distance of 431.17 feet to an iron pin in the northeasterly corner of the Thomas Smith property (DB.432, PG.137, R.O.W.C.T.).

Thence, with the line of Thomas, North 83 Degrees 24 Minutes 25 Seconds West, a distance of 247.60 feet to an iron pin in the northeasterly corner of the Brenda Murphy property (DB.455, PG.232, R.O.W.C.T.).

Thence, with the line of Murphy, North 82 Degrees 00 Minutes 54 Seconds West, a distance of 161.52 feet to an iron pin in the northeasterly corner of the Zachary Lind property (DB.2167, PG.217, R.O.W.C.T.).

Thence, with the line of Lind, North 69 Degrees 26 Minutes 43 Seconds West, a distance of 32.35 feet to an iron pin.

Thence, South 87 Degrees 50 Minutes 53 Seconds West, a distance of 81.33 feet to an iron pin.

Thence, North 79 Degrees 33 Minutes 48 Seconds West, a distance of 300.98 feet to an iron pin in the southeasterly corner of the Mark Lind property (DB.1944, PG.1103, R.O.W.C.T.).

Thence, with the line of Lind, North 09 Degrees 52 Minutes 17 Seconds East, a distance of 211.16 feet to an iron pin in the southeasterly corner of the William Hall property (DB.1746, PG.1122, R.O.W.C.T.).

Thence, with the line of Hall, North 09 Degrees 36 Minutes 50 Seconds East, a distance of 756.48 feet to an iron pin.

Thence, North 84 Degrees 15 Minutes 24 Seconds West, a distance of 641.45 feet to an iron pin in the southeasterly corner of the David Lilly property (DB.2104, PG.992, R.O.W.C.T.).

Thence, with the line of Lilly, North 11 Degrees 15 Minutes 01 Seconds East, a distance of 303.62 feet to an iron pin in the southeasterly corner of the Ryan Antonicello property (DB.1991, PG.1609, R.O.W.C.T.).

Thence, with the line of Antonicello, North 12 Degrees 09 Minutes 59 Seconds East, a distance of 27.10 feet to a t-post.

Thence, North 10 Degrees 51 Minutes 32 Seconds East, a distance of 46.67 feet to an iron pin.

Thence, North 81 Degrees 10 Minutes 21 Seconds West, a distance of 84.75 feet to a point.

Thence, North 81 Degrees 38 Minutes 10 Seconds West, a distance of 156.25 feet to an iron pin in the southeasterly corner of the Jeffery McGuire property (DB.1855, PG.1528, R.O.W.C.T.).

Thence, with the line of McGuire, North 16 Degrees 20 Minutes 37 Seconds East, a distance of 121.20 feet to a 18" Hickory.

Thence, North 77 Degrees 29 Minutes 23 Seconds West, a distance of 134.34 feet to an iron pin in the easterly right-of-way of Beckwith Road.

Thence, North 15 Degrees 46 Minutes 42 Seconds East, a distance of 24.69 feet to a point.

Thence, North 13 Degrees 29 Minutes 10 Seconds East, a distance of 66.37 feet to the POINT OF BEGINNING.

Said tract containing 211.74 acres or 9,223,382 sq.ft. more or less by a survey performed by Keith & Associates Land Surveying Inc., dated August 14, 2023.

Tract 1 & 2

A tract or parcel of land located in the 2nd Civil District of Wilson County, Tennessee and being bounded on the West by Howard, Rios, White, Blanton, Jones, Taylor, Gapen, Matthew Swindoll, Phillip Swindoll, and the easterly Right of Way of Bass Lane, on the North by Rinser, Dickens, Rogers, Wagner, Ross, and the southerly Right of Way of Lebanon Road, on the East by Fuqua Family Trust, and on the South by Marks, Brown and the remaining lands of the Tracy Lawrence property and being more particularly described as follows:

Beginning at an iron pin in the easterly margin of Bass Lane, said pin being the Northwest corner of the Phillip Swindoll property (DB.1614, PG.15, R.O.W.C.T.) and the most westerly corner of the property herein described, also being 25 feet from the centerline of Bass Lane. Said pin being THE POINT OF BEGINNING.

Thence, with the easterly margin of aforementioned road, North 16 Degrees 23 Minutes 45 Seconds East, a distance of 181.42 feet to a point.

Thence, North 13 Degrees 07 Minutes 26 Seconds East, a distance of 64.51 feet to a point.

Thence, North 10 Degrees 59 Minutes 20 Seconds East, a distance of 156.71 feet to an iron pin. Said pin being the Southwest corner of the Gloria Rinser property (DB. 1987, PG.1400, R.O.W.C.T.) and the Northwest corner of the property herein described.

Thence, leaving the easterly margin of road, with the line of Rinser, South 89 Degrees 03 Minutes 10 Seconds East, a distance of 164.22 feet to an iron pin.

Thence, South 80 Degrees 02 Minutes 07 Seconds East, a distance of 205.98 feet to an iron pin.

Thence, South 44 Degrees 37 Minutes 52 Seconds East, a distance of 20.31 feet to an eighteen-inch hackberry tree.

Thence, South 83 Degrees 46 Minutes 47 Seconds East, a distance of 698.54 feet to an iron pin.

Thence, North 81 Degrees 22 Minutes 17 Seconds East, a distance of 983.25 feet to an iron pin. Said pin being a common corner of the Rinser property and the Anita Dickens property (DB.1924, PG.443, R.O.W.C.T.) and the property herein described.

Thence with the line of Dickens, South 78 Degrees 21 Minutes 09 Seconds East, a distance of 485.87 feet to a wooden fence post. Said post being a common corner of the Dickens property and the Cynthia Rogers property (DB.2086, PG.2274, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Rogers, South 78 Degrees 16 Minutes 48 Seconds East, a distance of 347.28 feet to a wooden fence post.

Thence, South 83 Degrees 10 Minutes 28 Seconds East, a distance of 288.17 feet to an iron pin.

Thence, North 08 Degrees 37 Minutes 07 Seconds East, a distance of 841.62 feet to an iron pin. Said pin being a common corner of the Rogers property and the Rodney Wagner property (DB.1181, PG.2199, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Wagner, South 81 Degrees 35 Minutes 06 Seconds East, a distance of 455.54 feet to an iron pin. Said pin being a common corner of the Thomas M. Ross, Jr. property (DB.805, 2157, R.O.W.C.T.) and the property herein described.

Thence, with the line of Ross, Jr., North 08 Degrees 38 Minutes 04 Seconds East, a distance of 1091.12 feet to an iron pin set in the southerly margin of Lebanon Road. Said pin being the Northeast corner of the Ross, Jr. property and the Northwest corner of the property herein described, also being 40 feet from the centerline of Lebanon Road.

Thence, with the southerly margin of aforementioned road, South 81 Degrees 22 Minutes 06 Seconds East, a distance of 674.58 feet to a point in the centerline of a creek. Said point being the Northwest corner of the Fuqua Family Trust property (DB.1643, PG.1769, R.O.W.C.T.) and the Northeast corner of the property herein described.

Thence, leaving the southerly margin of Lebanon Road, with the line of Fuqua Family Trust (centerline of creek), South 01 Degrees 34 Minutes 14 Seconds West, a distance of 109.76 feet to a point.

Thence, South 30 Degrees 52 Minutes 20 Seconds West, a distance of 43.56 feet to a point.

Thence, South 11 Degrees 56 Minutes 29 Seconds East, a distance of 63.60 feet to a point.

Thence, South 38 Degrees 37 Minutes 24 Seconds West, a distance of 36.21 feet to a point.

Thence, South 23 Degrees 30 Minutes 22 Seconds East, a distance of 64.24 feet to a point.

Thence, South 17 Degrees 26 Minutes 13 Seconds West, a distance of 36.65 feet to a point.

Thence, South 46 Degrees 08 Minutes 17 Seconds West, a distance of 133.92 feet to a point.

Thence, South 61 Degrees 55 Minutes 13 Seconds West, a distance of 141.30 feet to a point in the centerline of creek.

Thence, leaving said creek, South 33 Degrees 40 Minutes 06 Seconds West, a distance of 124.22 feet to a point.

Thence, South 14 Degrees 55 Minutes 34 Seconds West, a distance of 402.59 feet to an iron pin.

Thence, North 86 Degrees 43 Minutes 41 Seconds East, passing a witness pin at 266.02 feet, a total distance of 276.31 feet to a point in the centerline of creek.

Thence, with the centerline of said creek, South 01 Degrees 53 Minutes 11 Seconds East, a distance of 65.45 feet to a point.

Thence, South 11 Degrees 25 Minutes 36 Seconds East, a distance of 70.05 feet to a point.

Thence, South 08 Degrees 27 Minutes 55 Seconds West, a distance of 58.25 feet to a point.

Thence, South 04 Degrees 17 Minutes 37 Seconds East, a distance of 343.30 feet to a point.

Thence, South 13 Degrees 07 Minutes 04 Seconds East, a distance of 52.54 feet to a point.

Thence, South 14 Degrees 58 Minutes 04 Seconds West, a distance of 90.40 feet to a point.

Thence, South 37 Degrees 16 Minutes 56 Seconds West, a distance of 87.99 feet to a point.

Thence, South 03 Degrees 28 Minutes 33 Seconds West, a distance of 43.38 feet to a point.

Thence, South 39 Degrees 30 Minutes 46 Seconds West, a distance of 110.60 feet to a point.

Thence, South 74 Degrees 04 Minutes 40 Seconds West, a distance of 71.36 feet to a point.

Thence, South 34 Degrees 45 Minutes 32 Seconds West, a distance of 45.52 feet to a point in the centerline of creek.

Thence, leaving said creek, North 86 Degrees 42 Minutes 06 Seconds West, passing a witness pin at 12.19 feet, a total distance of 334.30 feet to an iron pin.

Thence, South 07 Degrees 32 Minutes 51 Seconds West, a distance of 400.41 feet to a fourteen-inch hackberry tree.

Thence, South 08 Degrees 20 Minutes 09 Seconds West, a distance of 755.46 feet to an iron pin.

Thence, North 79 Degrees 50 Minutes 12 Seconds West, a distance of 409.68 feet to an iron pin.

Thence, South 07 Degrees 55 Minutes 58 Seconds West, a distance of 313.82 feet to an iron pin.

Thence, South 08 Degrees 37 Minutes 31 Seconds West, a distance of 381.74 feet to an iron pin.

Thence, South 80 Degrees 52 Minutes 15 Seconds East, a distance of 448.12 feet to an iron pin.

Thence, South 08 Degrees 06 Minutes 52 Seconds West, a distance of 463.09 feet to an iron pin.

Thence, South 06 Degrees 12 Minutes 33 Seconds West, a distance of 715.36 feet to an iron pin.

Thence, South 08 Degrees 12 Minutes 47 Seconds West, a distance of 923.79 feet to an iron pin. Said pin being a common corner of the Fuqua Family Trust property and the Samuel Marks property (DB.429, PG.947, R.O.W.C.T.) and the Southeast corner of the property herein described.

Thence, with the line of Marks, South 83 Degrees 59 Minutes 59 Seconds West, a distance of 127.16 feet to a wooden fence post.

Thence, North 81 Degrees 23 Minutes 22 Seconds West, a distance of 242.45 feet to an iron pin. Said pin being a common corner of the Samuel Marks property and the Jeff Brown property (DB.2127, PG.190, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Brown, North 22 Degrees 25 Minutes 32 Seconds West, a distance of 1305.78 feet to an iron pin.

Thence, North 24 Degrees 49 Minutes 27 Seconds East, a distance of 30.68 feet to an iron pin.

Thence, North 80 Degrees 33 Minutes 13 Seconds West, a distance of 523.89 feet to an iron pin.

Thence, South 26 Degrees 05 Minutes 33 Seconds West, a distance of 313.11 feet to an iron pin. Said pin being a common corner of the Jeff Brown property and the remaining lands of the Tracy L. Lawrence property (DB.443, PG.83, R.O.W.C.T.) and a point on line of the property herein described.

Thence, severing the lands of Lawrence, North 57 Degrees 54 Minutes 41 Seconds West, a distance of 150.62 feet to an iron pin. Said pin being a common corner of the remaining lands of the Lawrence property and the Robert Howard property (DB.414, PG.298, R.O.W.C.T.) and the Southwest corner of the property herein described.

Thence, with the line of Howard, North 08 Degrees 14 Minutes 25 Seconds East, a distance of 286.30 to an iron pin. Said pin being a common corner of the Robert Howard property and Ricardo Rios property (DB.1464, PG.849, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Rios, North 08 Degrees 09 Minutes 35 Seconds East, a distance of 214.88 feet to an iron pin. Said pin being a common corner of the Ricardo Rios property and John White property (DB.395, PG.492, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of White, North 08 Degrees 12 Minutes 20 Seconds East, a distance of 209.91 feet to an iron pin. Said pin being a common corner of the John White property and Janice Blanton property (DB.395, PG.498, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Blanton, North 08 Degrees 47 Minutes 56 Seconds East, a distance of 353.78 feet to a t-post.

Thence, North 11 Degrees 07 Minutes 24 Seconds East, a distance of 55.51 feet to an iron pin. Said pin being a common corner of the Janice Blanton property and Jack Jones property (DB.848, PG.2385, R.O.W.C.T.) and point on line of the property herein described.

Thence, with the line of Jones, North 09 Degrees 17 Minutes 16 Seconds East, a distance of 262.64 feet to an iron pin. Said pin being a common corner of the Jack Jones property and Debra Taylor property (DB.1167, PG.2126, R.O.W.C.T.) and a point on line of the property herein described.

Thence with the line of Taylor, North 08 Degrees 51 Minutes 40 Seconds East, a distance of 101.12 to an iron pin. Said pin being a common corner of the Debra Taylor property and Chad Gapen property (DB.2120, PG.1086, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Gapen, North 09 Degrees 28 Minutes 21 Seconds East, a distance of 194.01 feet to an iron pin. Said pin being a common corner of the Chad Gapen property and Matthew Swindoll property (DB.2094, PG.693, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Swindoll, North 09 Degrees 24 Minutes 08 Seconds East, a distance of 325.91 feet to an iron pin. Said pin being a common corner of the Matthew Swindoll property and Phillip Swindoll property (DB.1614, PG.15, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Phillip Swindoll, North 09 Degrees 21 Minutes 20 Seconds East, a distance of 300.00 feet to an iron pin set.

Thence, North 79 Degrees 09 Minutes 02 Seconds West, a distance of 2248.86 feet to THE POINT OF BEGINNING.

Said tract containing 191.70 acres or 8,350,118 sq.ft. more or less by a survey performed by Keith & Associates Land Surveying Inc., dated July 15, 2022.



MEMORANDUM

Date: February 20, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Mira Bella Subdivision
LUA, AX, PMDP PUD, RZ
Map - 55
Parcel(s) – 70.02, 70.03, 92.00, 92.04, and 102.00

Request: Submitted by M2 Group, LLC, on behalf of their clients, the applicant requests an annexation, plan of services, land use plan amendment, rezone and preliminary master development plan approval for a development on Lebanon Road to include both commercial (52,725 sf) and 434 residential units.

Overview: This development site includes 398.73 acres on the south side of Lebanon Road, east of Beckwith Road and Bass Lane. The property is in Wilson County but within the City’s urban growth boundary. The current zoning is Wilson County R-1, for all five (5) parcels submitted. The applicant has requested to rezone to RS-40 and CNS, to develop a mixed-use community with commercial parcels along Lebanon Road and residential behind. The City’s land use plan identifies the area as low density residential. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
M2/Mira Bella	Low Density Residential	Commercial Neighborhood Services & Low Density Residential	Wilson County R-1	RS-40 and CNS

Future Land Use Plan: The City’s future land use plan identifies the property as low density residential for all parcels. Low density land use is found around the property both north and south of Lebanon Road and east of Beckwith Road. The land use plan amendment is only for the property adjacent to Lebanon Road and does not apply to the remainder of the development site. The land use plan does not support a request for commercial neighborhood services. The land use plan will not need to be amended for the residential component of this development.

Zoning: The zoning is R-1 in Wilson County, surrounded by this same zoning as well. The applicant is seeking CNS zoning along Lebanon Road and RS-40 zoning for the remaining residential area with a PUD overlay.

Urban Growth Boundary: The subject property is in the City’s urban growth boundary.

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

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 FOR NEIGHBORHOOD COMMERCIAL***
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:

Overview: This PUD is located on the south side of Lebanon Road, east of Beckwith Road and Bass Lane. The entrances to the subdivision are shown on Lebanon Road and Beckwith Road. The Lebanon Road frontage will be zoned commercial and include over 50,000sf of commercial space on CNS zoning. Three types of residential product are proposed as are extensive amenities. The pmdd does not include enough detail of the commercial component. Six phases are proposed, five residential and the sixth being the commercial area. A development timeline is not included.

5-102 & 6-102 Residential & Commercial Bulk Standards: The total area of the PUD is 398.73 acres. The proposed open space (programmed) is 28.61 acres or 39% and open space for preservation is 136.24 acres. The PUD includes 434 single family lots and around 50,000sf of commercial uses. Overall density is 1.09 units/acre, under the maximum of 1.1 units per acre for residential PUDs. Minimum lot area is at least 10,000sf (10,000sf min. required) for each unit type. Average lot size is in excess of the minimum (15,000sf) for each product except Type 1 (13,207sf, a waiver is requested). The average lot size for the whole development is 19,427sf. Waivers requested from the requirements of the residential bulk standards include:

Setbacks:

- Front – 20’ requested (all lots), 50’ required
- Side - 7.5’ requested (Type 1 & 2 lots), 25’ required
- Side - 10’ requested (Type 3 lots), 25’ required
- Rear – 20’ requested (all lots), 40’ required

Minimum lot width @ building line – 50’ (Type 1 lot), 65’ (Type 2 lot), 90’ (Type 3 lot), 125’ required.

Lot coverage - 50% (Type 1 lot), 40% (Type 2 lot), 35% (Type 3 lot), 15% required.

Average lot size (13,207sf) less than 15,000 sf for Type 1 lots (297 lots).

Bulk regulation waivers are not requested for the commercial component of this development and it shall comply with all applicable regulations at site plan submittal.

Vehicular & Pedestrian Access: The subdivision will be served via two access points, with the main one being on Lebanon Road, and the secondary access point on Beckwith Road. Sidewalk shall be installed on both sides of all internal streets and along any external frontage per the City's subdivision regulations, excepting any waivers granted via this PUD approval.

Amenities: Approximately 41% /163.85 acres of the PUD is green/open space. The applicant has provided extensive amenity areas that include multiple buildings, playgrounds, parks, with trails/greenways.

Article 10 Landscaping: Buffers are not required along much of the perimeter due to residential zoning adjacent. There will be a Type D-4 buffer yard required between the commercial area on the northern end of the development and the delineation area for the residential portion of the project. Landscape plans shall be required and reviewed for compliance at final master development plan/preliminary plat/site plan submittal. A note shall indicate that landscape buffers will be located in open space and maintained by the HOA. A conceptual tree and natural buffer preservation exhibit showing vegetation retention has been provided and will be requested to be included as part of the landscape plan review at a future date. Perimeter trees shall be preserved to the fullest extent possible.

5-104.1 Residential Design Regulations: As described below, the applicant is requesting a design waiver for 65% brick/stone with the remainder to be secondary materials in the form of stucco for 35% due to the architectural design of this Tuscan themed development. Vinyl will not be used in this project. Further review of residential zoning requirements will occur at fmdp and preliminary plat submittal at a future date.

6-103.7 Commercial Design Standards: The PUD includes 52,725sf of commercial space. The applicant is requesting a design waiver for the commercial portion as well to coincide with the residential design elements. This waiver request is for 65% brick/stone with the remainder to be secondary materials in the form of stucco for 35% due to the architectural design of this Tuscan themed development. Vinyl will not be used in this project. Further review of compliance with commercial regulations will be via fmdp and site plan review at a future date.

Other: The mail kiosk location is currently shown in the southwestern corner of the development at the Beckwith Road entrance. Due to the overall size of the development, staff is requesting the developer to work with the Postmaster to provide a second location for the residents and tenants in the northern portion of the development. These locations shall be required at fmdp, and shall be covered, lighted and provide adequate parking for mail retrieval.

All fencing shall be decorative, low maintenance material. Retaining walls shall be faced with brick, stone or constructed of versa-lok or similar segmental block products. Corner lots shall be treated as critical façade lots and shall include additional architectural features. Notes indicate that lighted fountains will be included in wet detention ponds, and all detention ponds will have enhanced landscape screening. Decorative lighting, including street lights will be carried throughout the development and will also be included at the entrances to the development. These will be maintained by the HOA.

Variations/Waivers: The following waivers are requested as part of the PMDP:

1. Bulk Standards RS-40 base zoning -
Front – 20’ requested (all lots), 50’ required
Side - 7.5’ requested (Type 1 & 2 lots), 25’ required
Side - 10’ requested (Type 3 lots), 25’ required
Rear – 20’ requested (all lots), 40’ required
Minimum Lot width – 50’ (Type 1 lot), 65’ (Type 2 lot), 90’ (Type 3 lot), 125’ required
Lot coverage -50% (Type 1 lot), 40% (Type 2 lot), 35% (Type 3 lot), 15% required
Average lot size less than 15,000 sf for Type 1 lots (297 lots), 10,000 sf min w/ minimum 15,000 sf avg required over all lot types combined. (13,207sf for Type 1 lots) **STAFF FINDS THIS REQUEST UNNECESSARY DUE TO THE OVERALL AVERAGE FOR THE SUBDIVISION BEING GREATER THAN 15,000SF (19,427SF)**
2. 5.104 Residential Design Regulations – A waiver is requested for 65% brick/stone with the remainder to be secondary materials in the form of stucco for 35% due to the architectural design of this Tuscan themed development. **STAFF SUPPORTS**
3. 6.104 Commercial Design Regulations - A waiver is requested for 65% brick/stone with the remainder to be secondary materials in the form of stucco for 35% due to the architectural design of this Tuscan themed development. **STAFF SUPPORTS**
4. Allow Front facing garages on both sides of the street with recessed garages for access lanes and streets.
5. Private streets with gated access at both entrances. **PW TO RECOMMEND**
6. Temporary gated emergency fire access from Bass Lane prior to constructing a second entrance. **OTHERS TO RECOMMEND**
7. Sidewalks on one side of road in locations without lots and sections of road that are single loaded. **STAFF DOES NOT SUPPORT**
8. (76) Lots with driveways onto collector roads. **PW TO RECOMMEND**
9. Design speeds -
Residential access streets – Reduce design speed to 25 mph for private streets.
Residential access lanes – Reduce design speed to 25 mph for private streets.
Residential collectors – Reduce design speed to 30 mph and remove bike lanes from typical section for private streets. **PW TO RECOMMEND**
10. Road slopes – maximum of 10% for collector roads and 12% for access streets and lanes. **PW TO RECOMMEND**
11. Road centerline radius –
Minimum centerline radius less than 333’ for 30 mph – (7) curves
Minimum centerline radius less than 198’ for 25 mph – (17) curves **PW WORKS TO RECOMMEND**
12. Cul-De-Sacs-

Exceed 700' length – (3) locations- Provide 24' wide asphalt pavement.

Exceed (14) lots – (4) locations – Provide 24' wide asphalt pavement. **PW TO RECOMMEND**

Summary: The request is for a 398.73 acre planned unit development with 52,725sf of commercial space and 434 single family residential units on the east side of town, south of Lebanon Road, east of Beckwith Road. This is a low density, highly amenitized subdivision with a residential density of 1.09 units per acre. The average lot size is 19,427sf. The land use amendment is for the commercial component only, the remainder of the site already falls under a low-density land use designation.

The waivers listed above are subject to Planning Commission and Board of Commissioners approval. Further review will occur at final master development plan, preliminary plat and site plan submittal should this PUD and preliminary master development plan be approved.

Recommendation: Should the Planning Commission make a positive recommendation to the Board of Commissioners for the land use amendment, annexation, plan of service, rezone and preliminary master development plan for Mira Bella, please include the following conditions:

Planning and Zoning:

1. Waivers are subject to the Planning Commission and Board of Commissioners' approval.
2. All requirements, except any waivers granted, of 5.104.4 shall be adhered to.
3. All requirements, except any waivers granted, of 6.103.7 shall be adhered to.
4. All requirements of the City's subdivision regulations shall be adhered to, excepting any waivers granted.
5. Brick shall be clay, baked and individually laid.
6. Stone shall be individually laid.
7. Identify all critical façade lots at final master development plan submittal.
8. A complete landscape plan will be required at final master development plan submittal.
9. Provide formalized elevations to include all materials and percentages at final master development plan submittal.
10. Provide a summary of all residential unit types, with details about the differences in each type at final master development plan submittal.
11. Preserve as many trees as possible, especially around perimeter. Provide a tree preservation plan with final master development plan submittal. Existing trees can be utilized for perimeter buffer, should they meet the code as such.
12. Landscape buffers shall be in open space, not on individual lots, and shall maintained by the HOA in perpetuity.
13. All detention/retention ponds shall be screened with vegetation. Wet ponds shall include lighted aeration.
14. Provide decorative treatment for the main roads, i.e., split rail fencing, extra landscaping, street lighting.
15. Screen residential HVAC condenser units with landscaping and specify their location on the final master development plan submittal.
16. Commercial HVAC and utility equipment shall be screened entirely from horizontal view via a parapet wall.

17. Provide decorative street lighting throughout including at both entrances. Also provide street light typical at FMDP. Maintenance and fees shall be the responsibility of the HOA.
18. Ensure light bleed from the amenity areas and external activities do not negatively impact the residential lots nearby. Provide full photometric plan at final master development plan submittal.
19. All building mounted exterior lighting fixtures shall be decorative. Wall packs are not permitted.
20. Signage shall be reviewed via separate application to the Planning Department.
21. Provide the square footage of commercial development proposed for the area along Lebanon Road.
22. Vinyl shall not be permitted as a façade material.
23. Metal shall not be permitted as a façade material.
24. A trash receptacle and bike rack, per zoning regulations, will be required at each commercial building and at all amenity areas.

Public Works:

1. Staff supports request to disturb slopes exceeding 20% in a cut condition only. No fill shall be allowed within these slope conditions.
2. Existing steep slopes (>20%) shall not be permitted within a building envelope, per the Land Development Code.
3. All sewer shall be public and contained within a 20' easement.
4. If wet ponds are used, aeration shall be provided.
5. No onsite grinder systems or step systems will be allowed for this development.
6. 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.
7. Landscaping plans shall be approved prior to construction plans approval.
8. A letter of approval from West Wilson Utility District will be needed prior to construction plan approval is issued.
9. Proof of easements for offsite sewer shall be **obtained and submitted** to the Engineering Department **prior** to PMDP/PUD approval by the BOC.
10. TVA approval shall be submitted prior to PMDP/PUD approval by the BOC.
11. All proposed sewer pump stations shall be public and built to City specifications.
12. All pedestrian facilities identified as "Multi-use Path" in the plans shall be at least 10' wide. A minimum width of 8' is permissible only in areas with geometric constraints.
13. All facilities will be ADA and PROWAG compliant.
14. All driveways shall comply with TDOT's Highway Systems Access Manual.
15. Adequate sight distance shall be provided at all intersections. Sight distance profiles will be provided at FMDP. Landscaping shall not be provided within the sight triangles.
16. Sidewalks abutting parking shall be at least 7' wide.
17. The connection of the proposed collector road to Lebanon Road shall be required prior to the 99th CO in Phase 3 (The first phase east of the Bass Lane emergency exit).

18. Roundabouts shall be installed along the collector to provide traffic calming. Coordinate with staff on locations at FMDP.
19. Enhanced pedestrian crossings are required within the loop road for safe access to the amenity center.
20. A cul-de-sac or other acceptable turnaround is required on the access lane that includes the emergency access to Bass Lane.
21. Roadway Variances:
 - a. Request to allow private and gated streets (Sub. Reg. 4-103.3): NOT SUPPORTED as the future transportation plan calls for collectors connecting Beckwith Road and Bass Lane on this parcel.
 - b. Request to exceed 99 units on a single access point for Phases 1 and 2 (Sub. Reg. 4-103.205 (d)): SUPPORTED as the development team is providing a second access point to Bass Lane that is gated for emergency vehicles only and additional access shall be provided in future phases.
 - c. Request to reduce design speed of an access lane to 20 mph (Sub. Reg. 4-104.4): NOT SUPPORTED
 - d. Request to reduce design speed of an access street to 25 mph (Sub. Reg. 4-104.4): SUPPORTED
 - e. Request to reduce the design speed of a residential collector to 25 mph (Sub. Reg. 4-104.4): NOT SUPPORTED but would support 30 mph with traffic calming.
 - f. Request to omit bicycle lanes on a residential collector (Standard Drawing ST-108): NOT SUPPORTED
 - g. Request to exceed maximum slopes on a collector up to 10% total (Sub. Reg. 104-4): SUPPORTED ONLY ON SECTIONS WITH NO FRONTAGE. Regardless of the variance, all collectors may not exceed 3% within 50 feet of intersections.
 - h. Request to exceed slopes on an access street up to 12% total (Sub. Reg. 104-4): NOT SUPPORTED as 12% exceeds fire code. Regardless of the variance, all access lane and access streets may not exceed 5% within 50 feet of an intersection.
 - i. Request to allow front facing garages on an access street (Zoning Reg. 5-104.4 (10 b)): SUPPORTED on one side of the street only. The other side shall be side loaded.
 - j. Request to omit sidewalks in sections without frontage (Sub. Reg. 4-103.103): NOT SUPPORTED. Should this variance be granted, sidewalks must transition sides of the street at intersections.
 - k. Request to have lot frontages on residential collectors with ADT exceeding 2,000 vehicles per day (Sub. Reg. 4-104.303): NOT SUPPORTED.
 - l. Request to include horizontal roadway radius under AASHTO standard: SUPPORTED only by lowering the design speed with traffic calming and outside areas exceeding standards for slope.
22. Cul-de-sac variances:
 - a. Request to exceed 700' length (Sub. Reg. 4-104.4): SUPPORTED with at least 24' wide pavement section.
 - b. Request to exceed 14 lots (Sub. Reg. 4-104.4): SUPPORTED with at least 24' wide pavement.
23. Cross access easement or stub roads will be required at the following locations unless variances are approved to allow private streets:

- a. The access street cul-de-sac adjacent to Lot 131 OR off the collector opposite Lot 163 to provide connection to the lot on Map 71 Parcel 4.08. This connection shall be classified as a collector per the future transportation plan.
 - b. The proposed access street cul-de-sac near lot 215 shall extend to the lot on Map 71 Parcel 5.00. This temporary cul-de-sac shall be up classified as an Access Street due to future anticipated traffic.
 - c. A stub road shall be located off the collector between lots 431 and 430 providing connection to the lot on Map 55 Parcel 68.04.
 - d. A stub road shall be located on the access road, between lots 317 and 318 to provide access to the lots on Map 55 Parcels 75.01 and 70.01.
 - e. Stub roads shall only be provided if the internal streets are public. Stub roads shall not be provided from private roads. Stub roads are required to be collector streets per Subdivision regulation 4-104.405.
24. Provide access to the residence on parcel located at Map 55 Parcel 61.01. Documentation shall be provided to the City prior to the construction plan review proving access to Bass Lane does not need to be maintained.
25. The loop road around the amenity center is required to meet horizontal curve radius guidelines provided by AASHTO. Traffic calming may be provided to adjust design speeds.
26. Parking shall not be permitted along the collector street, including adjacent to the retail component.
27. Sidewalks are required along the collector road through the retail portion of the development.
28. Lebanon Road and Beckwith Road:
- a. A signal warrant analysis indicated that a traffic signal will be warranted at this intersection, however this intersection is outside the City limits.
 - b. The Wilson County Road Commission has indicated that they would support maintaining a signal at this intersection.
 - c. The design of this signal shall comply with any TDOT and Wilson County Road Commission standards.
29. Lebanon Road and New Collector Road:
- a. An eastbound right-turn lane shall be constructed when this connection is made. This turn lane will be designed to TDOT standard and requires TDOT approval.
 - b. A westbound left-turn lane shall be constructed when this connection is made. This turn lane will be designed to TDOT standard and requires TDOT approval.
 - c. Street lighting shall be provided.
 - d. Signal warrant analysis indicates an additional signal is warranted at this intersection. However, this would require poles being places outside the Urban Growth Boundary.
30. Sidewalks shall be constructed along the project frontages at Beckwith Road and Lebanon Road. Beckwith Road is a county road; therefore, the sidewalk shall be outside the public right-of-way and be the responsibility of the HOA. Sidewalks shall be at least 6' wide.

Fire Department:

- 1. No Comments Received.

West Wilson Utility District:

1. The proposed water lines shown are not WWUD's design.

Wilson County Schools:

1. No Comments Received.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1067
10.E.

Agenda Date: 9/22/2025

Agenda #:

Title:

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

ORDINANCE NO. _____

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

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 March 20, 2025, and forwarded a negative recommendation for approval to the Board of Commissioners by a vote of (6-0-1) 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 subject property off Beckwith Road, Lebanon Road and Bass Lane, Map 055, Parcels 070.02, 070.03, 092.00, 092.04, 102.00, approximately 403.44 acres, from Wilson County R-1 to RS-40 & CNS PUD and adopt the Preliminary Master Development Plan for the Mira Bella Subdivision.

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 off of Beckwith Road, Lebanon Road and Bass Lane, Map 055, Parcels 070.02, 070.03, 092.00, 092.04, 102.00, approximately 403.44 acres from Wilson County R-1 to RS-40 & CNS PUD.

LEGAL DESCRIPTION – See Exhibit A (attached)

SECTION 2. – The Preliminary Master Development Plan for Mira Bella (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. Waivers are subject to the Planning Commission and Board of Commissioners’ approval.
2. All requirements, except any waivers granted, of 5.104.4 shall be adhered to.
3. All requirements, except any waivers granted, of 6.103.7 shall be adhered to.

4. All requirements of the City's subdivision regulations shall be adhered to, excepting any waivers granted.
5. Brick shall be clay, baked and individually laid.
6. Stone shall be individually laid.
7. Identify all critical façade lots at final master development plan submittal.
8. A complete landscape plan will be required at final master development plan submittal.
9. Provide formalized elevations to include all materials and percentages at final master development plan submittal.
10. Provide a summary of all residential unit types, with details about the differences in each type at final master development plan submittal.
11. Preserve as many trees as possible, especially around perimeter. Provide a tree preservation plan with final master development plan submittal. Existing trees can be utilized for perimeter buffer, should they meet the code as such.
12. Landscape buffers shall be in open space, not on individual lots, and shall be maintained by the HOA in perpetuity.
13. All detention/retention ponds shall be screened with vegetation. Wet ponds shall include lighted aeration.
14. Provide decorative treatment for the main roads, i.e., split rail fencing, extra landscaping, street lighting.
15. Screen residential HVAC condenser units with landscaping and specify their location on the final master development plan submittal.
16. Commercial HVAC and utility equipment shall be screened entirely from horizontal view via a parapet wall.
17. Provide decorative street lighting throughout including at both entrances. Also provide street light typical at FMDP. Maintenance and fees shall be the responsibility of the HOA.
18. Ensure light bleed from the amenity areas and external activities do not negatively impact the residential lots nearby. Provide full photometric plan at final master development plan submittal.
19. All building mounted exterior lighting fixtures shall be decorative. Wall packs are not permitted.
20. Signage shall be reviewed via separate application to the Planning Department.
21. Provide the square footage of commercial development proposed for the area along Lebanon Road.
22. Vinyl shall not be permitted as a façade material.
23. Metal shall not be permitted as a façade material.
24. A trash receptacle and bike rack, per zoning regulations, will be required at each commercial building and at all amenity areas.

Public Works:

1. Staff supports request to disturb slopes exceeding 20% in a cut condition only. No fill shall be allowed within these slope conditions.
2. Existing steep slopes (>20%) shall not be permitted within a building envelope, per the Land Development Code.
3. All sewer shall be public and contained within a 20' easement.
4. If wet ponds are used, aeration shall be provided.
5. No onsite grinder systems or step systems will be allowed for this development.

6. 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.
7. Landscaping plans shall be approved prior to construction plans approval.
8. A letter of approval from West Wilson Utility District will be needed prior to construction plan approval is issued.
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10. TVA approval shall be submitted prior to PMDP/PUD approval by the BOC.
11. All proposed sewer pump stations shall be public and built to City specifications.
12. All pedestrian facilities identified as “Multi-use Path” in the plans shall be at least 10’ wide. A minimum width of 8’ is permissible only in areas with geometric constraints.
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14. All roads and driveways shall comply with TDOT’s Highway Systems Access Manual.
15. Adequate sight distance shall be provided at all intersections. Sight distance profiles will be provided at FMDP. Landscaping shall not be provided within the sight triangles.
16. Sidewalks abutting parking shall be at least 7’ wide.
17. The connection of the proposed collector road to Lebanon Road shall be required prior to the 99th CO in Phase 3 (The first phase east of the Bass Lane emergency exit).
18. Roundabouts shall be installed along the collector to provide traffic calming. Coordinate with staff on locations at FMDP.
19. Enhanced pedestrian crossings are required within the loop road for safe access to the amenity center.
20. A cul-de-sac or other acceptable turnaround is required on the access lane that includes the emergency access to Bass Lane.
21. Roadway Variances:
 - a. Request to allow private and gated streets (Sub. Reg. 4-103.3): NOT SUPPORTED as the future transportation plan calls for collectors connecting Beckwith Road and Bass Lane on this parcel.
 - b. Request to exceed 99 units on a single access point for Phases 1 and 2 (Sub. Reg. 4-103.205 (d)): SUPPORTED as the development team is providing a second access point to Bass Lane that is gated for emergency vehicles only and additional access shall be provided in future phases.
 - c. Request to reduce design speed of an access lane to 20 mph (Sub. Reg. 4-104.4): NOT SUPPORTED
 - d. Request to reduce design speed of an access street to 25 mph (Sub. Reg. 4-104.4): SUPPORTED
 - e. Request to reduce the design speed of a residential collector to 25 mph (Sub. Reg. 4-104.4): NOT SUPPORTED but would support 30 mph with traffic calming.
 - f. Request to omit bicycle lanes on a residential collector (Standard Drawing ST-108): NOT SUPPORTED
 - g. Request to exceed maximum slopes on a collector up to 10% total (Sub. Reg. 104-4): SUPPORTED ONLY ON SECTIONS WITH NO FRONTAGE. Regardless of the variance, all collectors may not exceed 3% within 50 feet of intersections.

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 - i. Request to allow front facing garages on an access street (Zoning Reg. 5-104.4 (10 b)): SUPPORTED on one side of the street only. The other side shall be side loaded.
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 - k. Request to have lot frontages on residential collectors with ADT exceeding 2,000 vehicles per day (Sub. Reg. 4-104.303): NOT SUPPORTED.
 - l. Request to include horizontal roadway radius under AASHTO standard: SUPPORTED only by lowering the design speed with traffic calming and outside areas exceeding standards for slope.
22. Cul-de-sac variances:
- a. Request to exceed 700' length (Sub. Reg. 4-104.4): SUPPORTED with at least 24' wide pavement section.
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 - b. The proposed access street cul-de-sac near lot 215 shall extend to the lot on Map 71 Parcel 5.00. This temporary cul-de-sac shall be up classified as an Access Street due to future anticipated traffic.
 - c. A stub road shall be located off the collector between lots 431 and 430 providing connection to the lot on Map 55 Parcel 68.04.
 - d. A stub road shall be located on the access road, between lots 317 and 318 to provide access to the lots on Map 55 Parcels 75.01 and 70.01.
 - e. Stub roads shall only be provided if the internal streets are public. Stub roads shall not be provided from private roads. Stub roads are required to be collector streets per Subdivision regulation 4-104.405.
24. Provide access to the residence on parcel located at Map 55 Parcel 61.01. Documentation shall be provided to the City prior to the construction plan review proving access to Bass Lane does not need to be maintained.
25. The loop road around the amenity center is required to meet horizontal curve radius guidelines provided by AASHTO. Traffic calming may be provided to adjust design speeds.
26. Parking shall not be permitted along the collector street, including adjacent to the retail component.
27. Sidewalks are required along the collector road through the retail portion of the development.
28. Lebanon Road and Beckwith Road:
- a. A signal warrant analysis indicated that a traffic signal will be warranted at this intersection, however this intersection is outside the City limits.
 - b. The Wilson County Road Commission has indicated that they would support maintaining a signal at this intersection.

- c. The design of this signal shall comply with any TDOT and Wilson County Road Commission standards.
29. Lebanon Road and New Collector Road:
- a. An eastbound right-turn lane shall be constructed when this connection is made. This turn lane will be designed to TDOT standard and requires TDOT approval.
 - b. A westbound left-turn lane shall be constructed when this connection is made. This turn lane will be designed to TDOT standard and requires TDOT approval.
 - c. Street lighting shall be provided.
 - d. Signal warrant analysis indicates an additional signal is warranted at this intersection. However, this would require poles being placed outside the Urban Growth Boundary.
30. Additional road improvements may be required by the Wilson County Road Commission or TDOT based on jurisdiction.
31. Sidewalks shall be constructed along the project frontages at Beckwith Road and Lebanon Road. The sidewalks shall be outside the public right-of-way and be the responsibility of the HOA. Sidewalks shall be at least 6' wide.
32. A voluntary contribution of \$7,500 per lot to be paid at the time the Erosion Control Permit is issued with monies to be allocated for the widening of Lebanon Road.

Mt. Juliet Fire Department:

- 1. No Comments Received.

West Wilson Utility District:

- 1. The proposed water lines shown are not WWUD's design.
- 2. Sidewalks are mentioned in the comments for Highway 70 and Beckwith Road. The existing water line shall not be under the proposed sidewalks.

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

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

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

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett
City Attorney

Exhibit A

Legal Description 211.74 ACRE TRACT

A tract or parcel of land located in the 2nd Civil District of Wilson County, Tennessee and being bounded on the West by Gleaves, McGuire, Antonicello, Lilly, Hall, Lind and the easterly Right of Way of Beckwith Road and on the North by Nelson, Sawusch-Pytuk, Work, Chandler, Howard, Brown and the southerly terminus of Bass Lane, on the East by Graves and Brewer and on the South by Brewer, Tomlinson, Branner, Smith, Murphy and Lind and being more particularly described as follows:

Beginning at an iron pin in the easterly margin of Beckwith Road, said pin being the Southwest corner of the William Gleaves property (DB.1675, PG.2051, R.O.W.C.T.) and the most northwesterly corner of the property herein described, also being 25 feet from the centerline of said road. Said pin being the POINT OF BEGINNING.

Thence, with the line of Gleaves, South 81 Degrees 11 Minutes 27 Seconds East, a distance of 505.87 feet to an iron pin.

Thence, South 80 Degrees 51 Minutes 19 Seconds East, a distance of 469.51 feet to an iron pin.

Thence, North 23 Degrees 14 Minutes 13 Seconds East, a distance of 7.83 feet to a wooden fence post.

Thence, North 07 Degrees 51 Minutes 33 Seconds East, a distance of 364.91 feet to an iron pin.

Thence, North 06 Degrees 11 Minutes 19 Seconds East, a distance of 305.07 feet to an iron pin in the line of the Bryan Nelson property (DB.2021, PG.1728, R.O.W.C.T.).

Thence, with the line of Nelson, South 78 Degrees 40 Minutes 16 Seconds East, a distance of 204.58 feet to an iron pin.

Thence, South 79 Degrees 31 Minutes 39 Seconds East, a distance of 268.15 feet to an iron pin.

Thence, South 80 Degrees 56 Minutes 12 Seconds East, a distance of 216.41 feet to an iron pin in the line of the Candice Sawusch-Pytuk property (DB.1867, PG.1553, R.O.W.C.T.).

Thence, with the line of Sawusch-Pytuk, South 02 Degrees 27 Minutes 45 Seconds West, a distance of 10.87 feet to an iron pin.

Thence, South 78 Degrees 34 Minutes 52 Seconds East, a distance of 574.08 feet to an iron pin.

Thence, North 07 Degrees 29 Minutes 36 Seconds East, a distance of 872.06 feet to an iron pin.

Thence, North 66 Degrees 07 Minutes 20 Seconds East, a distance of 520.98 feet to an iron pin in the line of the Chad Work property (DB.2186, PG.1630, R.O.W.C.T.).

Thence, with the line of Work, South 60 Degrees 56 Minutes 42 Seconds East, a distance of 37.68 feet to an iron pin.

Thence, South 38 Degrees 42 Minutes 55 Seconds East, a distance of 29.18 feet to an iron pin.

Thence, South 12 Degrees 12 Minutes 59 Seconds East, a distance of 54.72 feet to an iron pin.

Thence, South 06 Degrees 44 Minutes 54 Seconds East, a distance of 147.61 feet to an iron pin.

Thence, South 06 Degrees 29 Minutes 21 Seconds East, a distance of 568.56 feet to an iron pin.

Thence, South 87 Degrees 35 Minutes 45 Seconds East, a distance of 631.42 feet to an iron pin.

Thence, North 02 Degrees 24 Minutes 15 Seconds East, a distance of 624.30 feet to an iron pin in the southerly terminus of Bass Lane.

Thence, with the road right-of-way, South 60 Degrees 11 Minutes 25 Seconds East, a distance of 55.93 feet to an iron pin in the line of the James Chandler property (DB.1818, PG.590, R.O.W.C.T.).

Thence, with the line of Chandler, South 02 Degrees 21 Minutes 58 Seconds West, a distance of 244.46 feet to an iron pin.

Thence, South 88 Degrees 37 Minutes 53 Seconds East, a distance of 790.97 feet to an iron pin.

Thence, North 02 Degrees 29 Minutes 03 Seconds East, a distance of 204.65 feet to an iron pin in the line of the Robert Howard property (DB.2247, PG.1057, R.O.W.C.T.).

Thence, with the line of Howard, South 80 Degrees 00 Minutes 14 Seconds East, a distance of 670.96 feet to an iron pin.

Thence, South 57 Degrees 54 Minutes 41 Seconds East, a distance of 150.62 feet to an iron pin in the line of the Jeff Brown property (DB.2127, PG.190, R.O.W.C.T.).

Thence, with the line of Brown, South 80 Degrees 27 Minutes 30 Seconds East, a distance of 524.95 feet to an iron pin.

Thence, South 22 Degrees 39 Minutes 56 Seconds East, a distance of 994.82 feet to an iron pin in the northeasterly corner of the Alton Graves property (DB.1987, PG.1691, R.O.W.C.T.).

Thence, with the line of Graves, North 81 Degrees 41 Minutes 26 Seconds West, a distance of 869.02 feet to a post in the line of the Daphine Brewer property (DB.1987, PG.1700, R.O.W.C.T.).

Thence, with the line of Brewer, North 81 Degrees 02 Minutes 23 Seconds West, a distance of 313.54 feet to an iron pin

Thence, South 09 Degrees 07 Minutes 50 Seconds West, a distance of 454.82 feet to a post.

Thence, South 08 Degrees 57 Minutes 25 Seconds West, a distance of 410.15 feet to a post.

Thence, South 09 Degrees 45 Minutes 26 Seconds West, a distance of 444.86 feet to an iron pin.

Thence, North 80 Degrees 28 Minutes 06 Seconds West, a distance of 144.76 feet to a post.

Thence, North 79 Degrees 05 Minutes 17 Seconds West, a distance of 178.40 feet to an iron pin.

Thence, North 78 Degrees 14 Minutes 44 Seconds West, a distance of 255.45 feet to a 18" Hickory.

Thence, North 78 Degrees 45 Minutes 02 Seconds West, a distance of 323.94 feet to a post.

Thence, North 77 Degrees 10 Minutes 18 Seconds West, a distance of 206.81 feet to an iron pin in the northeasterly corner of the Danny Tomlinson property (DB.421, PG.686, R.O.W.C.T.).

Thence, with the line of Tomlinson, North 79 Degrees 09 Minutes 20 Seconds West, a distance of 548.07 feet to an iron pin.

Thence, North 80 Degrees 13 Minutes 29 Seconds West, a distance of 575.88 feet to an iron pin in the northeasterly corner of the Ted Branner property (DB.825, PG.1, R.O.W.C.T.).

Thence, with the line of Branner, North 60 Degrees 29 Minutes 14 Seconds West, a distance of 70.25 feet to an iron pin.

Thence, North 79 Degrees 48 Minutes 43 Seconds West, a distance of 470.48 feet to an iron pipe.

Thence, South 07 Degrees 53 Minutes 01 Seconds West, a distance of 933.02 feet to an iron pin.

Thence, South 08 Degrees 33 Minutes 07 Seconds West, a distance of 195.58 feet to an iron pin.

Thence, North 79 Degrees 52 Minutes 20 Seconds West, a distance of 431.17 feet to an iron pin in the northeasterly corner of the Thomas Smith property (DB.432, PG.137, R.O.W.C.T.).

Thence, with the line of Thomas, North 83 Degrees 24 Minutes 25 Seconds West, a distance of 247.60 feet to an iron pin in the northeasterly corner of the Brenda Murphy property (DB.455, PG.232, R.O.W.C.T.).

Thence, with the line of Murphy, North 82 Degrees 00 Minutes 54 Seconds West, a distance of 161.52 feet to an iron pin in the northeasterly corner of the Zachary Lind property (DB.2167, PG.217, R.O.W.C.T.).

Thence, with the line of Lind, North 69 Degrees 26 Minutes 43 Seconds West, a distance of 32.35 feet to an iron pin.

Thence, South 87 Degrees 50 Minutes 53 Seconds West, a distance of 81.33 feet to an iron pin.

Thence, North 79 Degrees 33 Minutes 48 Seconds West, a distance of 300.98 feet to an iron pin in the southeasterly corner of the Mark Lind property (DB.1944, PG.1103, R.O.W.C.T.).

Thence, with the line of Lind, North 09 Degrees 52 Minutes 17 Seconds East, a distance of 211.16 feet to an iron pin in the southeasterly corner of the William Hall property (DB.1746, PG.1122, R.O.W.C.T.).

Thence, with the line of Hall, North 09 Degrees 36 Minutes 50 Seconds East, a distance of 756.48 feet to an iron pin.

Thence, North 84 Degrees 15 Minutes 24 Seconds West, a distance of 641.45 feet to an iron pin in the southeasterly corner of the David Lilly property (DB.2104, PG.992, R.O.W.C.T.).

Thence, with the line of Lilly, North 11 Degrees 15 Minutes 01 Seconds East, a distance of 303.62 feet to an iron pin in the southeasterly corner of the Ryan Antonicello property (DB.1991, PG.1609, R.O.W.C.T.).

Thence, with the line of Antonicello, North 12 Degrees 09 Minutes 59 Seconds East, a distance of 27.10 feet to a t-post.

Thence, North 10 Degrees 51 Minutes 32 Seconds East, a distance of 46.67 feet to an iron pin.

Thence, North 81 Degrees 10 Minutes 21 Seconds West, a distance of 84.75 feet to a point.

Thence, North 81 Degrees 38 Minutes 10 Seconds West, a distance of 156.25 feet to an iron pin in the southeasterly corner of the Jeffery McGuire property (DB.1855, PG.1528, R.O.W.C.T.).

Thence, with the line of McGuire, North 16 Degrees 20 Minutes 37 Seconds East, a distance of 121.20 feet to a 18" Hickory.

Thence, North 77 Degrees 29 Minutes 23 Seconds West, a distance of 134.34 feet to an iron pin in the easterly right-of-way of Beckwith Road.

Thence, North 15 Degrees 46 Minutes 42 Seconds East, a distance of 24.69 feet to a point.

Thence, North 13 Degrees 29 Minutes 10 Seconds East, a distance of 66.37 feet to the POINT OF BEGINNING.

Said tract containing 211.74 acres or 9,223,382 sq.ft. more or less by a survey performed by Keith & Associates Land Surveying Inc., dated August 14, 2023.

Tract 1 & 2

A tract or parcel of land located in the 2nd Civil District of Wilson County, Tennessee and being bounded on the West by Howard, Rios, White, Blanton, Jones, Taylor, Gapen, Matthew Swindoll, Phillip Swindoll, and the easterly Right of Way of Bass Lane, on the North by Rinser, Dickens, Rogers, Wagner, Ross, and the southerly Right of Way of Lebanon Road, on the East by Fuqua Family Trust, and on the South by Marks, Brown and the remaining lands of the Tracy Lawrence property and being more particularly described as follows:

Beginning at an iron pin in the easterly margin of Bass Lane, said pin being the Northwest corner of the Phillip Swindoll property (DB.1614, PG.15, R.O.W.C.T.) and the most westerly corner of the property herein described, also being 25 feet from the centerline of Bass Lane. Said pin being THE POINT OF BEGINNING.

Thence, with the easterly margin of aforementioned road, North 16 Degrees 23 Minutes 45 Seconds East, a distance of 181.42 feet to a point.

Thence, North 13 Degrees 07 Minutes 26 Seconds East, a distance of 64.51 feet to a point.

Thence, North 10 Degrees 59 Minutes 20 Seconds East, a distance of 156.71 feet to an iron pin. Said pin being the Southwest corner of the Gloria Rinser property (DB. 1987, PG.1400, R.O.W.C.T.) and the Northwest corner of the property herein described.

Thence, leaving the easterly margin of road, with the line of Rinser, South 89 Degrees 03 Minutes 10 Seconds East, a distance of 164.22 feet to an iron pin.

Thence, South 80 Degrees 02 Minutes 07 Seconds East, a distance of 205.98 feet to an iron pin.

Thence, South 44 Degrees 37 Minutes 52 Seconds East, a distance of 20.31 feet to an eighteen-inch hackberry tree.

Thence, South 83 Degrees 46 Minutes 47 Seconds East, a distance of 698.54 feet to an iron pin.

Thence, North 81 Degrees 22 Minutes 17 Seconds East, a distance of 983.25 feet to an iron pin. Said pin being a common corner of the Rinser property and the Anita Dickens property (DB.1924, PG.443, R.O.W.C.T.) and the property herein described.

Thence with the line of Dickens, South 78 Degrees 21 Minutes 09 Seconds East, a distance of 485.87 feet to a wooden fence post. Said post being a common corner of the Dickens property and the Cynthia Rogers property (DB.2086, PG.2274, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Rogers, South 78 Degrees 16 Minutes 48 Seconds East, a distance of 347.28 feet to a wooden fence post.

Thence, South 83 Degrees 10 Minutes 28 Seconds East, a distance of 288.17 feet to an iron pin.

Thence, North 08 Degrees 37 Minutes 07 Seconds East, a distance of 841.62 feet to an iron pin. Said pin being a common corner of the Rogers property and the Rodney Wagner property (DB.1181, PG.2199, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Wagner, South 81 Degrees 35 Minutes 06 Seconds East, a distance of 455.54 feet to an iron pin. Said pin being a common corner of the Thomas M. Ross, Jr. property (DB.805, 2157, R.O.W.C.T.) and the property herein described.

Thence, with the line of Ross, Jr., North 08 Degrees 38 Minutes 04 Seconds East, a distance of 1091.12 feet to an iron pin set in the southerly margin of Lebanon Road. Said pin being the Northeast corner of the Ross, Jr. property and the Northwest corner of the property herein described, also being 40 feet from the centerline of Lebanon Road.

Thence, with the southerly margin of aforementioned road, South 81 Degrees 22 Minutes 06 Seconds East, a distance of 674.58 feet to a point in the centerline of a creek. Said point being the Northwest corner of the Fuqua Family Trust property (DB.1643, PG.1769, R.O.W.C.T.) and the Northeast corner of the property herein described.

Thence, leaving the southerly margin of Lebanon Road, with the line of Fuqua Family Trust (centerline of creek), South 01 Degrees 34 Minutes 14 Seconds West, a distance of 109.76 feet to a point.

Thence, South 30 Degrees 52 Minutes 20 Seconds West, a distance of 43.56 feet to a point.

Thence, South 11 Degrees 56 Minutes 29 Seconds East, a distance of 63.60 feet to a point.

Thence, South 38 Degrees 37 Minutes 24 Seconds West, a distance of 36.21 feet to a point.

Thence, South 23 Degrees 30 Minutes 22 Seconds East, a distance of 64.24 feet to a point.

Thence, South 17 Degrees 26 Minutes 13 Seconds West, a distance of 36.65 feet to a point.

Thence, South 46 Degrees 08 Minutes 17 Seconds West, a distance of 133.92 feet to a point.

Thence, South 61 Degrees 55 Minutes 13 Seconds West, a distance of 141.30 feet to a point in the centerline of creek.

Thence, leaving said creek, South 33 Degrees 40 Minutes 06 Seconds West, a distance of 124.22 feet to a point.

Thence, South 14 Degrees 55 Minutes 34 Seconds West, a distance of 402.59 feet to an iron pin.

Thence, North 86 Degrees 43 Minutes 41 Seconds East, passing a witness pin at 266.02 feet, a total distance of 276.31 feet to a point in the centerline of creek.

Thence, with the centerline of said creek, South 01 Degrees 53 Minutes 11 Seconds East, a distance of 65.45 feet to a point.

Thence, South 11 Degrees 25 Minutes 36 Seconds East, a distance of 70.05 feet to a point.

Thence, South 08 Degrees 27 Minutes 55 Seconds West, a distance of 58.25 feet to a point.

Thence, South 04 Degrees 17 Minutes 37 Seconds East, a distance of 343.30 feet to a point.

Thence, South 13 Degrees 07 Minutes 04 Seconds East, a distance of 52.54 feet to a point.

Thence, South 14 Degrees 58 Minutes 04 Seconds West, a distance of 90.40 feet to a point.

Thence, South 37 Degrees 16 Minutes 56 Seconds West, a distance of 87.99 feet to a point.

Thence, South 03 Degrees 28 Minutes 33 Seconds West, a distance of 43.38 feet to a point.

Thence, South 39 Degrees 30 Minutes 46 Seconds West, a distance of 110.60 feet to a point.

Thence, South 74 Degrees 04 Minutes 40 Seconds West, a distance of 71.36 feet to a point.

Thence, South 34 Degrees 45 Minutes 32 Seconds West, a distance of 45.52 feet to a point in the centerline of creek.

Thence, leaving said creek, North 86 Degrees 42 Minutes 06 Seconds West, passing a witness pin at 12.19 feet, a total distance of 334.30 feet to an iron pin.

Thence, South 07 Degrees 32 Minutes 51 Seconds West, a distance of 400.41 feet to a fourteen-inch hackberry tree.

Thence, South 08 Degrees 20 Minutes 09 Seconds West, a distance of 755.46 feet to an iron pin.

Thence, North 79 Degrees 50 Minutes 12 Seconds West, a distance of 409.68 feet to an iron pin.

Thence, South 07 Degrees 55 Minutes 58 Seconds West, a distance of 313.82 feet to an iron pin.

Thence, South 08 Degrees 37 Minutes 31 Seconds West, a distance of 381.74 feet to an iron pin.

Thence, South 80 Degrees 52 Minutes 15 Seconds East, a distance of 448.12 feet to an iron pin.

Thence, South 08 Degrees 06 Minutes 52 Seconds West, a distance of 463.09 feet to an iron pin.

Thence, South 06 Degrees 12 Minutes 33 Seconds West, a distance of 715.36 feet to an iron pin.

Thence, South 08 Degrees 12 Minutes 47 Seconds West, a distance of 923.79 feet to an iron pin. Said pin being a common corner of the Fuqua Family Trust property and the Samuel Marks property (DB.429, PG.947, R.O.W.C.T.) and the Southeast corner of the property herein described.

Thence, with the line of Marks, South 83 Degrees 59 Minutes 59 Seconds West, a distance of 127.16 feet to a wooden fence post.

Thence, North 81 Degrees 23 Minutes 22 Seconds West, a distance of 242.45 feet to an iron pin. Said pin being a common corner of the Samuel Marks property and the Jeff Brown property (DB.2127, PG.190, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Brown, North 22 Degrees 25 Minutes 32 Seconds West, a distance of 1305.78 feet to an iron pin.

Thence, North 24 Degrees 49 Minutes 27 Seconds East, a distance of 30.68 feet to an iron pin.

Thence, North 80 Degrees 33 Minutes 13 Seconds West, a distance of 523.89 feet to an iron pin.

Thence, South 26 Degrees 05 Minutes 33 Seconds West, a distance of 313.11 feet to an iron pin. Said pin being a common corner of the Jeff Brown property and the remaining lands of the Tracy L. Lawrence property (DB.443, PG.83, R.O.W.C.T.) and a point on line of the property herein described.

Thence, severing the lands of Lawrence, North 57 Degrees 54 Minutes 41 Seconds West, a distance of 150.62 feet to an iron pin. Said pin being a common corner of the remaining lands of the Lawrence property and the Robert Howard property (DB.414, PG.298, R.O.W.C.T.) and the Southwest corner of the property herein described.

Thence, with the line of Howard, North 08 Degrees 14 Minutes 25 Seconds East, a distance of 286.30 to an iron pin. Said pin being a common corner of the Robert Howard property and Ricardo Rios property (DB.1464, PG.849, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Rios, North 08 Degrees 09 Minutes 35 Seconds East, a distance of 214.88 feet to an iron pin. Said pin being a common corner of the Ricardo Rios property and John White property (DB.395, PG.492, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of White, North 08 Degrees 12 Minutes 20 Seconds East, a distance of 209.91 feet to an iron pin. Said pin being a common corner of the John White property and Janice Blanton property (DB.395, PG.498, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Blanton, North 08 Degrees 47 Minutes 56 Seconds East, a distance of 353.78 feet to a t-post.

Thence, North 11 Degrees 07 Minutes 24 Seconds East, a distance of 55.51 feet to an iron pin. Said pin being a common corner of the Janice Blanton property and Jack Jones property (DB.848, PG.2385, R.O.W.C.T.) and point on line of the property herein described.

Thence, with the line of Jones, North 09 Degrees 17 Minutes 16 Seconds East, a distance of 262.64 feet to an iron pin. Said pin being a common corner of the Jack Jones property and Debra Taylor property (DB.1167, PG.2126, R.O.W.C.T.) and a point on line of the property herein described.

Thence with the line of Taylor, North 08 Degrees 51 Minutes 40 Seconds East, a distance of 101.12 to an iron pin. Said pin being a common corner of the Debra Taylor property and Chad Gapen property (DB.2120, PG.1086, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Gapen, North 09 Degrees 28 Minutes 21 Seconds East, a distance of 194.01 feet to an iron pin. Said pin being a common corner of the Chad Gapen property and Matthew Swindoll property (DB.2094, PG.693, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Swindoll, North 09 Degrees 24 Minutes 08 Seconds East, a distance of 325.91 feet to an iron pin. Said pin being a common corner of the Matthew Swindoll property and Phillip Swindoll property (DB.1614, PG.15, R.O.W.C.T.) and a point on line of the property herein described.

Thence, with the line of Phillip Swindoll, North 09 Degrees 21 Minutes 20 Seconds East, a distance of 300.00 feet to an iron pin set.

Thence, North 79 Degrees 09 Minutes 02 Seconds West, a distance of 2248.86 feet to THE POINT OF BEGINNING.

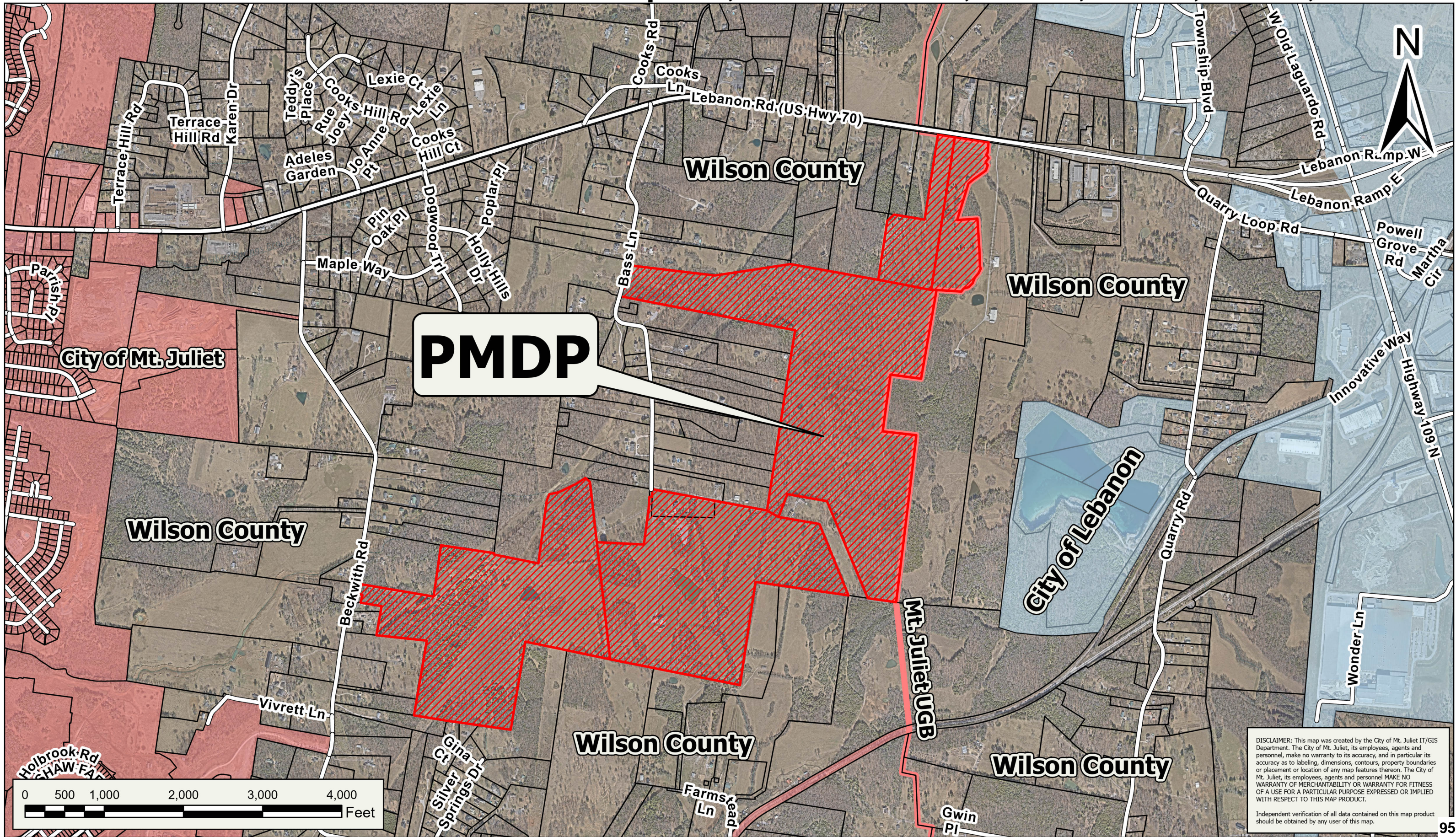
Said tract containing 191.70 acres or 8,350,118 sq.ft. more or less by a survey performed by Keith & Associates Land Surveying Inc., dated July 15, 2022.



Exhibit B- PMDP

Mira Bella

Map 055, Parcels 070.02, 070.03, 092.00, 092.04, & 102.00



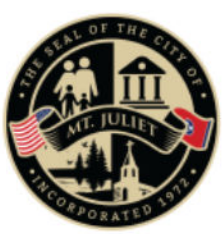
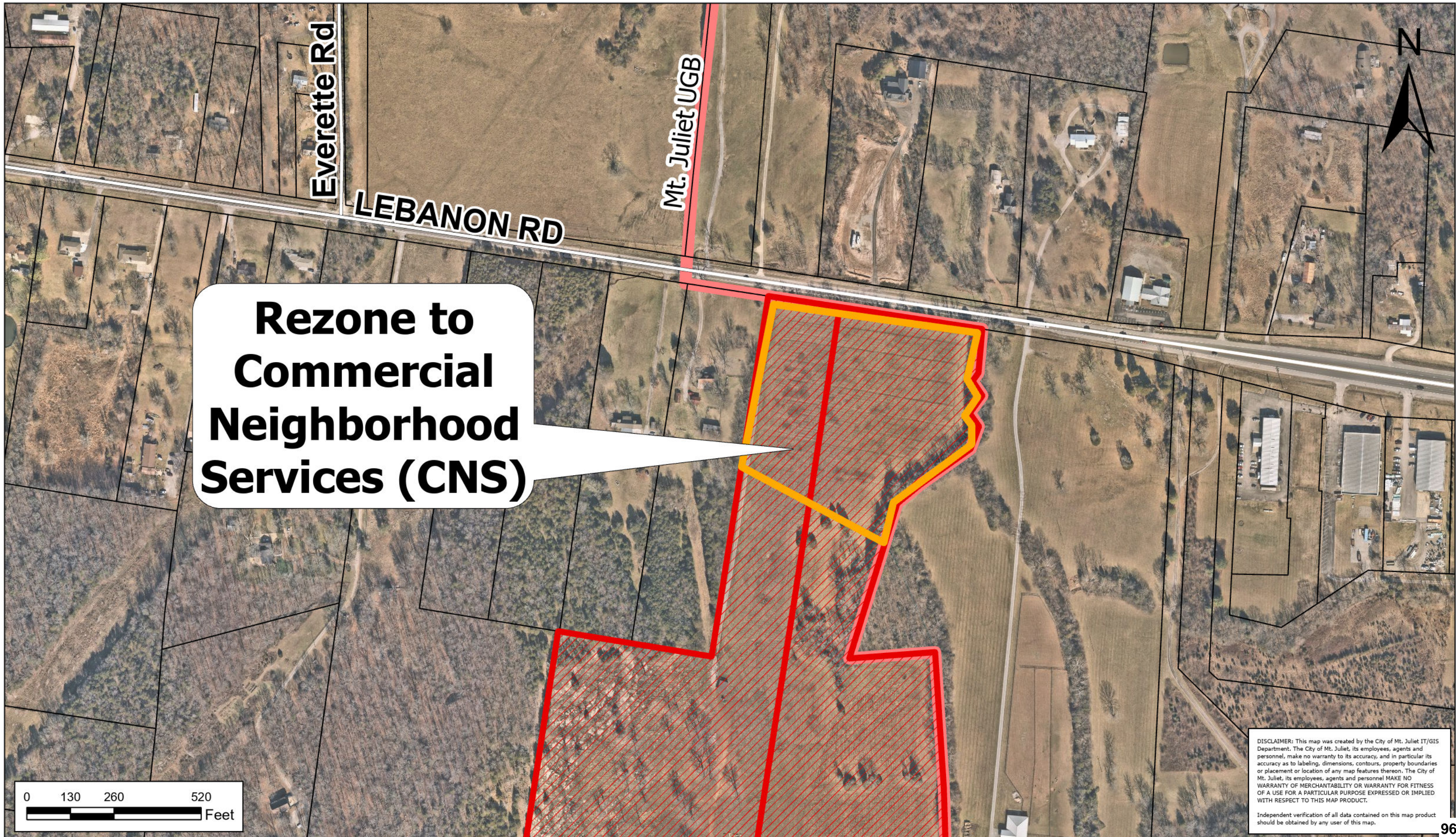


Exhibit C - Rezone

Mira Bella

Map 055, p/o Parcels 070.02 & 070.03



After Recording, Return To:
Will Stout
Winstead, PC
1221 Broadway, Suite 2030
Nashville, Tennessee

Licensing and Indemnity Agreement
(Public Sewer Improvements)

State of Tennessee

County of Wilson

This Temporary License Agreement (this “Agreement”) is made to be effective as of _____, 2025, between Mira Bella LLC, a Tennessee limited liability company (“Licensee”) and the City of Mt. Juliet, a Tennessee municipal government (the “City”), with reference to the following facts:

- A. Licensee and the City have executed a certain Sewer Availability Letter (the “SAL”), under which Licensee is developing portions of property (the “Development Property”) along Beckwith Road that is inside the City’s Urban Growth Boundary.
- B. In connection with the SAL, Licensee must build sanitary sewer (the “Construction”) from Curd Road to Beckwith Road a portion of which will be within a public easement owned by the City (the “Subject Easement”) as described in the attached plats (“Easement Plats”) as shown in Exhibit A.
- C. To build or install the Construction, the City intends to grant Licensee a license to do so as described in the construction plans (the “Plans”) as shown in Exhibit B and as amended throughout the construction and development plan approval process.
- D. After completion, the Construction will be dedicated to the City, which will enable to the City to provide sanitary sewer services within its Urban Growth Boundary as required by Tenn. Code Ann. § 6-58-101 *et. seq.*

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

- 1. Grant of License. The City grants Licensee a license to build the Construction in the Subject Easement for the benefit of the public, economic development, and the Development Property, subject to approval of all required reviews, plans, permits, and any other processes necessary or required for the construction of said sanitary sewer system.

2. Purpose. The License granted hereby to use the Subject Easement is intended to include, without limitation, the installation, repair, maintenance and removal of improvements as reasonably contemplated by the SAL.
3. Successors and Assigns. This Agreement, until its termination or expiration, will automatically:
 - a. inure to the benefit of the City, its successors and/or assigns,
 - b. run with the land (i.e., burden the Subject Easement through any transfers of the Subject Easement and the property it encumbers), and
 - c. inure to the benefit of the Licensee and its successors and assigns, it being understood that Licensee may over time assign all of its rights and obligations under this Agreement to an entity that may undertake the Construction.
4. Construction and Maintenance Special Consideration. As special consideration for the City's grant of the License, the Licensee shall maintain the Construction and the area within the Subject Easement in good condition and repair, and including without limitation providing vegetation and trash management, silt and debris removal, maintaining operational functionality and structural integrity Construction. Licensee will restore the area of Construction to the same condition as before the Construction.
5. Term. This Agreement begins on the effective date hereof and continues thereafter for so long as the Licensee plans to undertake Construction in Subject Easement.
6. Limits on License. The existence of this Agreement is expressly subordinate to the present and future right of the City, its successor, assigns, lessees, and grantees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities on, beneath, or above the surface of the Subject Easement. If the City's uses of the Subject Easement that are consistent with the foregoing provision substantially interfere with or destroy the Licensee's use of the Construction, or any improvements placed thereon or therein, then the City or the Licensee will have the option to terminate the License as to such specific Construction, the City may remove the affected Construction at its cost and Licensee's maintenance and indemnity obligations as to the specific portion of the Subject Easement will terminate.
7. Conditions.
 - a. Repair or Relocate Existing Facilities. The Licensee must pay all costs required to repair damage to any existing improvements, which are damaged or destroyed or are relocated as a result of the activities under this Agreement by, or on behalf of, the Licensee.
 - b. Limited to Sewer Easement. This Agreement pertains solely to the sewer easement depicted in Exhibit A. The City shall have no obligation to acquire or

provide any temporary construction easements in connection with the Construction.

- c. Recording. The Licensee will file this Agreement in the Real Property Records of Wilson County to inform all future owners of the existence of the Agreement and the obligations hereunder. The Licensee must file any assignments and assumption of its rights in the Real Property Records of Wilson City.
 - d. Not Deemed as Project Approval. Execution of this Agreement shall not be deemed or construed as approval of any other required plans (including, without limitation, preliminary master development plan, final master development plan, preliminary plat, final plat, or site plans), permits, or applications required by the City in connection with the Development Property.
 - e. Notice Prior to Construction. Licensee shall provide written notice no less than three (3) business days prior to commencement of any Construction activities. Such notice shall include the anticipated start date of the Construction. In addition to any other notice requirements set forth in this Agreement, a copy of said notice shall also be delivered to the City's Director of Utilities at tforkum@mtjuliet-tn.gov.
8. Indemnification and Defense. The Licensee agrees to defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) of any character arising out of or resulting from any third-party claims related to the Construction or use of the Subject Easement. The Indemnifying Party's obligations under this section shall survive termination of this Agreement.

In addition, Licensee shall require that any contractor of Licensee that performs any work in connection with the Construction, including installation, maintenance, or operation of the sewer improvements, shall indemnify and hold harmless the City and its officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) of any character arising from the contractor's acts or omissions related to the Construction.

9. Insurance.
- a. Certificates of Insurance. The Licensee shall provide certificates of insurance acceptable to the City evidencing compliance with the requirements in this section at the following times: (1) prior to commencement of the work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the City's written request.
 - b. Additional Insured. The certificates shall name the City as an additional insured on the Licensee's commercial general liability and excess or umbrella policy or

policies for claims arising out of the Developer's, contractor's, and/or subcontractor's operations or made by the Developer's, contractor's, and/or subcontractor's employees, agents, guests, customers, invitees, or subcontractors. The Developer's general liability insurance and additional insured coverage shall be primary and non-contributory to any of the City's general liability insurance policies.

- c. Contractors and Subcontractors. Licensee shall be required to verify that all contractors and subcontractors maintain general liability insurance, workers' compensation insurance, and automobile liability insurance.
 - d. No Waiver of Subrogation. The City does not waive any rights of recovery against the Licensee, contractors, or subcontractors for any damages.
 - e. Workers' Compensation. Licensee shall comply with all applicable workers' compensation laws and other employee benefit laws and furnish to the City certificates indicating the name of the insurance companies, upon request.
 - f. Required Insurance Coverage. Licensee shall purchase and maintain general liability insurance from an insurance company lawfully authorized in the jurisdiction where the project is located. Licensee shall maintain the required insurance for the duration of the project. The coverage shall have minimum policy limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
 - g. Notice. The policy shall require a minimum of thirty (30) days written notice to the City prior to cancellation or changes.
10. Venue. Venue for any legal or other disputes arising under the terms of this Agreement shall lie exclusively in the courts of Wilson County, Tennessee.
 11. Waiver of Default. Either Party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.
 12. Assignment. Notwithstanding anything in the contrary contained herein, Licensee cannot assign or transfer its rights herein, except as provided herein. Any assignment may be a partial assignment or a full and complete assignment of Licensee's rights and responsibilities hereunder. Except in the case of a financial institution, the License shall not be transferred, conveyed, or assigned to another party without prior written approval from the City, which shall not be unreasonably withheld.
 13. Termination. The City may terminate this License as provided herein or upon the expiration of Licensee's vested rights with respect to the Development Property or upon completion of the Construction, whichever occurs first.

14. Notice. Formal notices, demands and communications will be sufficiently given if, and will not be deemed given unless, delivered personally, dispatched by certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized express delivery or overnight courier service, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

If to the City:

City of Mt. Juliet
Attn: Kenny Martin, City Manager
2425 N. Mt. Juliet Rd.
Mt. Juliet, TN 37122
kmartin@mtjuliet-tn.gov

With copy to:

City of Mt. Juliet
Attn: Samantha Burnett, City Attorney
2425 N. Mt. Juliet Rd.
Mt. Juliet, TN 37122
sburnett@mtjuliet-tn.gov

If to Licensee:

Emily Lamb
1221 Broadway, Suite 2030
Nashville, TN 37203
elamb@winstead.com

Such written notices, demands, and communications will be effective on the date shown on the delivery record as the date delivered (or the date on which delivery was refused) or in the case of certified mail two (2) business days following deposit of such instrument in the United States Mail. A courtesy email shall also be sent with the notice. But such courtesy email shall not constitute notice.

15. Compliance with Laws. The Licensee covenants that all construction, installation, repair, maintenance, and removal of the Construction permitted by this Agreement must be done in compliance with all applicable City, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.
16. Interpretation. Although drafted by the Licensee, this Agreement must, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.
17. Governing Law. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Tennessee.

18. No Fee Conveyance. This Agreement will not be deemed to convey any fee title in or to any property or tracts of land, but merely to grant the licenses, rights and privileges set for herein.
19. Counterparts. This Agreement may be executed in several counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument.
20. No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon straight compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof.
21. Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and for all purposes will be deemed to be, a single integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties with respect to the subject matter hereof. If any term or provisions of this Agreement or the application thereof to any person or circumstance for any reason and to any extent is held to be invalid or unenforceable, then such term or provision will be ignored, and to the maximum extent possible, this Agreement will continue in full force and effect, but without giving effect to such term or provision.
22. Limitation of Liability. No affiliate of Licensee and no officer, director, partner, member, official or employee of Licensee shall be personally liable to the City in the event of any default or breach by Licensee, or for any amount which may become due to the City, or on any obligations under the terms of this Agreement.

[END OF TEXT – SIGNATURE AND NOTARY BLOCKS ON FOLLOWING PAGES]

[SIGNATURE PAGE FOR "LICENSING AND INDEMNITY AGREEMENT (PUBLIC SEWER IMPROVEMENTS) BETWEEN MIRA BELLA, LLC AND THE CITY OF MT. JULIET]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LICENSEE: MIRA BELLA, LLC

Kyle Allen, _____

CITY

James Maness, Mayor

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



MEMORANDUM

Date: March 20, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Mira Bella Subdivision
PMDP PUD/REZONE
Map - 55
Parcel(s) – 70.02, 70.03, 92.00, 92.04, and 102.00

Request: Submitted by M2 Group, LLC, on behalf of their clients, the applicant requests an rezone and preliminary master development plan approval for a development on Lebanon Road to include both commercial (52,725 sf) and 434 residential units. The annexation received a negative recommendation and the Land Use Amendment a positive recommendation at the Planning Commission Meeting in February 2025.

Overview: This development site includes 398.73 acres on the south side of Lebanon Road, east of Beckwith Road and Bass Lane. The property is in Wilson County but within the City’s urban growth boundary. The current zoning is Wilson County R-1, for all five (5) parcels submitted. The applicant has requested to rezone to RS-40 and CNS, to develop a mixed-use community with commercial parcels along Lebanon Road and residential behind. The City’s land use plan identifies the area as low density residential. A summary of the request is provided below:

REQUEST SUMMARY	Current Zoning	Requested Zoning
M2/Mira Bella	Wilson County R-1	RS-40 and CNS

Zoning: The zoning is R-1 in Wilson County, surrounded by this same zoning as well. The applicant is seeking CNS zoning along Lebanon Road and RS-40 zoning for the remaining residential area with a PUD overlay.

Urban Growth Boundary: The subject property is in the City’s urban growth boundary.

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
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:

Overview: This PUD is located on the south side of Lebanon Road, east of Beckwith Road and Bass Lane. The entrances to the subdivision are shown on Lebanon Road and Beckwith Road. The Lebanon Road frontage will be zoned commercial and include over 50,000sf of commercial space on CNS zoning. Three types of residential product are proposed as are extensive amenities. The pmdp does not include enough detail of the commercial component. Six phases are proposed, five residential and the sixth being the commercial area. A development timeline is not included.

5-102 & 6-102 Residential & Commercial Bulk Standards: The total area of the PUD is 398.73 acres. The proposed open space (programmed) is 28.61 acres or 39% and open space for preservation is 136.24 acres. The PUD includes 434 single family lots and around 50,000sf of commercial uses. Overall density is 1.09 units/acre, under the maximum of 1.1 units per acre for residential PUDs. Minimum lot area is at least 10,000sf (10,000sf min. required) for each unit type. Average lot size is in excess of the minimum (15,000sf) for each product except Type 1 (13,207sf, a waiver is requested). The average lot size for the whole development is 19,427sf. Waivers requested from the requirements of the residential bulk standards include:

Setbacks:

- Front – 20’ requested (all lots), 50’ required
- Side - 7.5’ requested (Type 1 & 2 lots), 25’ required
- Side - 10’ requested (Type 3 lots), 25’ required
- Rear – 20’ requested (all lots), 40’ required

Minimum lot width @ building line – 50’ (Type 1 lot), 65’ (Type 2 lot), 90’ (Type 3 lot), 125’ required.

Lot coverage - 50% (Type 1 lot), 40% (Type 2 lot), 35% (Type 3 lot), 15% required.

Average lot size (13,207sf) less than 15,000 sf for Type 1 lots (297 lots).

Bulk regulation waivers are not requested for the commercial component of this development and it shall comply with all applicable regulations at site plan submittal.

Vehicular & Pedestrian Access: The subdivision will be served via two access points, with the main one being on Lebanon Road, and the secondary access point on Beckwith Road. Sidewalks shall be installed on both sides of all internal streets and along any external frontage per the City’s subdivision regulations, excepting any waivers granted via this PUD approval.

Amenities: Approximately 41% /163.85 acres of the PUD is green/open space. The applicant has provided extensive amenity areas that include multiple buildings, playgrounds, parks, with trails/greenways.

Article 10 Landscaping: Buffers are not required along much of the perimeter due to residential zoning adjacent. There will be a Type D-4 buffer yard required between the commercial area on the northern end of the development and the delineation area for the residential portion of the project. Landscape plans shall be required and reviewed for compliance at final master development plan/preliminary plat/site plan submittal. A note shall indicate that landscape buffers will be located in open space and maintained by the HOA. A conceptual tree and natural buffer preservation exhibit showing vegetation retention has been provided and will be requested to be included as part of the landscape plan review at a future date. Perimeter trees shall be preserved to the fullest extent possible.

5-104.1 Residential Design Regulations: As described below, the applicant is requesting a design waiver for 65% brick/stone with the remainder to be secondary materials in the form of stucco for 35% due to the architectural design of this Tuscan themed development. Vinyl will not be used in this project. Further review of residential zoning requirements will occur at FMDP and preliminary plat submittal at a future date.

6-103.7 Commercial Design Standards: The PUD includes 52,725sf of commercial space. The applicant is requesting a design waiver for the commercial portion as well to coincide with the residential design elements. This waiver request is for 65% brick/stone with the remainder to be secondary materials in the form of stucco for 35% due to the architectural design of this Tuscan themed development. Vinyl will not be used in this project. Further review of compliance with commercial regulations will be via FMDP and site plan review at a future date.

Other: The mail kiosk location is currently shown in the southwestern corner of the development at the Beckwith Road entrance. Due to the overall size of the development, staff is requesting the developer to work with the Postmaster to provide a second location for the residents and tenants in the northern portion of the development. These locations shall be required at FMDP, and shall be covered, lighted and provide adequate parking for mail retrieval.

All fencing shall be decorative, low maintenance material. Retaining walls shall be faced with brick, stone or constructed of versa-lok or similar segmental block products. Corner lots shall be treated as critical façade lots and shall include additional architectural features. Notes indicate that lighted fountains will be included in wet detention ponds, and all detention ponds will have enhanced landscape screening. Decorative lighting, including street lights will be carried throughout the development and will also be included at the entrances to the development. These will be maintained by the HOA.

Variances/Waivers: The following waivers are requested as part of the PMDP:

1. Bulk Standards RS-40 base zoning -
Front – 20’ requested (all lots), 50’ required
Side - 7.5’ requested (Type 1 & 2 lots), 25’ required

Side - 10' requested (Type 3 lots), 25' required

Rear – 20' requested (all lots), 40' required

Minimum Lot width – 50' (Type 1 lot), 65' (Type 2 lot), 90' (Type 3 lot), 125' required

Lot coverage -50% (Type 1 lot), 40% (Type 2 lot), 35% (Type 3 lot), 15% required

Average lot size less than 15,000 sf for Type 1 lots (297 lots), 10,000 sf min w/ minimum 15,000 sf avg required over all lot types combined. (13,207sf for Type 1 lots)

STAFF FINDS THIS REQUEST UNECESSARY DUE TO THE OVERALL AVERAGE FOR THE SUBDIVISION BEING GREATER THAN 15,000SF (19,427SF)

2. 5.104 Residential Design Regulations – A waiver is requested for 65% brick/stone with the remainder to be secondary materials in the form of stucco for 35% due to the architectural design of this Tuscan themed development. **STAFF SUPPORTS**
3. 6.104 Commercial Design Regulations - A waiver is requested for 65% brick/stone with the remainder to be secondary materials in the form of stucco for 35% due to the architectural design of this Tuscan themed development. **STAFF SUPPORTS**
4. Allow Front facing garages on both sides of the street with recessed garages for access lanes and streets.
5. Private streets with gated access at both entrances. **PW TO RECOMMEND**
6. Temporary gated emergency fire access from Bass Lane prior to constructing a second entrance. **OTHERS TO RECOMMEND**
7. Sidewalks on one side of road in locations without lots and sections of road that are single loaded. **STAFF DOES NOT SUPPORT**
8. (76) Lots with driveways onto collector roads. **PW TO RECOMMEND**
9. Design speeds -
 - Residential access streets – Reduce design speed to 25 mph for private streets.
 - Residential access lanes – Reduce design speed to 25 mph for private streets.
 - Residential collectors – Reduce design speed to 30 mph and remove bike lanes from typical section for private streets. **PW TO RECOMMEND**
10. Road slopes – maximum of 10% for collector roads and 12% for access streets and lanes. **PW TO RECOMMEND**
11. Road centerline radius –
 - Minimum centerline radius less than 333' for 30 mph – (7) curves
 - Minimum centerline radius less than 198' for 25 mph – (17) curves **PW WORKS TO RECOMMEND**
12. Cul-De-Sacs-
 - Exceed 700' length – (3) locations- Provide 24' wide asphalt pavement.
 - Exceed (14) lots – (4) locations – Provide 24' wide asphalt pavement. **PW TO RECOMMEND**

Summary: The request is for a 398.73 acre planned unit development with 52,725sf of commercial space and 434 single family residential units on the east side of town, south of Lebanon Road, east of Beckwith Road. This is a low-density subdivision that includes a vast number of amenities with a residential density of 1.09 units per acre. The average lot size is 19,427sf. The land use amendment was for the commercial component only, the remainder of the site already falls under a low-density land use designation.

The waivers listed above are subject to Planning Commission and Board of Commissioners approval. Further review will occur at final master development plan, preliminary plat and site plan submittal should this PUD and preliminary master development plan be approved.

Recommendation: Should the Planning Commission make a positive recommendation to the Board of Commissioners for the rezone and preliminary master development plan for Mira Bella, please include the following conditions:

Planning and Zoning:

1. Waivers are subject to the Planning Commission and Board of Commissioners' approval.
2. All requirements, except any waivers granted, of 5.104.4 shall be adhered to.
3. All requirements, except any waivers granted, of 6.103.7 shall be adhered to.
4. All requirements of the City's subdivision regulations shall be adhered to, excepting any waivers granted.
5. Brick shall be clay, baked and individually laid.
6. Stone shall be individually laid.
7. Identify all critical façade lots at final master development plan submittal.
8. A complete landscape plan will be required at final master development plan submittal.
9. Provide formalized elevations to include all materials and percentages at final master development plan submittal.
10. Provide a summary of all residential unit types, with details about the differences in each type at final master development plan submittal.
11. Preserve as many trees as possible, especially around perimeter. Provide a tree preservation plan with final master development plan submittal. Existing trees can be utilized for perimeter buffer, should they meet the code as such.
12. Landscape buffers shall be in open space, not on individual lots, and shall be maintained by the HOA in perpetuity.
13. All detention/retention ponds shall be screened with vegetation. Wet ponds shall include lighted aeration.
14. Provide decorative treatment for the main roads, i.e., split rail fencing, extra landscaping, street lighting.
15. Screen residential HVAC condenser units with landscaping and specify their location on the final master development plan submittal.
16. Commercial HVAC and utility equipment shall be screened entirely from horizontal view via a parapet wall.
17. Provide decorative street lighting throughout including at both entrances. Also provide street light typical at FMDP. Maintenance and fees shall be the responsibility of the HOA.
18. Ensure light bleed from the amenity areas and external activities do not negatively impact the residential lots nearby. Provide full photometric plan at final master development plan submittal.
19. All building mounted exterior lighting fixtures shall be decorative. Wall packs are not permitted.
20. Signage shall be reviewed via separate application to the Planning Department.
21. Provide the square footage of commercial development proposed for the area along Lebanon Road.
22. Vinyl shall not be permitted as a façade material.

23. Metal shall not be permitted as a façade material.
24. A trash receptacle and bike rack, per zoning regulations, will be required at each commercial building and at all amenity areas.

Public Works:

1. Staff supports request to disturb slopes exceeding 20% in a cut condition only. No fill shall be allowed within these slope conditions.
2. Existing steep slopes (>20%) shall not be permitted within a building envelope, per the Land Development Code.
3. All sewer shall be public and contained within a 20' easement.
4. If wet ponds are used, aeration shall be provided.
5. No onsite grinder systems or step systems will be allowed for this development.
6. 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.
7. Landscaping plans shall be approved prior to construction plans approval.
8. A letter of approval from West Wilson Utility District will be needed prior to construction plan approval is issued.
9. Proof of easements for offsite sewer shall be **obtained and submitted** to the Engineering Department **prior** to PMDP/PUD approval by the BOC.
10. TVA approval shall be submitted prior to PMDP/PUD approval by the BOC.
11. All proposed sewer pump stations shall be public and built to City specifications.
12. All pedestrian facilities identified as "Multi-use Path" in the plans shall be at least 10' wide. A minimum width of 8' is permissible only in areas with geometric constraints.
13. All facilities will be ADA and PROWAG compliant.
14. All roads and driveways shall comply with TDOT's Highway Systems Access Manual.
15. Adequate sight distance shall be provided at all intersections. Sight distance profiles will be provided at FMDP. Landscaping shall not be provided within the sight triangles.
16. Sidewalks abutting parking shall be at least 7' wide.
17. The connection of the proposed collector road to Lebanon Road shall be required prior to the 99th CO in Phase 3 (The first phase east of the Bass Lane emergency exit).
18. Roundabouts shall be installed along the collector to provide traffic calming. Coordinate with staff on locations at FMDP.
19. Enhanced pedestrian crossings are required within the loop road for safe access to the amenity center.
20. A cul-de-sac or other acceptable turnaround is required on the access lane that includes the emergency access to Bass Lane.
21. Roadway Variances:
 - a. Request to allow private and gated streets (Sub. Reg. 4-103.3): NOT SUPPORTED as the future transportation plan calls for collectors connecting Beckwith Road and Bass Lane on this parcel.
 - b. Request to exceed 99 units on a single access point for Phases 1 and 2 (Sub. Reg. 4-103.205 (d)): SUPPORTED as the development team is providing a second access point to Bass Lane that is gated for emergency vehicles only and additional access shall be provided in future phases.

- c. Request to reduce design speed of an access lane to 20 mph (Sub. Reg. 4-104.4): NOT SUPPORTED
 - d. Request to reduce design speed of an access street to 25 mph (Sub. Reg. 4-104.4): SUPPORTED
 - e. Request to reduce the design speed of a residential collector to 25 mph (Sub. Reg. 4-104.4): NOT SUPPORTED but would support 30 mph with traffic calming.
 - f. Request to omit bicycle lanes on a residential collector (Standard Drawing ST-108): NOT SUPPORTED
 - g. Request to exceed maximum slopes on a collector up to 10% total (Sub. Reg. 104-4): SUPPORTED ONLY ON SECTIONS WITH NO FRONTAGE. Regardless of the variance, all collectors may not exceed 3% within 50 feet of intersections.
 - h. Request to exceed slopes on an access street up to 12% total (Sub. Reg. 104-4): NOT SUPPORTED as 12% exceeds fire code. Regardless of the variance, all access lane and access streets may not exceed 5% within 50 feet of an intersection.
 - i. Request to allow front facing garages on an access street (Zoning Reg. 5-104.4 (10 b)): SUPPORTED on one side of the street only. The other side shall be side loaded.
 - j. Request to omit sidewalks in sections without frontage (Sub. Reg. 4-103.103): NOT SUPPORTED. Should this variance be granted, sidewalks must transition sides of the street at intersections.
 - k. Request to have lot frontages on residential collectors with ADT exceeding 2,000 vehicles per day (Sub. Reg. 4-104.303): NOT SUPPORTED.
 - l. Request to include horizontal roadway radius under AASHTO standard: SUPPORTED only by lowering the design speed with traffic calming and outside areas exceeding standards for slope.
22. Cul-de-sac variances:
- a. Request to exceed 700' length (Sub. Reg. 4-104.4): SUPPORTED with at least 24' wide pavement section.
 - b. Request to exceed 14 lots (Sub. Reg. 4-104.4): SUPPORTED with at least 24' wide pavement.
23. Cross access easement or stub roads will be required at the following locations unless variances are approved to allow private streets:
- a. The access street cul-de-sac adjacent to Lot 131 OR off the collector opposite Lot 163 to provide connection to the lot on Map 71 Parcel 4.08. This connection shall be classified as a collector per the future transportation plan.
 - b. The proposed access street cul-de-sac near lot 215 shall extend to the lot on Map 71 Parcel 5.00. This temporary cul-de-sac shall be up classified as an Access Street due to future anticipated traffic.
 - c. A stub road shall be located off the collector between lots 431 and 430 providing connection to the lot on Map 55 Parcel 68.04.
 - d. A stub road shall be located on the access road, between lots 317 and 318 to provide access to the lots on Map 55 Parcels 75.01 and 70.01.
 - e. Stub roads shall only be provided if the internal streets are public. Stub roads shall not be provided from private roads. Stub roads are required to be collector streets per Subdivision regulation 4-104.405.
24. Provide access to the residence on parcel located at Map 55 Parcel 61.01. Documentation shall be provided to the City prior to the construction plan review proving access to Bass Lane does not need to be maintained.

25. The loop road around the amenity center is required to meet horizontal curve radius guidelines provided by AASHTO. Traffic calming may be provided to adjust design speeds.
26. Parking shall not be permitted along the collector street, including adjacent to the retail component.
27. Sidewalks are required along the collector road through the retail portion of the development.
28. Lebanon Road and Beckwith Road:
 - a. A signal warrant analysis indicated that a traffic signal will be warranted at this intersection, however this intersection is outside the City limits.
 - b. The Wilson County Road Commission has indicated that they would support maintaining a signal at this intersection.
 - c. The design of this signal shall comply with any TDOT and Wilson County Road Commission standards.
29. Lebanon Road and New Collector Road:
 - a. An eastbound right-turn lane shall be constructed when this connection is made. This turn lane will be designed to TDOT standard and requires TDOT approval.
 - b. A westbound left-turn lane shall be constructed when this connection is made. This turn lane will be designed to TDOT standard and requires TDOT approval.
 - c. Street lighting shall be provided.
 - d. Signal warrant analysis indicates an additional signal is warranted at this intersection. However, this would require poles being placed outside the Urban Growth Boundary.
30. Additional road improvements may be required by the Wilson County Road Commission or TDOT based on jurisdiction.
31. Sidewalks shall be constructed along the project frontages at Beckwith Road and Lebanon Road. The sidewalks shall be outside the public right-of-way and be the responsibility of the HOA. Sidewalks shall be at least 6' wide.

Mt. Juliet Fire Department:

1. No Comments Received.

West Wilson Utility District:

1. The proposed water lines shown are not WWUD's design.
2. Sidewalks are mentioned in the comments for Highway 70 and Beckwith Road. The existing water line shall not be under the proposed sidewalks.

Wilson County Schools:

1. No Comments Received.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1265
11.A.

Agenda Date: 9/22/2025

Agenda #:

Title:

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

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into this ___ day of _____, 2025 by and between the City of Mt. Juliet, a political subdivision of the State of Tennessee ("the City") and the Mt. Juliet-West Wilson County Senior Citizens Service Center d/b/a Mt. Juliet Senior Activity Center, a Section 501(c)(3) organization ("Lessee").

WHEREAS, the City owns a facility located at 1019 Charlie Daniels Parkway, Mt. Juliet, TN 37122 ("Premises"); and

WHEREAS, the City of Mt. Juliet Police Department is currently located at the premises, but will relocate upon completion of the new Police Headquarters; and

WHEREAS, Lessee is a Section 501(c)(3) organization with a record of providing services and programming to seniors at their facility; and

WHEREAS, it is in the City's and public's interest for Lessee to be allowed to use the facility located at the Premises to continue to provide services for seniors in the facility.

NOW THEREFORE, in consideration of the promises and commitments made herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **PREMISES.** The City hereby leases to Lessee, upon the following terms and conditions, a portion of the building/facility located at 1019 Charlie Daniels Parkway, Mt. Juliet, TN 37122, hereinafter the "Premises."
2. **TERM.** The term of this Lease shall be twenty-five (25) years, and shall begin on the ___ day of _____, 2025, and end on the ___ day of _____ 2050. The Parties may agree to extend the Agreement term in accordance with Section 6 of this Agreement.
3. **RENT.** The Lessee shall pay to the City a total annual rent of One Dollar (\$1.00).
4. **DELAYED POSSESSION AND USE.** Notwithstanding any other provision of this Lease, Lessee acknowledges and agrees that possession and use of the Premises shall not be granted or commence until the City has provided written authorization permitting such possession and use. Lessee further acknowledges that such authorization will not be issued until the Mt. Juliet Police Department has fully vacated the Premises, which shall occur only upon completion and occupancy of the new police headquarters. The City shall have no obligation to deliver possession, and Lessee shall have no right to occupy, use, or access the Premises, until said written authorization has been issued by the City. Any delay in the commencement of the Term due to the City's failure to grant such authorization shall not constitute a default by the City, nor shall it give rise to any claim for damages by Lessee.
5. **USE.** For the specific use and benefit of the City and its citizens, and in particular, senior citizens, the City agrees to allow the Lessee to use a portion of the facility as set forth below. Lessee shall use the Premises only for senior citizen purposes. No other uses, activities, or operations shall be conducted by the Lessee from the leased Premises without first obtaining the prior written consent of the City. In the event the leased space ceases to be used as a senior center, this Agreement shall terminate. The Lessee can host events with prior approval of the City, said approval not to be unreasonably withheld. Lessee shall keep the Premises open

and use the entire Premises regularly and in a businesslike and responsible manner during the entire term of this Lease, with the exception of temporary closures for such period as may be reasonably necessary for repairs or redecoration or for reasons beyond the Lessee's control.

The Premises shall be a shared use facility between Lessee and the City. Except as otherwise expressly set forth herein, any room or area within the Premises not specifically designated below shall be deemed shared space and shall be available for the mutual use and benefit of both parties. Areas designated for Lessee's use shall be under Lessee's exclusive possession and control; provided, however, that nothing herein shall preclude the City from having reasonable access to such areas as may be necessary for the performance of its rights and obligations or for public safety purposes. Areas designated for the City's use shall be under the exclusive possession and control of the City, and the Lessee shall not be entitled to access such areas. The respective assignments of rooms and areas are as follows (see Exhibit A – Floor Plan):

ROOM / AREA	DESIGNATION
EXISTING COVERED ENTRANCE 100	City / Lessee
RECEP 101	City / Lessee
CORR 102	Lessee
WRKRM 103	Lessee
EXERCISE 104	Lessee
ASSIST OFFICE 105	Lessee
DIRECTOR OFFICE 106	Lessee
EX. MECH 108	Lessee
GAME ROOM 109	Lessee
ACCT OFFICE 110	Lessee
EX. EQUIPMENT 111	Lessee
EX. MECH 112	Lessee
MUSIC ROOM 113	Lessee
CORR 114	Lessee
R/R 115	Lessee
FILE STORAGE 116	Lessee
COOR 117	Lessee
EX. IDF 118	Lessee
STOR. 119	Lessee
QUILTING / KNIT 120	Lessee
STORAGE 121	Lessee
KNIT STOR. 122	Lessee
CLST 123	Lessee
CORR 124	Lessee
CLST 125	Lessee
OFFICE 126	Lessee
LARGE ACTIVITY 127	Lessee
TABLE STORAGE 128	Lessee
BILLARDS 129	Lessee
ART 130	Lessee
CLST 131	Lessee

CLST 132	Lessee
TLT 133	Lessee
TLT 134	Lessee
MULTI PURPOSE 135	Lessee
STORAGE 136	Lessee
KITCHEN 137	Lessee
STOR 138	Lessee
DISHWASH 139	Lessee
DEL. 140	Lessee
LAUNDRY 141	Lessee
MEN 142	Lessee
WOMEN 143	Lessee
CLST 144	Lessee
JANITOR 145	
SIDE ENTRANCE 146	City / Lessee
CLST 147	
UPPER MEETING 148	City
MEETING ROOM 149	City
WOMEN 150	City / Lessee
MEN 141	City / Lessee
SIDE ENTRANCE 152	City / Lessee
CLST 153	Lessee
CLST 154	Lessee
SPRINKLER RM 155	

6. TERMINATION.

- A. DEFAULT. In the event of a default by the Lessee, the City may terminate this Agreement at any time for cause if Lessee commits a default in the performance under the lease, which includes, but is not limited to: failure to procure necessary insurance; making major modifications without the City's prior written approval; subletting the property without the City's prior written approval; failure to maintain and care for the Premises and everything within; failure to perform any term, covenant, or condition of this Agreement; failure to pay any charge, imposition, or any obligation of Lessee requiring the payment of money under the terms of this Agreement; abandonment for thirty (30) days of the Premises. In order to terminate the Agreement, City must first provide written notice of the default to the Lessee. Upon notification of said default, Lessee must cure the breach to the satisfaction of the City within ninety (90) days from receipt of written notice from the City, or the Agreement can be terminated by the City. In addition to termination, the City shall maintain all other rights and remedies provided by law or equity, to which the City may resort cumulatively or in the alternative.

In the event the City shall neglect or fail to perform or observe any of the provisions or conditions contained in this Agreement on its part to be performed or observed within thirty (30) days after written notice of default (or if more than thirty (30) days shall be required because of the nature of the default, if the City shall fail to proceed diligently to cure such default after written notice thereof),

then in that event the City shall be liable to Lessee for any and all damages sustained by Lessee as a result of the City's breach.

B. VOLUNTARY.

- i. BY LESSEE. If Lessee voluntarily terminates this Agreement, any and all improvements/renovations made to the Premises by Lessee shall become the sole property of the City. The City shall not bear any liability for the cost of such improvements/renovations.
- ii. BY CITY. Should the City's needs be such that it is in the best interest of the City to terminate this Agreement, City shall have the right to do so. If the City terminates this Agreement prior to the end of the initial Term, then the following provisions shall apply:
 - a. Notice. The City shall provide written notice to the Tenant of its intent to voluntarily terminate the lease, under this section, at least one hundred and eighty (180) days prior to the intended termination date.

- b. Cost Payback. The City agrees to reimburse the Lessee for renovation costs incurred by the Lessee, subject to the depreciation formula as set forth below. Depreciation shall be calculated by dividing the Lessee's total renovation costs by the initial term of this Agreement (25 years), and then multiplying that resulting annual depreciation amount by the number of full years remaining in the term as of the effective date of termination. For purposes of this calculation, only whole years shall be considered; partial years, including months and days, shall be excluded. Example:

If Lessee's renovation costs totaled \$1,000,000 and the Agreement was terminated in the year 2032, the calculation would be as follows:

$$1,000,000 / 25 = 40,000$$
$$40,000 \times 18 = 720,000$$

Total Payback Amount = \$720,000

- c. Calculation of Payback Amount. The payback amount shall be calculated based on the original renovation costs, as documented and agreed upon by both parties. The amount shall not include any renovation/construction costs paid for by the City.
- d. Documentation. The Lessee shall provide the City with all relevant documentation, including receipts, invoices, and proof of payment for renovation costs within thirty (30) days of the City's notice of intent to terminate.

- 7. LEASE EXTENSION. This Agreement may be renewed for one additional term of 25 years upon the mutual consent of both parties. Written notice of intent to renew must be given by the Lessee to the City at least ninety (90) days prior to the expiration date of this Agreement. The City, however, may refrain from approving the additional 25-year term if, at the time, a more advantageous use is realized by the City and it would be in the best interest of the public for safety, economic gain, and overall use of the property to change uses. If an agreement on renewal or on the terms of renewal cannot be reached prior to the termination date of this

lease, then this lease will terminate according to its terms. Any renewal of this lease may be in an addendum form at the option of the City.

8. **INSURANCE.** The City agrees to carry fire and extended coverage insurance on the facility in its own discretion. In the case of loss, the decision to repair, replace, or demolish rests solely with the City.

Lessee agrees to provide at its own expense continuing liability and property damage insurance in a form satisfactory to the City, with limits of at least One Million Dollars (\$1,000,000) each occurrence and Three Million Dollars (\$3,000,000) in the aggregate for both bodily injury and property damage. All such policies shall name the City as Additional Insured and shall contain a provision that the same may not be canceled or changed without giving the City at least thirty (30) days written notice prior to any such change or expiration or cancellation of any such policy. Lessee must provide a Certificate of Insurance to the City within 10 days of occupancy noting the City as Additional Insured. Lessee further agrees to obtain waivers from all participants, including any person using the Premises during hosted events, for any damages or liability incurred due to injury or occurrence at the Premises.

9. **INDEMNIFICATION.** Lessee agrees for itself, its successors and assigns, to defend, indemnify, and hold the City harmless, including its officers, managers, appointed and elected officials, employees, agents, and affiliates from and against all losses, costs, claims, damages, fines, penalties, expenses, including without limitation attorneys' fees, for any and all liabilities incurred as a result of, or arising out of, any act or omission with regard to the use of the Premises regardless of whether said claim or liability is the result of the acts of Lessee or third parties. This indemnity and hold harmless obligation of Lessee shall survive termination of this Agreement.

10. **SIGNS.** No sign, advertisement, notice, or other lettering will be exhibited, inscribed, painted, or affixed by Lessee on any part of the outside of the Premises without the prior written consent of City.

11. **REPAIRS AND MAINTENANCE.** Lessee shall keep and maintain the Premises in compliance with all legal requirements and all appurtenances in good order and repair, and shall allow no nuisance to exist or be maintained on the Premises. The following shall be kept in good working order and repair, normal wear and tear expected, by either the City or Lessee as follows:

ITEM/FACILITY/SYSTEM	RESPONSIBILITY OF
Heating System	City
Air Conditioning System	City
Electrical System/Fixtures	City
Plumbing System	City
Parking Area	City
Driveway	City
Exterior Walkways	City
Building Exteriors	City
Exterior Windows	City
Terrace/Patio	City
Smoke Detectors	City
Restrooms	City
Interior Hallways	City

Lobby	City
Trash Facilities	City
Landscaping	City
Roof	City
Security Alarm	City
Kitchen Appliances	Lessee

Lessee is responsible for and will pay for all costs of all repairs, maintenance, and upgrades to any item not mentioned above but existing on the Property. The City reserves the right to make any repairs, maintenance, and/or upgrades at the City's discretion. If the repairs, maintenance, and/or upgrades made by the City are necessitated by the Lessee's use of the Premises, Lessee shall reimburse the City for the costs incurred in repairing, maintaining, and/or upgrading the Premises.

Upon receipt of written notice from Lessee, the City shall, within a reasonable time period thereafter, repair all defects in those facilities and systems that are the responsibility of the City to maintain in good working order and repair. If Lessee does not promptly perform its maintenance and repair obligations as set forth above, the City may make such repairs and/or replacements and supply Lessee with an invoice for said repairs and/or replacements. Lessee shall promptly pay the costs of the same within thirty (30) days of receipt of invoice. Lessee waives any further notice of amount due for any repairs or replacement under this Agreement. The City shall not be liable to Lessee for any damage caused by any of the above referenced systems or facilities or by water coming through or around the roof or any door, flashing, skylight, vent, window, or the like in or about the Premises.

12. **SERVICES.** The services set forth below serving the Premises shall be provided at the expense of either the City or Lessee as follows:

SERVICE	RESPONSIBILITY OF
General cleaning/janitorial	City/Lessee
Trash Collection	City
Snow/Ice removal	City
Pest Control	City/Lessee
Restroom supplies	City/Lessee
Light bulbs	City

Lessee shall be responsible for the costs and provision of any service that the City has not expressly agreed to pay for in this Agreement. Lessee agrees to provide services not provided by the city that are necessary to keep the Premises in good order, condition, and repair, normal wear and tear expected. If Lessee does not provide such services, the City may then provide such services and supply Lessee with an invoice for said services. Lessee shall promptly pay the City the costs for such services within thirty (30) days of receipt of invoice. Lessee waives any further notice of amount due for any services under this Agreement.

13. **UTILITIES.** The utilities set forth below serving the Premises shall be paid for by either the City or Lessee as follows:

UTILITY	RESPONSIBILITY OF
Water	City

Electricity	City
Sewer	City
Gas	City

Lessee shall be responsible for the costs of any utility that the City has not expressly agreed to pay for in this Agreement. Lessee must provide proof of payment of final bills for all utilities or services termination slips. The City may, at the City's option, pay utilities and be reimbursed by Lessee on the first of the following month. The City shall not be liable for any interruptions or delays in the provisions of utility services.

14. NEW CONSTRUCTION / IMPROVEMENTS / RENOVATIONS / MODIFICATIONS

A. CONSTRUCTION OF IMPROVEMENTS / RENOVATIONS. Lessee agrees to perform and complete the improvements/renovations on the Premises as approved by the City, subject to events and delays due to causes beyond its reasonable control, and Lessee shall have the exclusive right to use the Land on the commencement date to construct and complete the improvements/renovations; provided, however, that the City shall have no responsibility or liability whatsoever for any loss or damage to any of the improvements, fixtures, equipment or any other materials installed or left on the Land during such construction.

Lessee covenants and agrees to construct and complete the improvements/renovations with all due diligence in a good and workmanlike manner, and in accordance with the working drawings and specifications approved by the City. The improvements/renovations shall be constructed in accordance with a project budget provided separately by Lessee to the City and by a general contractor approved by the City. In addition to the other insurance requirements set forth in this Agreement, from the commencement of construction until completion of the improvements/renovations, Lessee shall maintain or cause its contractors to maintain, general liability and other types of insurance satisfactory in form and content to the City and insuring the City and Lessee against all hazards normally insured against in the construction of projects similar to the improvements.

If the Lessee fails to commence construction for any reason other than delay caused by the City or its agents, within 36 months following the execution of this Agreement by all parties, then the City shall have the right to terminate this Agreement after proper written notice to Lessee. Notwithstanding, the timeframe shall be extended by any delay due to unforeseeable causes beyond Lessee's control and without Lessee's fault or negligence, including, but not limited to, acts of God, fires, floods, strikes, unusually severe weather conditions not reasonably anticipatable, and delays caused by the acts or omissions of Lessee's contractors, subcontractors, material or equipment suppliers, architects or engineers.

B. OTHER MAJOR MODIFICATIONS. Lessee must seek prior approval from the City before making any further major modifications or improvements to the Premises. "Major Modifications" include, but are not limited to, construction of improvements on the Premises; modifications to any existing structure; construction of a fence or any similar barrier; and, any other possible modification that serves to change the use of the land in a permanent way. Lessee will be responsible for and pay for all major modifications, unless otherwise agreed to by the City.

C. TITLE TO IMPROVEMENTS / RENOVATIONS. Unless otherwise stipulated, all improvements,

renovations, or alterations erected or made on the Premises shall, upon expiration of this Agreement, belong to the City without compensation to the Lessee.

- D. **NO LIENS ON FEES.** The City's interest in the Premises shall not be subjected to liens of any nature by reason of Lessee's construction, alteration, repair, restoration, replacement or reconstruction of any improvements on the Premises, or by reason of any other act or omission of Lessee (or of any person claiming by, through or under Lessee) including, but not limited to, mechanics' and materialmen's liens. All persons dealing with Lessee are hereby placed on notice that such persons shall not look to the City or to the City's credit or assets for payment or satisfaction of any obligations incurred in connection with the construction, alteration, repair, restoration, replacement or reconstruction thereof by or on behalf of Lessee. Lessee has no power, right, or authority to subject the City's interest in the Premises to any mechanic's or materialmen's lien or claim of lien.
12. **ASSIGNMENT OR SUBLEASE.** Lessee shall not assign or transfer this Lease or any interest therein, nor sublet the whole or any part of the Premises, nor grant an option for assignment, transfer or sublease for the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law, or by any process or proceeding of any court or otherwise.
13. **LAWS AND REGULATIONS.** In using the Premises, Lessee will comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction.
14. **SURRENDER OF THE PREMISES.** Upon expiration of this Agreement, Lessee shall quit and surrender the Premises to the City without delay, and in good order, condition and repair, ordinary wear and tear expected. Such surrender of the Premises shall be accomplished without the necessity for any payment by the City. Upon such event, title to any improvements shall automatically vest in the City without the execution of any further instrument; provided, however, Lessee agrees, upon either such event, to execute such appropriate documentation as may be reasonably requested by the City to transfer title to the improvements to the City.
15. **NO PARTNERSHIP OR JOINT VENTURE.** The relationship of the parties is not intended to be nor is it a partnership or joint venture. Neither party is liable to any third party for the acts or omissions of the other party, and nothing in this Agreement is intended to create a representative capacity by either party for the other.
16. **AMENDMENTS.** Except as otherwise provided herein, no modification or a mendment of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.
17. **WAIVER.** None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of any party or their agents or employees, and may be waived only by an instrument in writing signed by an authorized representative of the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any of the provisions or of the same provision on any other occasion.
18. **GOVERNING LAW / VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The parties agree that venue for any legal or other dispute arising under the terms of this Agreement shall lie exclusively in the courts of Wilson County, Tennessee or the United States District Court, for the Middle District of Tennessee.
19. **DISPUTE RESOLUTION.** Prior to either party initiating any legal action against the other party for any breach

or alleged breach of this Agreement, the parties agree that said dispute shall be submitted to non-binding mediation. The costs of such mediation shall be split equally between the City and Lessee.

20. **SEVERABILITY.** The provisions of this Agreement are severable and the invalidity of one or more provisions shall not be deemed to limit or otherwise affect the construction of any other provision.
21. **HEADINGS.** The descriptive headings of this Agreement have been inserted for convenience and shall not be deemed to limit or otherwise affect the construction of any provision of this Agreement.
22. **CONDITION PRECEDENT / BOARD APPROVAL.** This Agreement is contingent upon (1) Lessee obtaining Lessee's Board of Directors for the Mt. Juliet-West Wilson County Senior Citizens Service Center and (2) the City obtaining the City of Mt. Juliet Board of Commissioners approval of: (A) the terms and conditions of this Agreement; (B) the improvements/renovations as set forth in Exhibit A; and (C) the costs and expenses necessary to construct and complete the improvements/renovations. If any approval is not obtained, this Agreement shall automatically terminate and no costs, damages, or liabilities shall be assessed against or carried by either party in connection with such termination.
23. **PRIOR LEASE TERMINATED.** The Parties agree that the Land Lease Agreement, executed on February 14, 2019 and authorized by Resolution 23-2018 of the City of Mt. Juliet, concerning the portion of City owned property located on Clemmons Road is hereby terminated in its entirety. All rights, interests, and privileges granted to the Lessee under said Agreement are likewise terminated. No costs, damages, or liabilities shall be assessed against or carried by the City in connection with such termination.
24. **NOTICES.** Any notice, approval, demand or other communication required or desired to be given pursuant to this Lease shall be in writing and shall be personally served or in lieu of personal service, deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, as set forth below:

To City: *City of Mt. Juliet*
 Attention: City Manager
 2425 N. Mt. Juliet Road
 Mt. Juliet, TN 37122

To Lessee: *Mt. Juliet Senior Activity Center*
 Attention: Executive Director
 2034 N. Mt. Juliet Road
 Mt. Juliet, TN 37122

To Lessee after Renovation Completion Date:

Mt. Juliet Senior Activity Center
 Attention: Executive Director
 1019 Charlie Daniels Parkway
 Mt. Juliet, TN 37122

25. **ENTIRE AGREEMENT.** This Agreement together with all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein.

IN WITNESS WHEREOF, the parties have entered into the Agreement as of the date first set forth above.

LESSEE: Mt. Juliet West Wilson County Senior
d/b/a Mt. Juliet Senior Activity Center

BY: _____

PRINTED: _____

TITLE: _____

DATE: _____

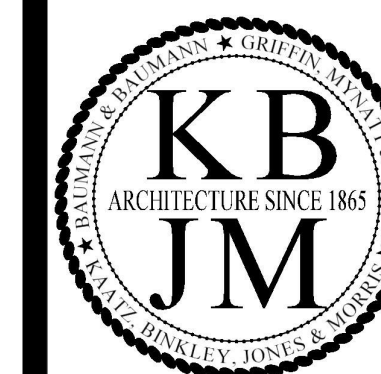
LESSOR: City of Mt. Juliet, Tennessee

BY: _____

PRINTED: _____

TITLE: _____

DATE: _____



REVISIONS

NO.	DESCRIPTION

Author
Checker
Approver

COPYRIGHT 2024
KAATZ, BINKLEY, JONES, & MORRIS
ARCHITECTS, INC.

NOTED FLOOR PLAN

Project Number
07/13/23

A-1.01



1 NOTED PLAN
1/8" = 1'-0"



2 (3D)



Mt. Juliet, Tennessee

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

Staff Report

File #: 1412
12.A.

Agenda Date: 9/22/2025

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)

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 #: 1414
12.B.

Agenda Date: 9/22/2025

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. Lockett, 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 #: 1416
12.C.

Agenda Date: 9/22/2025

Agenda #:

Title:

AN ORDINANCE TO AMEND THE FISCAL YEAR 25/26 BUDGET ORDINANCE 2025-35 TO INCREASE FUNDING FOR COMMUNITY GRANTS

ORDINANCE 2025-

AN ORDINANCE TO AMEND THE FISCAL YEAR 25/26 BUDGET ORDINANCE 2025-35 TO INCREASE FUNDING FOR COMMUNITY GRANTS

WHEREAS, the City of Mt. Juliet desires to contribute to the general welfare of the citizens of 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 City desires to increase the Community Grants budget to provide additional funding for Wilson United Soccer League, Inc, and

WHEREAS, the amount budgeted does not exceed the 4% limit of the prior year sales tax collections as outlined in Resolution 24-2001,

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

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

Increase the Community Grants budget by \$5,000
Decrease the Fund Balance by \$5,000

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

BE IT FURTHER ORDAINED:

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.

FIRST READING:
SECOND READING:

James Maness, Mayor

Kenneth D. Martin, City Manager

ATTEST:

Sheila Luckett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha Burnett, City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 1376
12.D.

Agenda Date: 9/22/2025

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
<i>new</i>	<i>Friends of MJ Bicycle & Pedestrian Advisory Committee</i>			<i>10,000.00</i>	1,000.00
<i>new</i>	<i>Homesafe of Sumner, Wilson, & Rutherford Counties</i>			<i>3,000.00</i>	1,000.00
<i>new</i>	<i>Mt. Juliet Police Foundation</i>			<i>6,000.00</i>	1,000.00
<i>new</i>	<i>Wilson United Soccer League Inc.</i>			<i>46,000.00</i>	
	Total	\$242,203.81	242,954.00	380,564.00	248,000.00
44300-254	RTA (Commuter 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 #: 1368
12.E.

Agenda Date: 9/22/2025

Agenda #:

Title:

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

RESOLUTION __-2025

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

WHEREAS, the City of Mt. Juliet seeks to improve multimodal connectivity and greenway trail systems within the City; and

WHEREAS, the City wishes to approve an easement agreement with RJ Corman Railroad Company and Nashville and Eastern Railroad Authority (NERA) for the rights to install, maintain, and allow public use of the greenway trail within the railroad right-of-way (ROW); and

WHEREAS, a nearby developer will be responsible for the costs associated with constructing the greenway trail within the railroad ROW from the Music City Star train station to Clemmons Road; and

WHEREAS, the parties wish to enter into an agreement for the greenway easement within the railroad ROW

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

Section 1. The Board of Commissioners approves the Easement Agreement with R.J. Corman and NERA.

Section 2. Mayor James Maness is hereby authorized to execute the said Easement Agreement with R.J. Corman and NERA.

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

RESOLUTION __-2025

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

Executive Summary

The project: The Lynwood Station Development is required to install a greenway trail within the railroad ROW from the Music City Star train station to Clemmons Road. First, the City of Mt. Juliet is required to establish an easement agreement with RJ Corman and NERA for the greenway.

Agreement: This is an easement agreement with RJ Corman Railroad Company and Nashville and Eastern Railroad Authority (NERA) for the rights to install, maintain, and allow public use of the greenway trail within the railroad right-of-way (ROW). The terms of the agreement are consistent with past agreements that the City established with the railroad for the Town Center Trail, Phase 2 project.

Funding: Per the agreement, the City will be responsible for a fee of \$5,302 for the easement rights. This fee amount is already accounted for in the FY 25-26 budget.

Official act: This resolution is to provide formal support of the easement agreement and to authorize the Mayor to sign the agreement.

Amendment and Restatement Agreement For Grant of Easement

For Conservation Greenway

NERR25039

This AGREEMENT made and entered into this the 11th day of August 2025, by and among the City of Mt. Juliet, Tennessee, (herein referred to as “Mt. Juliet”), property leaseholder R. J. Corman Railroad Company/Nashville & Eastern Railroad Line, (herein referred to as “Grantor”), and property owner Nashville & Eastern Rail Authority, (herein referred to as “Owner”).

Whereas, Mt. Juliet recognizes the increasing benefit of protecting open spaces within the Mt. Juliet Government area; and

Whereas, greenways provide the general public with recreational opportunities in natural areas, preserve, and protect native plant and animal species and their habitat, and provide low-impact transportation routes for pedestrian and bicycle traffic; and

Whereas, Mt. Juliet, by Ordinance No. 2006-33 renamed its Parks Board the “Parks and Greenways Board” and gave it the responsibilities of a Greenways Commission to assist Mt. Juliet in the development of a system of open space greenways; and

Whereas, Grantor is the leaseholder of certain real property owned by Owner in Wilson County, Tennessee, (herein referred to as “the Property”); and

Whereas, the Property possesses natural, open space, and recreational values (collectively, “conservation values”) of great importance to Grantor and the people of Mt. Juliet and Wilson County; and

Whereas, Grantor intends that the conservation values of the Property be preserved and made more accessible for public enjoyment by the anticipated incorporation and maintenance of the property as part of the Mt. Juliet greenways system; and

Whereas, Owner intends to convey to Mt. Juliet an easement interest to preserve and protect the conservation values of the Property for the term of the easement.

Whereas, Mt. Juliet has the authority to accept this easement pursuant to Tennessee Code Annotated, Section 66-9-305(d), and Tennessee Code Annotated, Section 6-19-101, which is part of the Mt. Juliet City Charter; and

Whereas Mt. Juliet agrees by accepting this easement to honor the intentions of Grantor stated herein, and to preserve and protect, for so long as this conveyance is in force, the conservation values of the Property for the benefit of the people of Tennessee and the public-at-large.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Owner hereby voluntarily grants and conveys to Mt. Juliet, its successors and assigns, an easement over the Property controlled by Grantor (herein referred to as “the Easement”) to be located as more particularly shown on Exhibit A.

1. Purpose and Term. Subject to the rights reserved by Owner and Grantor, it is the purpose of this grant to allow Mt. Juliet to utilize the Easement area, as more particularly described in Exhibit A, attached hereto, and incorporated herein by this reference, for one or more of the following: a pathway for pedestrian or bicycle travel, nature trail, and/or natural area. It is the

intention of the parties hereby expressed that the granting of the Easement will not significantly interfere with the Grantor's use of the Property. Grantor intends that Mt. Juliet will confine the use of the Property to such activities as are consistent with the purpose of the Easement. This Easement shall expire forty (40) years from the date of its execution by all parties.

2. Rights of Mt. Juliet. To accomplish the purpose of the Easement, the following rights are conveyed to Mt. Juliet by this grant:
 - A. To preserve and protect the conservation values of the Property; and
 - B. To construct and maintain a pathway to be located on the Easement, including, at the discretion of Mt. Juliet, necessary trailheads, signage, benches, and other improvements consistent with the recreational and educational uses of the pathway and other conservation values; and
 - C. To prevent any activity on or use of the Property by third parties that is inconsistent with the purpose of the Easement and to require the restoration of such areas or features of the Property that may be damaged by any third party's inconsistent activity or use.

3. Mt. Juliet Covenants. Mt. Juliet, by accepting this Easement, covenants and agrees, on behalf of itself, its successors, and assigns, that the following shall constitute real covenants that shall attach to and run with the Easement hereby granted and shall be binding upon anyone who may hereafter come into ownership of such Easement, whether by purchase, devise, descent, or succession, or to be authorized to use said Easement area:
 - A. It will make the Easement area available for use by all members of the general public without distinction or illegal discrimination on the grounds of race, color, national origin, handicap, or age.
 - B. It will adopt rules and regulations governing the use of the Easement area so as not to permit or suffer any use of the Easement by Grantor or others in violation of such rules and regulations. At a minimum, the rules and regulations will provide as follows:
 - i. That the hours of public access to the Easement shall be from sunrise to sunset.
 - ii. That all persons utilizing the Easement area must remain on the pathway.
 - iii. That all pets on the pathway must be on a leash at all times.
 - iv. That the following activities shall be strictly prohibited:
 - a. Consumption or possession of alcoholic beverages or illegal drugs;
 - b. Horseback riding;
 - c. Unauthorized motor vehicles, including all-terrain vehicles;
 - d. Collecting or distributing plants, animals, or other natural features;
 - e. Littering or dumping;
 - f. Playing of radios, musical instruments, or other devices in a manner that might disturb others;
 - g. Vending or other concessions without proper permits;
 - h. Advertising or posting of bills;

- i. Trespassing on adjacent property of Grantor;
- j. Any activity on or use of the Property inconsistent with the purpose of the Easement is prohibited. The aforementioned express prohibitions shall not limit the generality of this paragraph.

C. Mt. Juliet, at its sole cost and expense, shall relocate, or adjust its use of the Easement, as required by any physical change as made at any time in the Grantor's Property, by Grantor for Railroad purposes, or imposed by third parties and Mt. Juliet assumes all liability for any damages due to such relocation or adjustments.

4. Reserved Rights. Grantor reserves to itself, and to its personal representatives, successors, and assigns, all rights accruing from their lease of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property. Further, Grantor reserves the right to utilize the subject property for its own purposes, including, but not limited to, the right to install railroad track and appurtenances; to place along, across, and over the subject property facilities and structures, roads, electric and power lines, telecommunications lines, water lines, sewer lines, gas lines, petroleum lines, spur lines, and any all other utilities which may be desired; provided that, if Grantor uses the easement area for its own purposes in a manner that impairs or impedes the continued use of any of the Easement area as a Greenway Trail and, causes Mt. Juliet to relocate or close any portion of the trail, the Grantor shall either credit against any amount owed by Mt. Juliet or reimburse Mt. Juliet if all consideration has been paid in an amount that is equal to the ratio of the pro rata value that the closed or relocated easement area bears to the value of total easement area based on the Considerations described in Paragraph 8. Grantor shall have the right to repair or maintain its property and shall not be liable to Mt. Juliet for any use which may interfere with the granted Easement which is necessitated by the use, maintenance, or repair of Grantor's property; provided that, said maintenance or repair causes only temporary relocation or closure of the trail. Grantor also reserves all rights it may have to enforce the terms of this agreement, whether at law or in equity.
5. Mt. Juliet Remedies. If Mt. Juliet determines that Grantor is in violation of the terms of this Agreement or that a violation is threatened, Mt. Juliet shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of the Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Mt. Juliet or, under circumstances where the violation cannot be reasonably cured within a thirty (30) day period, fails to continue diligently to cure such violation until finally cured, Mt. Juliet may bring an action in a court of competent jurisdiction to enforce the terms of this Agreement to enjoin the violation by temporary or permanent injunction.
6. Mt. Juliet Discretion. Enforcement of the terms of this Agreement shall be at the discretion of Mt. Juliet, and any forbearance by Mt. Juliet to exercise its rights under this Agreement in the event of any breach of any terms of this Agreement by Grantor shall not be deemed or construed to be a waiver by Mt. Juliet of such term, or of any subsequent breach of the same, or any other term of this Agreement, or of any of Mt. Juliet's rights under this Agreement. No delay or omission by Mt. Juliet's in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

7. Fencing and Costs. In undertaking the Greenway/Walking Path Project, Mt. Juliet shall:
 - A. Erect and maintain a positive barrier. Where feasible, said barrier shall be located at least twenty (20) feet from the outside edge of the ties of the Grantors' trackage, or less if pre-approved by the Grantor.
 - B. Retain existing mature trees, to the extent possible, on the demised premises.
 - C. Erect appropriate signage at crossings, and other appropriate locations, to alert the public of safety related issues, and prohibiting trespassing on Grantor's property, outside of the demised easement area.
 - D. Where possible, restrict the location of the Project to the outermost ten (10) feet of Grantor's rail right of way.
 - E. Assumes all responsibility associated with public relations and processing citizen complaints.

8. Consideration. Mt. Juliet shall pay Grantor the sum of Five Thousand Three Hundred and Two Dollars (\$5,302.00) as consideration for this easement to be paid upon the execution of this Agreement.

9. Maintenance and Improvements. Any improvements made upon the demised premises, including, but not limited to, the positive barrier referenced in Paragraph 7 must first be approved by the Grantor. Mt. Juliet shall construct and/or maintain all improvements upon said premises, in a good, substantial, and workmanlike manner, and shall comply with any and all applicable building or construction codes. Mt. Juliet shall provide Grantor with plans and specifications for any new structures, items, or construction (including the positive barrier noted above), which are to be placed on the demised premises, prior to beginning of construction. Mt. Juliet further agrees to keep said demised premises in good condition (properly mowed where applicable) during the term of this lease. In addition, Mt. Juliet shall provide "aesthetic" maintenance, including mowing, brush cutting, etc., within that portion of the Grantor's right of way which is more than twenty-five feet from the Railroad track's center line, from Mt. Juliet Commuter Rail Station west to the Davidson County line, and shall handle all complaints relating thereto. Any outside contractors working upon the demised premises shall maintain Railroad Protective Insurance, with the Grantor named as additional insured.

10. Insurance. Mt. Juliet is covered by Tennessee Municipal League. A copy of the policy in effect shall be provided to Grantor. The liability policy shall name the Nashville and Eastern Railroad Authority and R. J. Corman Railroad Company/Nashville & Eastern Railroad Line as additional insureds. Notwithstanding any other provisions herein contained, it is further understood that the leased land is in close proximity to Grantor's trackage, and so involves the possibility of hazard to persons and property on the Easement area resulting from Grantor's operations. Any Contractor doing work within the easement area shall have such work approved by the Grantor before such work begins, shall comply with Railroad rules and regulations, and also have a standard policy of Railroad Protective Insurance which protects the Grantor from any and all liability that may arise from Contractor's work on the premises.

11. Acts Beyond Grantor's Control. Nothing contained in this Agreement shall be construed to entitle Mt. Juliet to bring any action against Grantor for any injury to or change in the Property

resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any action taken by Grantor to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Further, Grantor shall have no liability to Mt. Juliet for or responsibility to repair damage to the Easement area resulting from Grantor's unintentional and non-negligent acts.

12. Amendment. If circumstances arise under which an amendment to or modification of this Agreement is appropriate, the Grantor, or the then current leaseholder or the Property, and Mt. Juliet are free to jointly amend this Agreement; provided that any amendment agreed to shall be in writing, and signed by all interested parties; shall be consistent with the purpose of the Easement; shall not affect its duration; (and shall have the consent of the Mt. Juliet City Commission).
13. Assignment. Further, this Easement is not transferable or assignable without the Grantor's written consent, which shall not be unreasonably withheld.
14. Subsequent Transfers. Grantor agrees to incorporate the terms of this Agreement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Mt. Juliet of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of the Easement or limit its enforceability in any way.
15. General Provisions.
 - A. Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Tennessee.
 - B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall liberally construed in favor of the grant to affect the purpose of the Easement and the policy and purpose of Tenn. Code Ann 66-9-301 to 309. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of the Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
 - C. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions in this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
 - D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Paragraph 12.

16. Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns.

TO HAVE AND TO HOLD said Easement unto Mt. Juliet, its successors, and assigns, for the prescribed term.

IN WITNESS WHEREOF, we have caused this instrument to be executed as of this _____ day of July 2025.

GRANTOR:

R. J. Corman Railroad Company/Nashville &
Eastern Railroad Line

By: _____

Printed Name: _____

Title: _____

ACCEPTED:

City of Mt. Juliet

By: _____

Printed Name: _____

Title: _____

OWNER:

Nashville & Eastern Railroad Authority

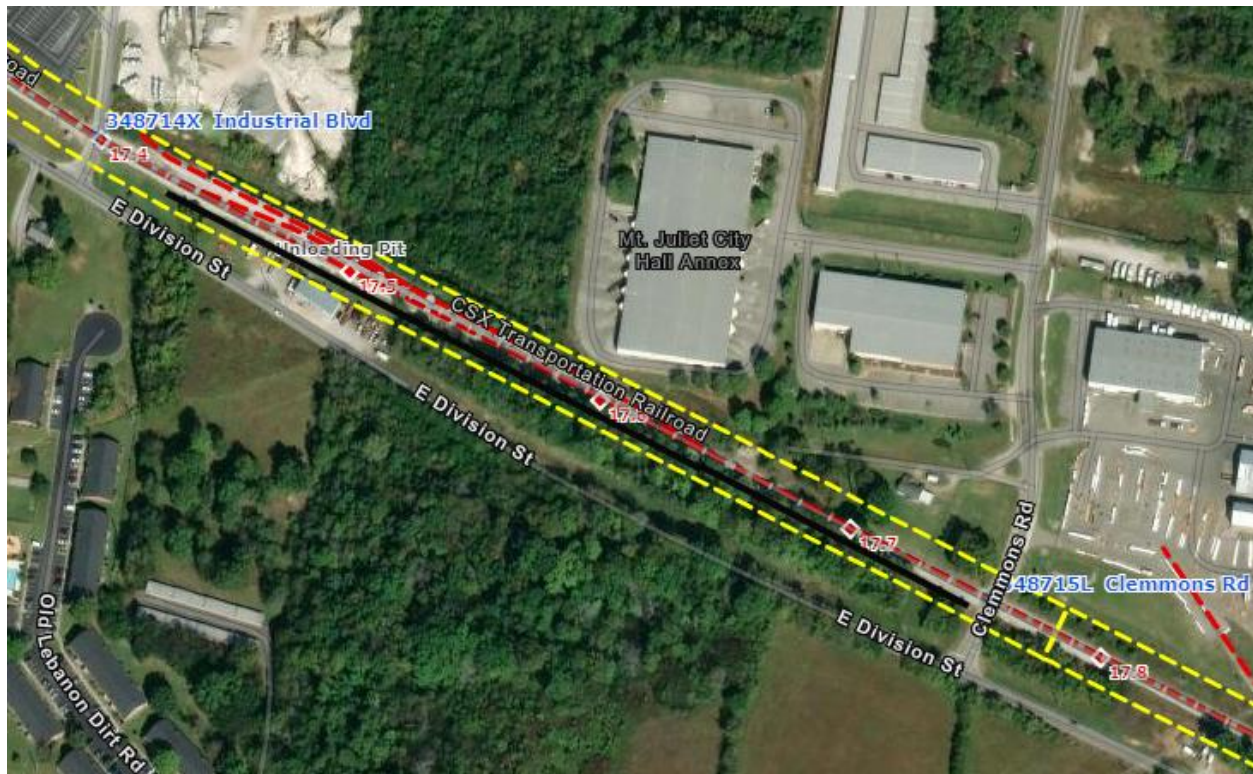
By: _____

Printed Name: _____

Title: _____

EXHIBIT A

The unused portion of Railroad right of way from Railroad Mile Post 17.4 to Railroad Mile Post 17.75, a total of 1,205 feet in Mt. Juliet, TN and running parallel with the Railroad's trackage a minimum of 32 ½ feet from the outside edge of the ties of the Railroad's trackage, or less, if pre-approved by the Railroad.





Mt. Juliet, Tennessee

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

Staff Report

File #: 1413
12.F.

Agenda Date: 9/22/2025

Agenda #:

Title:

A RESOLUTION TO HONOR THE LIFE AND LEGACY OF CHARLES JAMES "CHARLIE" KIRK

RESOLUTION -2025

A RESOLUTION TO HONOR THE LIFE AND LEGACY OF CHARLES JAMES “CHARLIE” KIRK

WHEREAS, it is with profound sorrow that the City of Mt. Juliet, Tennessee, records the passing of Charles James “Charlie” Kirk, a nationally recognized author and founder of Turning Point USA, who was tragically martyred for his faith on September 10, 2025, while participating in a public debate at Utah Valley University; and

WHEREAS, Charlie Kirk, from an early age, demonstrated a strong sense of civic duty and an unwavering passion for American values, founding Turning Point USA in 2012 at only 19 years old, with the mission to educate and empower young Americans to engage in civic life; and

WHEREAS, through his leadership, Turning Point USA grew into a national movement with hundreds of college chapters across the country, giving students a platform to engage in open dialogue, exchange ideas, and strengthen the democratic process; and

WHEREAS, Charlie Kirk traveled extensively to encourage respectful discourse, often engaging directly with those who disagreed with him, demonstrating his commitment to free expression, civic responsibility, and the peaceful exchange of ideas; and

WHEREAS, his untimely death while engaged in public dialogue is a solemn reminder of the courage required to participate meaningfully in civic debate and the importance of safeguarding the democratic traditions of free speech and peaceful engagement; and

WHEREAS, Charlie Kirk will be remembered not only for his political work, but also for his mentorship of young leaders, his steadfast belief in the power of ideas over violence, and his role as a devoted husband and father; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissions of the City of Mt. Juliet, Tennessee, that we pause in our deliberations to mourn the passing of Charles James “Charlie” Kirk, and to extend our deepest condolences to his family, friends, and the many lives he touched; and

BE IT FURTHER RESOLVED, that a copy of this Resolution, duly engrossed, be presented to the family of Charlie Kirk as an expression of the City’s heartfelt sympathy and enduring respect.

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney