

Mt. Juliet, Tennessee

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



Agenda

Monday, November 10, 2025

6:30 PM

Commission Chambers

Board of Commissioners

Workshop: Architect Workshop 5:15 PM

Workshop Public Notice

[1463](#)**Attachments:** [Public Notice - Workshop](#)**Public Hearing 6:15 PM**

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

Public Hearing Notice

[1462](#)**Attachments:** [Public Notice - 11-10-2025](#)**1. Call to Order & Declare a Quorum Present****2. Set Agenda****3. Invocation & Pledge of Allegiance****4. Approval of Minutes****4.A. Meeting Minutes to be Approved - 10-27-25**[1464](#)**Attachments:** [Meeting Minutes to be Approved - 10-27-25](#)**5. Citizens Comments**

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

6. Commissioner Reports & Comments**7. City Manager's Report****8. Unfinished Business Consent Agenda Items:****8.A. AN ORDINANCE TO AMEND THE LAND USE PLAN FOR 12.29 ACRES OF PROPERTY KNOWN AS HAMILTON RESERVE ON LEBANON ROAD, MAP 053, PARCEL 44.01, FROM MEDIUM DENSITY RESIDENTIAL TO THOROUGHFARE COMMERCIAL**[1396](#)**Sponsors:** Planning Commission Positive Recommendation**Attachments:** [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - Map](#)
[Staff Report](#)**Legislative History**

9/18/25 Planning Commission

10/27/25 Board of Commissioners

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

- 8.B. AN ORDINANCE TO REZONE PROPERTY LOCATED ON LEBANON ROAD, APPROXIMATELY 12.29 ACRES, MAP 053, PARCEL 044.01 FROM RS-40 TO CRC. [1397](#)

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

9/18/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
10/27/25	Board of Commissioners	recommended for second reading to the Board of Commissioners

9. **New Business**

- 9.A. AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE 8-207.3. MINIMUM LOT AREA IN PUD OVERLAY DISTRICTS [1430](#)

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

10/16/25	Planning Commission	**Positive Recommendation to the Board of Commissioners
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- 9.B. AN ORDINANCE AMENDING ORDINANCE 2024-52 TO GRANT RELIEF FROM CERTAIN CONDITIONS OF THE PREVIOUSLY APPROVED PRELIMINARY MASTER DEVELOPMENT PLAN (PMDP), LAST AMENDED IN NOVEMBER 2024, TO ALLOW FULL ACCESS DRIVEWAYS ON THE COLLECTOR ROAD BETWEEN GOLDEN BEAR GATEWAY AND BECKWITH ROAD, AND TO VOID PUBLIC WORKS CONDITIONS 9, 11(H), AND 13. [1432](#)

Sponsors: Planning Commission Negative Recommendation

Attachments: [Ordinance](#)
[Exhibit A - Legal Description](#)
[Exhibit B - Map](#)
[Staff Report](#)
[Ordinance 2024-52](#)

Legislative History

10/16/25

Planning Commission

**negative recommendation to
the Board of Commissioners

- 9.C.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 5.21 ACRES OF PROPERTY AT 3971 BECKWITH ROAD MAP 078, PARCEL 021.06, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY. **1446**

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

10/16/25

Planning Commission

**Positive Recommendation to
the Board of Commissioners

- 9.D.** AN ORDINANCE TO REZONE PROPERTY LOCATED AT 3971 BECKWITH ROAD, APPROXIMATELY 5.21 ACRES, MAP 078, PARCEL 021.06 FROM WILSON COUNTY R-1 TO CI, INTERCHANGE COMMERCIAL **1447**

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

10/16/25

Planning Commission

**Positive Recommendation to
the Board of Commissioners

- 9.E.** AN ORDINANCE TO REZONE APPROXIMATELY 4.86 ACRES OF PROPERTY KNOWN AS CHARLIES PLACE, LOCATED ON WEST CALDWELL STREET, MAP 072I, GROUP B, PARCELS 002.00 & 003.00, FROM RS-40 TO CTC-PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR A MIXED-USE DEVELOPMENT ON MAP 072I, GROUP B, PARCELS 001.01, 002.00, 003.00, 004.00 & 010.00. **1444**

Sponsors: Planning Commission Negative Recommendation

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

Legislative History

10/16/25 Planning Commission

**negative recommendation to
the Board of Commissioners

- 9.F.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 39.34 ACRES, PROPERTY LOCATED AT 5025 OLD LEBANON DIRT ROAD, MAP 077, PARCELS 001.00 & 001.03, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY [1174](#)

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

4/17/25 Planning Commission

deferred to the Planning
Commission

8/21/25 Planning Commission

deferred to the Planning
Commission

9/18/25 Planning Commission

deferred to the Planning
Commission

10/16/25 Planning Commission

**Positive Recommendation to
the Board of Commissioners

- 9.G.** AN ORDINANCE TO REZONE APPROXIMATELY 39.34 ACRES OF PROPERTY AT 5025 OLD LEBANON DIRT ROAD, MAP 077, PARCELS 001.00 & 001.03 FROM WILSON COUNTY R-1 TO CMU PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE COURTYARDS AT MCFARLAND [1175](#)

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

4/17/25 Planning Commission

deferred to the Planning
Commission

8/21/25 Planning Commission

deferred to the Planning
Commission

9/18/25 Planning Commission

deferred to the Planning
Commission

10/16/25 Planning Commission

**Positive Recommendation to
the Board of Commissioners

- 9.H.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET THE PORTION OF ROADWAY AND RIGHT OF WAY LOCATED AT SOUTH GREENHILL ROAD FROM THE FROM THE EXISTING CITY LIMITS NEAR THE LEBANON ROAD INTERSECTION TO THE SOUTHEASTERN PROPERTY CORNER OF PARCEL 053 152.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY: **1210**

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

5/15/25 Planning Commission **Positive Recommendation to the Board of Commissioners

- 9.I.** AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE XIV, PUBLIC NOTICE, SECTION 14-109.4 **1468**

Sponsors: Scott Hefner, Commissioner

Attachments: [Ordinance](#)

- 9.J.** AN ORDINANCE ACCEPTING DONATIONS FOR THE MT. JULIET PARKS DEPARTMENT AND ALLOCATE THE FUNDS FOR PARKS SPECIAL EVENTS **1469**

Sponsors: Kenneth Martin, City Manager,

Attachments: [Resolution](#)

- 9.K.** AN ORDINANCE ENACTING A ONE-YEAR MORATORIUM ON THE ACCEPTANCE AND APPROVAL FOR HIGH DENSITY AND MULTI-FAMILY RESIDENTIAL DEVELOPMENT IN THE CITY OF MT. JULIET, TENNESSEE **1470**

Sponsors: Scott Hefner, Commissioner

Attachments: [Ordinance](#)

- 9.L. A RESOLUTION AUTHORIZING THAT KENNETH D. MARTIN, DANA HIRE AND MICHAEL MULLINS ARE THE OFFICIALS AUTHORIZED TO SIGN CHECKS AND WITHDRAW FUNDS FOR THE CITY OF MT. JULIET [1465](#)

Sponsors: Kenneth Martin, City Manager,

Attachments: [Resolution](#)

- 9.M. A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN ADP AND THE CITY OF MT. JULIET FOR A HR AND PAYROLL SOFTWARE SYSTEM [1467](#)

Sponsors: Kenneth Martin, City Manager,

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

10. Adjournment



Mt. Juliet, Tennessee

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

Staff Report

File #: 1463

Agenda Date: 11/10/2025

Agenda #:

Title:

Workshop Public Notice

Public Notice

The City of Mt. Juliet Board of Commissioners will hold a workshop on Monday, November 10, 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 #: 1462

Agenda Date: 11/10/2025

Agenda #:

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 November 10, 2025, at 6:15PM, at City Hall located at 2425 N. Mt. Juliet Road.

- An ordinance to amend the land use plan for 12.29 acres of property known as Hamilton Reserve on Lebanon road, map 053, parcel 44.01, from Medium Density Residential to Thoroughfare Commercial
- An ordinance to rezone property located on Lebanon road, approximately 12.29 acres, map 053, parcel 044.01 from RS-40 to CRC.

The public is invited to attend and comment.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1464

Agenda Date: 11/10/2025

Agenda #: 4.A.

Title:

Meeting Minutes to be Approved - 10-27-25

Mt. Juliet, Tennessee

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



Meeting Minutes

Monday, October 27, 2025

6:30 PM

Commission Chambers

Board of Commissioners

Public Hearing 6:15 PM

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

Public Hearing Notice - 10-27-2025

[1422](#)

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

No Public Comments were heard.

1. Call to Order & Declare a Quorum Present

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

2. Set Agenda

Mayor Maness made the following motions regarding the agenda:

Item 8.D. was removed, with no objection.

A resolution in the memorandum to the annexation, 8.A., was added as Item 8.E. and placed on the Consent Agenda, with no objection.

Items 10.A., 10.B., and 10.C. were moved to the Consent Agenda, with no objection.

Items 11.D. and 11.M. were moved to the Consent Agenda, with no objection.

Item 11.K. remained off the Consent Agenda due to an objection from Commissioner Milele.

Item 12.A. was removed at the request of the sponsor, Commissioner Giles, with no objection.

The Swearing-In Ceremony was moved to follow the Consent Agenda.

3. Invocation & Pledge of Allegiance

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

4. Approval of Minutes**4.A. Meeting Minutes to be Approved - 9-22-2025**

[1418](#)

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

Passed without objection.

A motion was made that the minutes be approved. The motion carried by the following vote:

RESULT: APPROVED

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

5. Citizens Comments

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

Rocky Lee, 16604 Central Pike, former Parks Director, addressed the Board. He expressed concerns regarding transparency and accountability within the City. Mr. Lee questioned the proposed raise for the City Manager, noting there was no cost-of-living adjustment for other employees. He asked whether the Board had reviewed the City Manager's personnel file and whether one exists. Mr. Lee also referenced a reported \$2 million deficit and ongoing hiring practices, as well as a TBI investigation. He urged the Board to "do what is right and what you were elected to do," requesting no raise for the City Manager and calling for increased transparency and noted the creation of an oversight committee.

Lauren Breeze, 1014 Bellwood Drive, County Commissioner, addressed the Board in opposition to the proposed annexation of property located at 3150 Nonaville Road. Commissioner Breeze requested a deferral of the item.

Chip Bailey, 140 Denney Drive, addressed the Board regarding the approval of grants related to volleyball program.

Bill Robinson, 1640 Tate Lane, addressed the Board regarding Item 11.J., stating he was in agreement with the item.

Lindsey with Home Safe addressed the Board and provided background information on the Home Safe program. She expressed appreciation for the Board's consideration and stated she was hopeful the Board would approve the grants.

Matthew Thomas, 1314 Clearview Drive, addressed the Board regarding Item 11.C., stating he was opposed to the item.

David Seeley, 1005 Clearview Drive, addressed the Board regarding Item 11.C., stating he was opposed to the item.

Sheila Weathers, 124 Nickolas Circle, staff member with Compassionate Hands, addressed the Board and asked for support for their grant application.

Rusty King, 1317 Clearview Drive, addressed the Board regarding Item 11.C., stating he was opposed to the item.

Ms. Misamore, 1410 Barret Drive, addressed the Board regarding Item 11.C., stating she was opposed to the item.

Jeremy Jernigan, 1006 Clearview Drive, addressed the Board regarding Item 11.C., stating he was opposed to the item.

Darin Cunningham, 1401 Fairview Drive, addressed the Board regarding Item 11.C., stating he was opposed to the item.

Charles Wilder, 1312 Clearview Drive, addressed the Board regarding Item 11.C., stating he was opposed to the item.

Michelle Schwart, 1738 Hartford Lane, Executive Director of Wilson County CASA, addressed the Board and provided background on the organization's work with children in the community.

Michelle Hill Bridget, 1041 Clemmons Road, with Impower Me Center, addressed the Board in support of their grant application.

Neal Zabkar, 1407 Fairview Drive, addressed the Board regarding Item 11.C., stating he was opposed to the item.

Tony Mercante, 1012 Clearview Drive, addressed the Board regarding Item 11.C., stating he was opposed to the item.

Michelle Kittle, 1511 Fairview Drive, addressed the Board regarding Item 11.C., stating she was opposed to the item.

Peggy Simpson, Coordinator for the Imagination Library, addressed the Board in support of the grant applications and thanked the Board for their continued support of local literacy initiatives.

6. Commissioner Reports & Comments

Commissioner Giles stated that today's ribbon cutting ceremony for the new Mt. Juliet Police Department was a wonderful event. He expressed pride in having the best Police Department and thanked everyone who supported them. Commissioner Giles also thanked the Mt. Juliet Chamber of Commerce for nominating the BPAC Committee for an award and stated he was honored to accept it on their behalf.

Vice Mayor Trivett thanked everyone for attending, noting the large turnout for the meeting. He stated it was a great day for the City and its citizens, highlighting the new technology, safety improvements, and equipment in the Police Department's vehicles. He congratulated Chief Mullins and Deputy Chief Chandler, thanking them both for their leadership. Vice Mayor Trivett reminded everyone to stay safe during Halloween and to remain proactive. He also mentioned the upcoming hometown football rivalry between Green Hill and Mt. Juliet High School and said he was looking forward to the game.

Commissioner Hefner thanked everyone for coming out and said it was good to see past neighbors from the Clearview area. He commended Deputy Chief Chandler and Chief Mullins, noting that the new Police Department building turned out wonderfully. Commissioner Hefner offered thoughts and prayers to those injured in the recent hayride accident on Central Pike. He discussed the importance of communication, transparency, and public notification, referencing recent changes to how the City handles rezoning notices. He stated that while the City is following state guidelines, citizens need a transition period and he would like to revert back to previous procedures regarding signage. He announced he would be sponsoring an ordinance to address these changes to sign requirements prior to Planning Commission meetings. Commissioner Hefner also mentioned the ongoing TBI investigation, stating he looks forward to seeing the report, will request a copy, and emphasized that everyone is innocent until proven guilty. He announced his intent to sponsor a moratorium on high-density housing for a period of 12 months at the November 10th meeting. He closed by reminding everyone to be mindful of children while out on Halloween night.

Commissioner Milele thanked everyone for coming out and stated that the ribbon cutting and tour of the new Police Department were awesome. She noted that her next newsletter will be coming out soon and expressed agreement with the comments regarding notifications, acknowledging that many residents are unaware of certain developments. Commissioner Milele stated that she tries to do her best to keep citizens informed through her newsletter and by sending out notifications and agenda notices as a service to the community. She said she looks forward to the completion of the TBI investigation, as she has questions she hopes will be answered. She closed by reminding everyone to watch for children and slow down while driving on Halloween.

Mayor Maness stated that he too has received questions regarding the TBI investigation. He explained that two employees have been terminated, but as the matter is still under investigation, he has no facts to comment on at this time. He stated that he, too, will be reviewing the report once it is released. Mayor Maness referenced comments made by County Commissioner Breeze earlier in the meeting, stating that while he has no reason not to believe her comments, he does not believe the issue falls under the section of law she

referenced. He further stated that he does not support deferring the item and prefers to vote it down. Mayor Maness thanked the Police Department, noting that the new facility looks beautiful and that all City staff helped make the project a success. He expressed appreciation to the Mt. Juliet Police Department for their continued dedication and service to the community.

7. City Manager's Report

City Manager Kenny Martin thanked everyone for attending and stated that today was an exciting time for the City of Mt. Juliet. He reflected on his career, noting that he began as a police officer with the Mt. Juliet Police Department, and shared historical background on both the old and new police facilities. He thanked the current and past Commissions, as well as City employees, stating that they are what make Mt. Juliet what it is today. He noted, "It's not ours-it's yours," acknowledging the citizens' role in the City's success.

City Manager Martin also provided background on Chief Mullins' service, announcing that Chief Mullins will become the new Deputy City Manager for the City of Mt. Juliet and that Deputy Chief Tyler Chandler will serve as the new Chief of Police. He stated that the City is putting "the best of the best" in the positions where they are most needed. He commended the City's departments as some of the greatest and expressed appreciation to Mrs. Mundy and her family, as well as to the citizens, for their continued support of the community.

8. Unfinished Business Consent Agenda Items:

- 8.A. AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET ROADWAY AND ASSOCIATIVE RIGHT-OF-WAY ON E. DIVISION STREET FROM THE EXISTING CITY LIMITS, AT THE NORTHWESTERN PROPERTY CORNER OF PARCEL 072 067.00, TO A POINT, APPROXIMATELY 2,293 LINEAR FEET, EAST ALONG E. DIVISION STREET, BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY [1344](#)

Sponsors: Planning Commission Positive Recommendation

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

Items 8.A., 8.B., 8.C., 8.E., 10.A., 10.B., 10.C., 11.D., and 11.M. were read together on the Consent Agenda.

A motion was made that this Ordinance be adopted. The motion carried by the following vote:

RESULT: ADOPTED

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 2025-43

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

Sponsors: Planning Commission Positive Recommendation

Attachments: [Resolution](#)

Items 8.A., 8.B., 8.C., 8.E., 10.A., 10.B., 10.C., 11.D., and 11.M. were read together on the Consent Agenda.

A motion was made that this Resolution be adopted. The motion carried by the following vote:

RESULT: ADOPTED

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 67-2025

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

Sponsors: Planning Commission Positive Recommendation

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

Items 8.A., 8.B., 8.C., 8.E., 10.A., 10.B., 10.C., 11.D., and 11.M. were read together on the Consent Agenda.

A motion was made that this Ordinance be adopted. The motion carried by the following vote:

RESULT: ADOPTED

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 2025-44

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

Sponsors: Planning Commission Positive Recommendation

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

A motion was made that this Ordinance be deferred to the Board of Commissioners, on meeting date of 11/24/2025. The motion carried by the following vote:

RESULT: DEFERRED

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

- 8.E.** A RESOLUTION IN MEMORANDUM OF ORDINANCE ____ RELATIVE TO THE ANNEXATION OF 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 [1455](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [Res in Memorandum Relative to Annexation](#)

Items 8.A., 8.B., 8.C., 8.E., 10.A., 10.B., 10.C., 11.D., and 11.M. were read together on the Consent Agenda.

A motion was made that this Resolution be adopted. The motion carried by the following vote:

RESULT: ADOPTED

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 68-2025

Swearing-In Ceremony

Mayor Maness conducted the Swearing-In Ceremony for Deputy Chief Tyler Chandler, who was sworn in as the new Chief of Police for the City of Mt. Juliet.

Chief Chandler gave brief remarks following the ceremony, stating it was an honor to become Chief of Police in a department where his supervisors are former Chiefs of Police. He thanked the community for their continued support and emphasized that trust is essential in keeping the City safe. Chief Chandler expressed gratitude for his team, calling them “an amazing group of people,” and thanked the elected officials for their unwavering support of law enforcement, including Mayor Maness.

He also highlighted the importance of supporting local businesses and expressed appreciation for the City’s strong financial stewardship, noting the low tax rate and the accomplishments made possible through it. Chief Chandler reflected on his own career path, sharing that he began working for the City at just 18 years old after being apart of the Police Explorer program. He expressed gratitude for his mentors and former Chiefs.

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

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

[1452](#)

Sponsors: Kenneth Martin, City Manager,

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

City Manager Kenny Martin explained there had been a slight oversight where a small sliver of land was not included in the Real Estate Committee’s previous review. He stated that he believed the Board of Commissioners should have an opportunity to determine whether or not to include it. In his opinion, the value for the sliver of land should be increased.

Commissioner Giles asked for clarification regarding the sliver of land and whether it included a Public Access Easement.

Applicant Tulsi Patel stated that the 10-foot path would remain in place and may shift slightly. She confirmed there would be a Public Access Easement and explained that while the developer would maintain it, the City would still have access and use of it. Ms. Patel also provided reasoning behind the appraisal.

Commissioner Giles clarified with City Attorney Burnett that the Real Estate Committee did not have access to the appraisal when the matter was originally presented to the Commission.

Discussion was held regarding the public access areas and clarification of what portions would remain open to the public.

Commissioner Milele spoke on the history of the sliver of land, stating it was originally purchased as right-of-way. She said she was unsure whether the parcel was beneficial to the City and expressed support for the agreement.

Commissioner Hefner stated he viewed the matter as a savings to the citizens, noting that the City has no current plans for a fire department in that area and that the agreement makes sense. He expressed support for the proposal.

Vice Mayor Trivett stated that land is limited in Tennessee and expressed concern

that the City should preserve what it owns.

Mayor Maness stated that he had been encouraging City Manager Martin to move forward with selling the property for some time due to the ongoing maintenance costs. He said the development was a great concept but noted that some operational aspects of previous restroom facilities had presented issues. He added that the offer presents an opportunity for a significant development.

City Manager Martin stated he was excited about the development and the elimination of ongoing costs for the City, and that he supported the agreement.

A motion was made by Mayor Maness to modify Paragraph 28 to include the easements, specifying that all greenways, restrooms, and associated parking areas be identified as “trailhead parking” and included as a Public Access Easement. Seconded by Commissioner Milele.
Vote: yea unanimous.

Back on as 1x amended:

Commissioner Giles asked for clarification regarding the restrooms.

Commissioner Hefner then made a motion to amend Paragraph 2 to change the purchase price to \$2,000,000. Seconded by Vice Mayor Trivett.
Vote: Passed unanimously.

Back on as 2x amended:

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

RESULT: ADOPTED

MOVER: Scott Hefner

SECONDER: Jennifer Milele

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 70-2025

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

[1295](#)

Sponsors: Planning Commission Positive Recommendation

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

Mayor Maness stated that Items 9.B. and 9.C. would be read together.
There were no objections.

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

RESULT: ADOPTED
MOVER: Scott Hefner
SECONDER: Jennifer Milele

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 2025-49

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

[1296](#)

Sponsors: Planning Commission Positive Recommendation

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

Engineering Director Shane Shamanur stated that the contribution would be applied at the time of the issuance of the erosion control permit.

Commissioner Hefner stated that the stoplight shall be constructed and built within 90 days after the issuance of the first Certificate of Occupancy and that the light must be operational. He further stated that 100% of the cost of the traffic signal would be credited toward the developer's voluntary contributions.

The Letter of Credit amount will include the total cost of the traffic signal.

Commissioner Giles seconded the motion.

Vote yea unanimous.

Back on as 1x amended.

Commissioner Hefner made a motion to install guardrails in designated areas as defined by the Public Works Department along East Division within the City limits. The applicant would be responsible for installing the proper safety guardrails as approved by Public Works, and the cost of the guardrails would be credited back to the developer's voluntary contributions. Vice Mayor Trivett seconded the motion.

City Traffic Engineer Todd Serbent requested adding that the total guardrail length be 3,000 linear feet; there were no objections. Mr. Serpent also requested that the paragraph below from McFarland Farms be included for consistency; there were no objections.

"For the offsite improvements, the developer will make all due diligence to acquire the necessary easements or right-of-way. If unsuccessful after 120 days of due diligence, the City of Mt. Juliet agrees to proceed with the public acquisition process in order to facilitate the attainment of said easements or right-of-way including, if necessary, the imminent domain process as the improvements in question are necessary to the health, safety, and welfare of the general public. The easements

or right-of-way will be based on an appraisal and a review appraisal by state licensed appraisers and such appraisal will be shared with the City of Mt. Juliet. All expenses including easements, acquisition services, appraisals, etc. will be at the expense of the developer."

Commissioner Milele stated she would prefer that the funds go toward the future widening project, as the guardrails would ultimately be removed when that occurs.

Commissioner Hefner responded that the City does not currently have funds allocated for widening. Public Works Director Matt White noted that the City will pursue grant funding for the widening project.

Commissioner Milele proposed capping the contribution at \$500,000, stating that if the cost exceeds that amount, the guardrails should not be installed. Commissioner Giles seconded the amendment.

Commissioner Hefner stated he preferred that if the cost exceeds the cap, the matter come back to the Board for consideration rather than being automatically stopped. The Board agreed that any such consideration would occur by separate resolution. There were no objections.

Vote yea unanimous.

Back on as 2x amended.

Commissioner Hefner made a motion to require a \$7,500 voluntary contribution, with any remaining funds from the improvements, including the guardrails and traffic light-to be allocated toward the future East Division Road widening project. The contribution shall be paid at the time of issuance of the erosion control permit. Vice Mayor Trivett seconded the motion.

Applicant Tulsi Patel noted that the erosion control permits would be issued by phases.

Vote yea unanimous.

Back on as 3x amended.

Engineering Director Shane Shamanur stated that all greenway trails, restrooms, and trailhead parking areas shall be maintained by the master HOA and that this requirement be captured in the PUD and included in the ordinance. He noted that these areas fall within the Public Access Easement (PAE).

Commissioner Milele made a motion to add this requirement as Public Works Condition #33. Commissioner Giles seconded the motion.

Vote yea unanimous.

Back on as 4x amended.

Applicant Tulsi Patel requested discussion regarding Public Works Condition 17.C. and asked if the request could be supported.

City Traffic Engineer Todd Serbent provided an explanation of the condition and clarified that the request pertains to a variance.

Commissioner Giles made a motion to approve the variance and to strike the word “not” from the phrase “not supported,” thereby indicating the condition is supported. Commissioner Hefner seconded the motion.

Vote yea unanimous.

Back on as 5x amended.

Applicant Tulsi Patel requested that the right-of-way acquisition (ROW) be removed from the project’s contribution requirements.

Mayor Maness made a motion for the ROW acquisition to be included in the cost of the guardrails within the \$500,000 cap under the Engineering conditions. Commissioner Hefner seconded the motion.

Vote yea unanimous.

Back on as 6x amended.

Applicant Tulsi Patel requested that in Planning Condition 27, the word “utility” be added in front of “easements.”

Mayor Maness made a motion to approve the change. Commissioner Hefner seconded the motion.

Vote Yea Unanimous.

Back on as 7x amended.

Applicant Tulsi Patel requested the following amendments:

Planning Condition 37.B.: Requested a 15-foot side setback, allowing 7.5 feet per lot aggregated.

Planning Condition 39: Requested 55 feet of livable space, excluding architectural features.

Planning Condition 45: Clarified language to reference yard and/or setback area.

Planning Condition 46: Requested to change the ratio to 70% / 30% to 50%/50%.

There were no objections to considering all four amendments together.

Commissioner Milele objected to Condition 46, but there were no objections to the other three conditions.

Commissioner Hefner made a motion to approve the amendments to Conditions 37.B., 39, and 45 as requested. Commissioner Giles seconded the motion.

Vote yea unanimous.

Back on as 8x amended.

Planning Condition 46:

Applicant Tulsi Patel requested to modify the condition from 70% / 30% to 50% / 50%.

Commissioner Hefner stated there shall be no vinyl permitted. Commissioner Giles seconded the motion.

Commissioner Milele proposed an amendment to change the ratio to 60% / 40%, but later withdrew the amendment.

Vote: Yea-Mayor Maness, Vice Mayor Trivett, Commissioner Hefner, and Commissioner Giles. Nay-Commissioner Milele.

Back on as 9x amended.

A motion was made by Mayor Maness to approve a variance to permit outdoor displays associated with the big box commercial element of the PUD, allowing such displays to be located 15 feet from the exterior of the building. Commissioner Hefner seconded the motion.

Vote yea unanimous.

Back on as 10x amended.

City Traffic Engineer Todd Serbent referenced Public Works Comment 20, recommending that the language be updated to state: "Residential streets only - deriving access from private streets shall also be private streets."

Mayor Maness made a motion to approve the revision. Commissioner Hefner seconded the motion.

Vote yea unanimous.

Back on as 11x amended.

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

RESULT: ADOPTED

MOVER: Scott Hefner

SECONDER: Jennifer Milele

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 2025-48

10. Unfinished Business

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

Sponsors: Kenneth Martin, City Manager,

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

Items 8.A., 8.B., 8.C., 8.E., 10.A., 10.B., 10.C., 11.D., and 11.M. were read together on the Consent Agenda.

A motion was made that this Ordinance be adopted. The motion carried by the following vote:

RESULT: ADOPTED

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 2025-45

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

Sponsors: Kenneth Martin, City Manager,

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

Items 8.A., 8.B., 8.C., 8.E., 10.A., 10.B., 10.C., 11.D., and 11.M. were read together on the Consent Agenda.

A motion was made that this Ordinance be adopted. The motion carried by the following vote:

RESULT: ADOPTED

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 2025-46

- 10.C.** AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 47/47B E. CALDWELL STREET, APPROXIMATELY 1.2 ACRES, MAP 0721, GROUP A, PARCELS 005.00 AND 006.00 FROM RS-40 TO CTC [1349](#)

Sponsors: Planning Commission Positive Recommendation

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

Items 8.A., 8.B., 8.C., 8.E., 10.A., 10.B., 10.C., 11.D., and 11.M. were read together on the Consent Agenda.

A motion was made that this Ordinance be adopted. The motion carried by the following vote:

RESULT: ADOPTED

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 2025-47

11. New Business

- 11.A.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 19.56 ACRES OF PROPERTY AT 3150 NONAVILLE ROAD, MAP 031, PARCEL 32.01, THE PROPERTY BEING LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY. [1390](#)

Sponsors: Planning Commission Positive Recommendation

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

No motion or second was made.

This Ordinance was no motion made.

RESULT: NO MOTION MADE

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

[1391](#)

Sponsors: Planning Commission Positive Recommendation

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

A motion was made by Mayor Maness, seconded by Commissioner Hefner, that this Ordinance be recommended for second reading to the Board of Commissioners, on meeting date of 11/24/2025. The motion carried by the following vote:

RESULT: RECOMMENDED FOR SECOND READING

MOVER: James Maness

SECONDER: Scott Hefner

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

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

1392

Sponsors: Planning Commission Positive Recommendation

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

Applicant Kenneth Powers addressed the Board, representing the proposed development. He stated the project would include a mix of uses such as offices, barbershop and salon suites, a steakhouse, breakfast restaurant, QSR concepts, Waldo's Chicken, ice cream, bagel, and coffee shops. He described the development as a live-work-play concept within the neighborhood, similar to Providence Station but improved.

Mr. Powers explained that the purpose of the rezoning request was to allow for a drive-thru component, noting that it would primarily operate during morning hours. He stated he was willing to extend a buffer zone between the development and the adjacent neighborhood to address concerns.

Discussion was held regarding traffic impacts related to the proposed development.

Vice Mayor Trivett noted the importance of communication with nearby residents, and Mr. Powers stated he would be happy to meet with them.

Commissioner Hefner noted that there have been five or six previous attempts by various applicants to rezone this property and surrounding properties and expressed his opinion that it should remain OPS zoning.

Vote:

Yea: Commissioner Giles, Commissioner Milele

Nay: Mayor Maness, Vice Mayor Trivett, Commissioner Hefner.

Motion failed.

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

RESULT: DENIED

MOVER: Jennifer Milele

SECONDER: Art Giles

Aye: Commissioner Giles, and Commissioner Milele

Nay: Vice Mayor/Commissioner Trivett, Mayor Maness, and Commissioner Hefner

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

Sponsors: Planning Commission Positive Recommendation

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

Items 8.A., 8.B., 8.C., 8.E., 10.A., 10.B., 10.C., 11.D., and 11.M. were read together on the Consent Agenda.

A motion was made that this Ordinance be recommended for second reading to the Board of Commissioners, on meeting date of 11/24/2025. The motion carried by the following vote:

RESULT: RECOMMENDED FOR SECOND READING

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

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

Sponsors: Planning Commission Positive Recommendation

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

Mayor Maness stated that Items 11.E. and 11.F. would be read together. There were no objections.

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 11/10/2025. The motion carried by the following vote:

RESULT: RECOMMENDED FOR SECOND READING

MOVER: Art Giles

SECONDER: Scott Hefner

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

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

Sponsors: Planning Commission Positive Recommendation

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

Mayor Maness stated that Items 11.E. and 11.F. would be read together. There were no objections.

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 11/10/2025. The motion carried by the following vote:

RESULT: RECOMMENDED FOR SECOND READING

MOVER: Art Giles

SECONDER: Scott Hefner

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

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

Sponsors: Planning Commission Positive Recommendation

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

Mayor Maness stated that Items 11.G. and 11.H. would be read together. There were no objections.

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 11/10/2025. 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

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

Sponsors: Planning Commission Positive Recommendation

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

Mayor Maness stated that Items 11.G. and 11.H. would be read together. There were no objections.

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 11/10/2025. 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

- 11.I.** AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLES V, VI & VII, SECTIONS 5-103A, 5-103.4, 6-103A, 6-103.3 & 7-103A, BUILDING HEIGHT **1406**

Sponsors: Planning Commission Positive Recommendation

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

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 11/24/2025. The motion carried by the following vote:

RESULT: RECOMMENDED FOR SECOND READING

MOVER: Art Giles

SECONDER: Scott Hefner

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

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

[1451](#)

Sponsors: Jennifer Milele, Commissioner, Art Giles, Commissioner

Attachments: [Ordinance](#)
[Zoning Regulations Amendments Redline](#)

A motion was made by Commissioner Hefner, seconded by Vice Mayor/Commissioner Trivett, that this Ordinance be recommended for second reading to the Planning Commission, on meeting date of 11/20/2025. The motion carried by the following vote:

RESULT: RECOMMENDED FOR SECOND READING

MOVER: Scott Hefner

SECONDER: Bill Trivett

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

11.K. A RESOLUTION TO AMEND THE CITY MANAGER'S EMPLOYMENT AGREEMENT PREVIOUSLY APPROVED BY RESOLUTION 40-2023**1415****Sponsors:** Kenneth Martin, City Manager,**Attachments:** [Resolution Agreement Amendment 1](#)
[Resolution 40-2023](#)

Commissioner Milele made a motion to add that annual evaluations be conducted in a public setting as a workshop. Vice Mayor Trivett seconded the motion.

Vice Mayor Trivett suggested extending the evaluation period from 18 months to 24 months.

Discussion was held.

An idea to bring a resolution to evaluate the City Judge and City Manager was brought up.

The motion was pulled.

The Board returned to Item 11.K.

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

RESULT: ADOPTED**MOVER:** Scott Hefner**SECONDER:** Bill Trivett**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 71-2025

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

1376

Sponsors: Kenneth Martin, City Manager,

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

Commissioner Hefner asked why the item, which had previously failed for lack of a second, was brought back for consideration.

Commissioner Giles abstained from the vote, citing a potential financial gain related to the Friends of Mt. Juliet BPAC insurance.

Mayor Maness made a motion that if the Board approves the item with the RTA, the \$42,000 allocation be held pending the agreement. Commissioner Hefner seconded the motion.

Vote: Yea-Mayor Maness, Vice Mayor Trivett, Commissioner Hefner, and
Commissioner Milele

Abstained: Commissioner Giles

Back on as 1x amended:

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

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: Bill Trivett

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

Abstain: Commissioner Giles
Enactment No: 72-2025

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

Sponsors: Kenneth Martin, City Manager,

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

Items 8.A., 8.B., 8.C., 8.E., 10.A., 10.B., 10.C., 11.D., and 11.M. were read together on the Consent Agenda.

A motion was made by Mayor Maness that this Resolution be adopted. The motion carried by the following vote:

RESULT: ADOPTED

MOVER: James Maness

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 69-2025

12. Appointments

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

Sponsors: Art Giles, Commissioner

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

This Action Item had no action taken.

RESULT: NO ACTION TAKEN

13. Adjournment

10:35

Mayor James Maness

City Recorder Sheila S. Luckett, MMC



Mt. Juliet, Tennessee

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

Staff Report

File #: 1396

Agenda Date: 11/10/2025

Agenda #: 8.A.

Title:

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

ORDINANCE NO. _____

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

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of September 18, 2025, and forwarded a positive recommendation (5-1-0) to the Board of Commissioners; and

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on October 27, 2025 and November 10, 2025 and notice thereof published in the Chronicle of Mt. Juliet on September 24, 2025 and November 5, 2025; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to amend the land use plan for property on Lebanon Road, map 053, parcel 44.01, from medium density residential to thoroughfare commercial; and

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

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

Section 1. LAND USE PLAN AMENDMENT. The land use plan for the property on Lebanon Road, map 053, parcel 44.01 and described in Exhibit A is hereby amended from medium density residential to thoroughfare commercial as shown in Exhibit B.

Section 2. PLANNING COMMISSION RECOMMENDATION. This matter was considered by the Planning Commission and received a positive recommendation (5-1-0) in a regular meeting held on September 18, 2025.

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

BE IT FURTHER ORDAINED

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

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

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

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Luckett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description

From the POINT OF BEGINNING; Thence, S 58° 55' 08" W for a distance of 583.79 feet to a point on a line.

Thence, N 08° 23' 46" E for a distance of 159.94 feet to a point on a line.

Thence, N 08° 33' 06" E for a distance of 499.72 feet to a point on a line.

Thence, N 08° 26' 28" E for a distance of 651.98 feet to a point on a line.

Thence, N 81° 24' 59" W for a distance of 273.06 feet to a point on a line.

Thence, N 08° 47' 18" E for a distance of 49.85 feet to a point on a line.

Thence, S 81° 28' 28" E for a distance of 272.79 feet to a point on a line.

Thence, S 81° 24' 04" E for a distance of 439.28 feet to a point on a line.

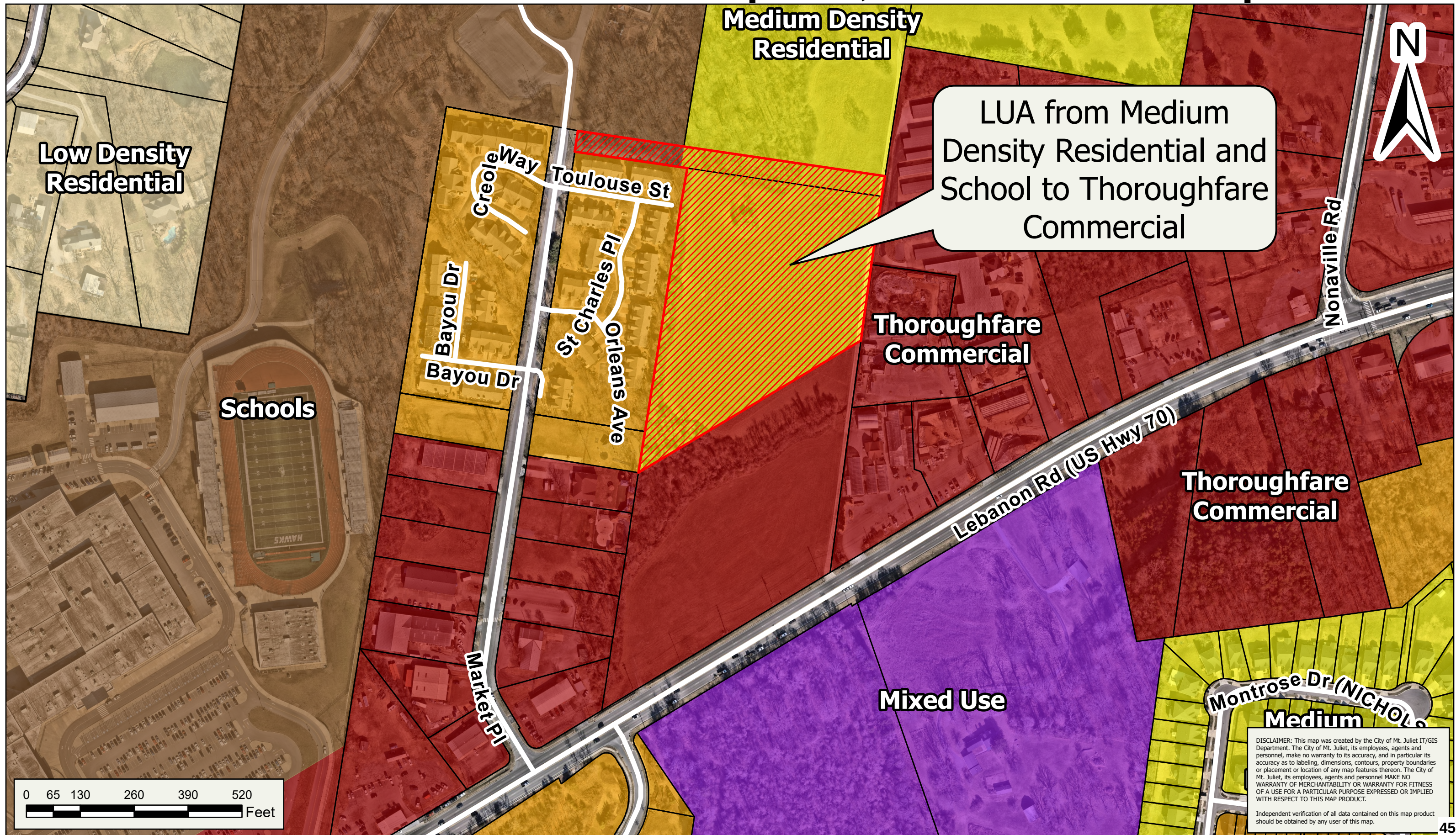
Thence, S 08° 49' 01" W for a distance of 221.93 feet to a point on a line.

thence S 07° 34' 22" W a distance of 767.21 feet to the POINT OF BEGINNING;



Exhibit B- LUA

Hamilton Reserve Map 053, Parcels 044.01 & p/o 044.00





MEMORANDUM

Date: September 18, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Hamilton Reserve, Lots 1 and 2
Land Use Amendment and Rezone
Map – 053
Parcel - 044.01

Request: Jake Porter with Heritage Civil on behalf of their client, Hamilton Reserve Partners, LLC., seeks a land use map amendment and rezone for the property located on Lebanon Road, within District 1.

Description: The property consists of one lot, with a total of 12.29 acres. An associated final plat is also on this agenda with lot one at 4.13 acres and lot two consisting of 8.16 acres. The property is currently undeveloped. The current zoning is CG, one the south portion of the lot and RS-40, low density residential, to the north. The land use map identifies the southern portion of the lot as thoroughfare commercial and the remainder of the lot as medium density residential. The applicant has requested thoroughfare commercial for the entirety of the site, with proposed zoning, for lot one of the associated plat, CG (existing) and CRC, commercial retail center, for lot two. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Hamilton Reserve	Lot one – Thoroughfare Commercial Lot two – Medium Density Residential	Thoroughfare Commercial	Lot one – CG, commercial general (existing) Lot two – RS-40, single family residential	Lot one – CG, commercial general (existing) Lot two – CRC, commercial retail center

Future Land Use Plan: The City's future land use map identifies the area of lot one, as thoroughfare commercial and lot two as medium density residential. The future land use does not support the request to change the land use of lot two to thoroughfare commercial. Surrounding land uses include medium and high density residential, along with thoroughfare commercial and mixed use.

Zoning: The applicant has requested a zoning change on lot two, from RS-40 to CRC, commercial retail center. There has been no request to change lot one which is currently CG, commercial general.

Findings: In reviewing the requested zoning actions, staff finds the request DOES NOT AGREE with all of the following findings, as contained in the zoning ordinance. The proposed rezone:

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

Summary: The City's land use plan does not support this request for lot two, however, lot one has a current land use of thoroughfare commercial, and there is thoroughfare commercial surrounding this lot to the immediate east and parallel alongside Lebanon Road. The zoning request for lot two, is consistent with recent approvals of continuing the commercial district along the Lebanon Road corridor and is a less intensive commercial district than what is currently on lot one.

Recommendation: While staff generally follows the land use plan, staff recommends a positive recommendation of the land use plan amendment as the remainder of front parcel of this development is currently thoroughfare commercial and the surrounding land use map identifies this area along the Lebanon Road corridor as thoroughfare commercial. Staff also recommends forwarding the rezone request to the Board of Commissioners with a positive recommendation.

Planning and Zoning:

1. All requirements of CRC zoning shall be adhered to should the rezone be approved by the Board of Commissioners.

Engineering:

1. No Comments

WWUD:

1. No Comments Received.

Wilson County Schools:

1. No Comments Received.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1397

Agenda Date: 11/10/2025

Agenda #: 8.B.

Title:

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

ORDINANCE NO. _____

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

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

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting on September 18, 2025, and forwarded a positive recommendation (5-1-0) for approval to the Board of Commissioners; and

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on _____, 2025 and notice thereof published in the Chronicle of Mt. Juliet on October 15, 2025; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone 12.29 acres of property located on Lebanon Road, map 053, parcel 44.0, from RS-40, low density residential, to CRC, commercial retail center.

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

Section 1. REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, is hereby amended and altered by rezoning 12.29 acres of property located on Lebanon Road, map 053, parcel 44.0, from RS-40, low density residential, to CRC, commercial retail center(Exhibit B), subject to the conditions below:

Planning and Zoning:

1. All requirements of CRC zoning shall be adhered to should the rezone be approved by the Board of Commissioners.

LEGAL DESCRIPTION – See Exhibit A (attached)

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

BE IT FURTHER ORDAINED

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

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

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

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description

From the POINT OF BEGINNING; Thence, S 58° 55' 08" W for a distance of 583.79 feet to a point on a line.

Thence, N 08° 23' 46" E for a distance of 159.94 feet to a point on a line.

Thence, N 08° 33' 06" E for a distance of 499.72 feet to a point on a line.

Thence, N 08° 26' 28" E for a distance of 651.98 feet to a point on a line.

Thence, N 81° 24' 59" W for a distance of 273.06 feet to a point on a line.

Thence, N 08° 47' 18" E for a distance of 49.85 feet to a point on a line.

Thence, S 81° 28' 28" E for a distance of 272.79 feet to a point on a line.

Thence, S 81° 24' 04" E for a distance of 439.28 feet to a point on a line.

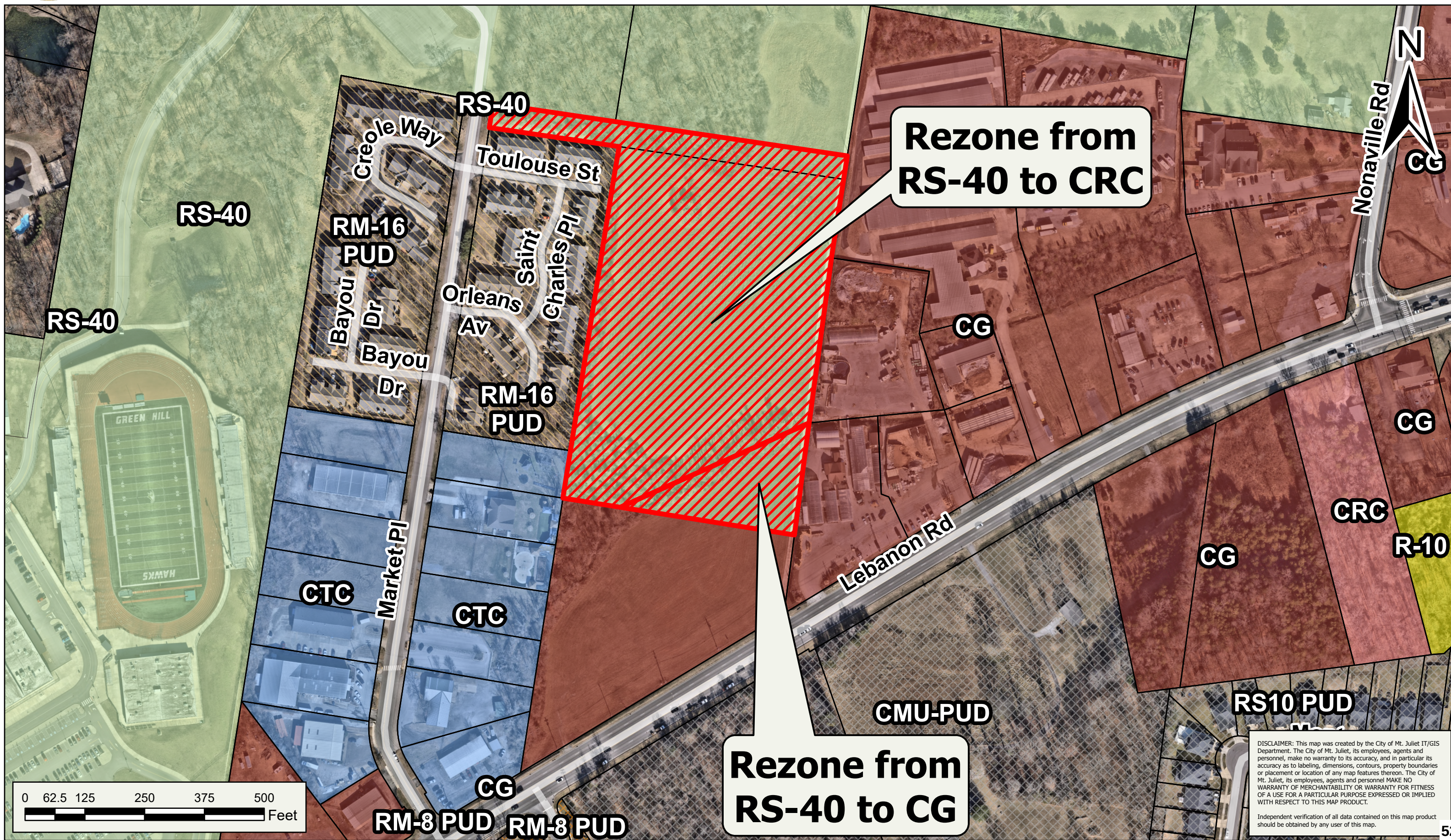
Thence, S 08° 49' 01" W for a distance of 221.93 feet to a point on a line.

thence S 07° 34' 22" W a distance of 767.21 feet to the POINT OF BEGINNING;



Exhibit B- Rezone

Hamilton Reserve
Map 053, Parcels 044.01 & p/o 044.00





M E M O R A N D U M

Date: September 18, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Hamilton Reserve, Lots 1 and 2
Land Use Amendment and Rezone
Map – 053
Parcel - 044.01

Request: Jake Porter with Heritage Civil on behalf of their client, Hamilton Reserve Partners, LLC., seeks a land use map amendment and rezone for the property located on Lebanon Road, within District 1.

Description: The property consists of one lot, with a total of 12.29 acres. An associated final plat is also on this agenda with lot one at 4.13 acres and lot two consisting of 8.16 acres. The property is currently undeveloped. The current zoning is CG, one the south portion of the lot and RS-40, low density residential, to the north. The land use map identifies the southern portion of the lot as thoroughfare commercial and the remainder of the lot as medium density residential. The applicant has requested thoroughfare commercial for the entirety of the site, with proposed zoning, for lot one of the associated plat, CG (existing) and CRC, commercial retail center, for lot two. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Hamilton Reserve	Lot one – Thoroughfare Commercial Lot two – Medium Density Residential	Thoroughfare Commercial	Lot one – CG, commercial general (existing) Lot two – RS-40, single family residential	Lot one – CG, commercial general (existing) Lot two – CRC, commercial retail center

Future Land Use Plan: The City’s future land use map identifies the area of lot one, as thoroughfare commercial and lot two as medium density residential. The future land use does not support the request to change the land use of lot two to thoroughfare commercial. Surrounding land uses include medium and high density residential, along with thoroughfare commercial and mixed use.

Zoning: The applicant has requested a zoning change on lot two, from RS-40 to CRC, commercial retail center. There has been no request to change lot one which is currently CG, commercial general.

Findings: In reviewing the requested zoning actions, staff finds the request DOES NOT AGREE with all of the following findings, as contained in the zoning ordinance. The proposed rezone:

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

Summary: The City's land use plan does not support this request for lot two, however, lot one has a current land use of thoroughfare commercial, and there is thoroughfare commercial surrounding this lot to the immediate east and parallel alongside Lebanon Road. The zoning request for lot two, is consistent with recent approvals of continuing the commercial district along the Lebanon Road corridor and is a less intensive commercial district than what is currently on lot one.

Recommendation: While staff generally follows the land use plan, staff recommends a positive recommendation of the land use plan amendment as the remainder of front parcel of this development is currently thoroughfare commercial and the surrounding land use map identifies this area along the Lebanon Road corridor as thoroughfare commercial. Staff also recommends forwarding the rezone request to the Board of Commissioners with a positive recommendation.

Planning and Zoning:

1. All requirements of CRC zoning shall be adhered to should the rezone be approved by the Board of Commissioners.

Engineering:

1. No Comments

WWUD:

1. No Comments Received.

Wilson County Schools:

1. No Comments Received.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1430

Agenda Date: 11/10/2025

Agenda #: 9.A.

Title:

AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE 8-207.3. MINIMUM LOT AREA IN PUD OVERLAY DISTRICTS

ORDINANCE - _____

AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE 8-207.3. MINIMUM LOT AREA IN PUD OVERLAY DISTRICTS

WHEREAS, the city desires to amend the minimum lot area permissible in planned unit developments from 10,000 square feet to 7,500 square feet and to remove the existing 15,000 square foot average lot size requirement and

WHEREAS, the Planning Commission considered this request during their meeting of October 16, 2025 and positively recommended, to the Board of Commissioners with a vote of 6-0-3 and

WHEREAS, the Board of Commissioners desires to amend Article 8-207.3, Minimum Lot Area in PUD Overlay Districts, of the City's zoning ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Wilson County, Tennessee, while in regular session on _____, 2025, that Article 8-207.3 of the Unified Development Code of the City of Mount Juliet, Tennessee, known as the Zoning Regulations (ordinance 2001-29), adopted October 8, 2001, as amended, be amended as shown below:

Section 1.

8-207.3 Minimum lot sizes.

The minimum size of lots permitted within various portions of an RPUD district shall be determined as provided herein.

1. Along the boundary of an RPUD district where lots are proposed to directly adjoin the boundary of the development and no open space is provided as a buffer between such lots and the adjoining property such lots shall contain 75 percent of the minimum lot area and 90 percent of the minimum lot width required by the adjoining zoning districts(s) or, in any instance where such property is not presently zoned by the City, the zoning classification recommended in the current edition of the Land Use Plan. However, if application of 8-207.3(2) results in a larger minimum lot size, such provision controls.
2. Elsewhere within the RPUD district, minimum lot sizes shall be as approved in the master development plan but shall never be less than ~~10,000~~7,500 sf for any single lot for all residential PUDs. ~~An average lot size of a minimum of 15,000sf or greater is required.~~
3. Section 2 of this article shall not apply to CTC or CMU Mixed Use PUD's.
4. Section 2 of this article shall not apply to Active Adult/Senior Lifestyle 55+ Communities.

BE IT FURTHER ORDAINED

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

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

Section 4. This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



MEMORANDUM

Date: October 16, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Zoning Ordinance Amendment
8-207.3 Amend Minimum Lot Size in PUD Overlay
Districts

Request: This request, initiated by City Manager Kenny Martin, seeks to amend Article VIII, Overlay Districts, of the City's Zoning Ordinance by reducing the minimum lot size requirement from 10,000 square feet to 7,500 square feet and eliminating the 15,000 square foot average.

Overview: By reducing the minimum lot size requirement, the city can also lessen its long-term responsibility for infrastructure maintenance. Smaller lots naturally require fewer linear feet of roadways, sidewalks, sewer lines, and related utilities. This translates to reduced costs for repair, resurfacing, and replacement overtime, allowing the city to focus its resources on maintaining higher-priority infrastructure. In addition, smaller lots create more opportunities within a development to incorporate shared amenities such as open space, trails, recreational facilities, or green areas. These amenities are typically maintained by homeowners' associations (HOAs), further reducing the burden on the city while enhancing the overall quality of life within the neighborhood.

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

8-207.3

Minimum lot sizes. The minimum size of lots permitted within various portions of an RPUD district shall be determined as provided herein.

1. Along the boundary of an RPUD district where lots are proposed to directly adjoin the boundary of the development and no open space is provided as a buffer between such lots and the adjoining property such lots shall contain 75 percent of the minimum lot area and 90 percent of the minimum lot width required by the adjoining zoning districts(s) or, in any instance where such property is not presently zoned by the City, the zoning classification recommended in the current edition of the Land Use Plan. However, if application of 8-207.3(2) results in a larger minimum lot size, such provision controls.
2. Elsewhere within the RPUD district, minimum lot sizes shall be as approved in the master development plan but shall never be less than 7,500 sf for any single lot for all residential PUDs..
3. Section 2 of this article shall not apply to CTC or CMU Mixed Use PUD's.
4. Section 2 of this article shall not apply to Active Adult/Senior Lifestyle 55+ Communities.

Summary: Staff is supportive of this request to reduce the minimum and average lot size requirements, as well as to eliminate the average lot size provision. This adjustment promotes more efficient land use, provides greater flexibility in subdivision design, and creates opportunities for enhanced neighborhood amenities. It also reduces the City's long-term infrastructure maintenance obligations, allowing resources to be focused on other priority needs.

Recommendation: Staff recommends forwarding the request to amend Article VIII, Overlay Districts, Section 8-207.3, Minimum Lot Sizes, of the City's Zoning Ordinance to reduce the minimum lot size requirement from 10,000 square feet to 7,500 square feet and to remove the 15,000 square foot average lot size provision to the Board of Commissioners with a positive recommendation.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1432

Agenda Date: 11/10/2025

Agenda #: 9.B.

Title:

AN ORDINANCE AMENDING ORDINANCE 2024-52 TO GRANT RELIEF FROM CERTAIN CONDITIONS OF THE PREVIOUSLY APPROVED PRELIMINARY MASTER DEVELOPMENT PLAN (PMDP), LAST AMENDED IN NOVEMBER 2024, TO ALLOW FULL ACCESS DRIVEWAYS ON THE COLLECTOR ROAD BETWEEN GOLDEN BEAR GATEWAY AND BECKWITH ROAD, AND TO VOID PUBLIC WORKS CONDITIONS 9, 11(H), AND 13.

ORDINANCE 2025-

AN ORDINANCE AMENDING ORDINANCE 2024-52 TO GRANT RELIEF FROM CERTAIN CONDITIONS OF THE PREVIOUSLY APPROVED PRELIMINARY MASTER DEVELOPMENT PLAN (PMDP), LAST AMENDED IN NOVEMBER 2024, TO ALLOW FULL ACCESS DRIVEWAYS ON THE COLLECTOR ROAD BETWEEN GOLDEN BEAR GATEWAY AND BECKWITH ROAD, AND TO VOID PUBLIC WORKS CONDITIONS 9, 11(H), AND 13.

WHEREAS, the City of Mt. Juliet Board of Commissioners previously approved Ordinance 2024-52, which established specific conditions of approval for the associated Preliminary Master Development Plan; and

WHEREAS, the Developer has since requested relief from certain requirements of said ordinance to allow full access driveways on the collector road located between Golden Bear Gateway and Beckwith Road; and

WHEREAS, to accommodate this request, it is necessary to void specific Public Works conditions contained within the conditions of Ordinance 2024-52, conditions 9, 11(h), and 13;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MT. JULIET, TENNESSEE:

Section 1. Ordinance 2024-52 and the Preliminary Master Development Plan, as shown and described in Exhibits A and B, are hereby amended to grant relief from the conditions of approval prohibiting full access driveways on the collector road between Golden Bear Gateway and Beckwith Road.

Section 2. That the following Public Works conditions, as contained within Ordinance 2024-52, are hereby voided and shall have no further effect:

- (a) Public Works Condition 9;
- (b) Public Works Condition 11(h); and
- (c) Public Works Condition 13.

Section 3. With the above conditions being voided, the following conditions shall be required;

The northern parcel shall be permitted one (1) left-turn ingress from the collector road. Said left-turn shall be designed and constructed to prohibit left-turn egress from the northern parcel and to prohibit left-turn ingress to the southern parcel. The southern parcel shall maintain right-in/right-out access only from the collector road.

Section 4. That all other provisions, requirements, and conditions of Ordinance 2024-52 not expressly amended herein shall remain in full force and effect.

BE IT FURTHER ORDAINED

Section 5. In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

Section 6. If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

Section 7. 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

Being a tract of land lying in the 24th Civil District of Wilson County, City of Mt. Juliet, Tennessee, said tract being part of Parcel 17.01 on Tax Map 78, said tract lying on the **easterly side of Old Beckwith Road**, and being more particularly described as follows:

BEGINNING at an iron rod (new) on the easterly right-of-way (50 feet wide) of Old Beckwith Road, said iron rod (new) being at the intersection of said right-of-way with the southerly boundary line of the William Matthews property recorded in Book 432, page 62 in the Register's Office for Wilson County, Tennessee, and being the northwest corner of the portion of Parcel 17.02 lying on the east side of Old Beckwith Road;

Thence, with said boundary line, South 69 degrees 37 minutes 13 seconds East 215.00 feet to an iron rod (new) at the southwest corner of the Darryl Box property recorded in Book 1334, page 1162 in said Register's Office;

Thence, with Box's southerly boundary line, South 70 degrees 24 minutes 10 seconds East 326.31 feet to a post (old) at the southwest corner of the Gary Jaynes property recorded in Book 386, page 88 in said Register's Office,

Thence, with said Jaynes's southerly boundary line as follows: South 84 degrees 37 minutes 06 seconds East 19.89 feet to and iron rod (old), and South 82 degrees 25 minutes 50 seconds East 595.47 feet to an iron rod (new);

Thence, with the boundary line of the Tennessee Services Corp. recorded in Book 937, page 391 in said Register's Office the next nine (9):

Thence, South 80 degrees 22 minutes 52 seconds East 234.00 feet to a post (old),

Thence, South 82 degrees 00 minutes 46 seconds East 191.38 feet to a post (old),

Thence, South 83 degrees 12 minutes 48 seconds East 197.59 feet to an iron rod (new),

Thence, South 82 degrees 27 minutes 34 seconds East 213.94 feet to an iron rod (new),

Thence, South 81 degrees 45 minutes 06 seconds East 285.23 feet to an iron rod (new),

Thence, South 07 degrees 29 minutes 58 seconds West 742.31 feet to a post (old);

Thence, South 07 degrees 40 minutes 20 seconds West 872.02 feet to an iron rod (new),

Thence, South 02 degrees 54 minutes 38 seconds East 46.31 feet to an iron rod (new),

Thence, South 10 degrees 27 minutes 03 seconds West 12.00 feet to an iron rod (old)

Thence, with the northerly boundary line of the Mid Tenn Powersports Property LLC recorded in Book 2196, page 2104 in said Register's Office the next nine (9) calls:

Thence, North 78 degrees 46 minutes 25 seconds West 71.04 feet to an iron rod (new),

Thence, North 84 degrees 55 minutes 30 seconds West 64.49 feet to an iron rod (new),

Thence, North 82 degrees 23 minutes 20 seconds West 495.82 feet to an iron rod (new),

Thence, South 87 degrees 56 minutes 11 seconds West 45.11 feet to an iron rod (new),

Thence, North 82 degrees 47 minutes 39 seconds West 184.96 feet to an iron rod (new),

Thence, North 80 degrees 41 minutes 52 seconds West 100.51 feet to an iron rod (new),

Thence, North 73 degrees 16 minutes 44 seconds West 90.32 feet to an iron rod (new),

Thence, North 81 degrees 42 minutes 10 seconds West 178.96 feet to an iron rod (new),

Thence, North 80 degrees 02 minutes 54 seconds West 60.02 feet to an iron rod (old),

Thence, with the easterly and northerly lines of Unique Development of Record Book 1970, Page 1374 in said Register's Office the next three (3) calls:

Thence, North 04 degrees 47 minutes 37 seconds East 205.19 feet to an iron rod (old);

Thence, North 80 degrees 39 minutes 17 seconds West 228.15 feet to an iron rod (old),

Thence, North 79 degrees 34 minutes 25 seconds West 267.89 feet to an iron rod (new), passing an iron rod (old);

Thence, with the easterly margin of Old Beckwith Road (50' R.O.W.) the next ten (10) calls:

Thence, North 09 degrees 01 minutes 03 seconds East 175.83 feet to an iron rod (new),

Thence, with a curve to the left having a radius of 925.00 feet, an arc distance of 350.89 feet, a central angle of 21 degrees 44 minutes 04 seconds, chord North 1 degree 50 minutes 59 seconds West 348.79 feet to an iron rod (new),

Thence, North 12 degrees 43 minutes 01 seconds West 106.20 feet to an iron rod,

Thence, with a curve to the left having a radius of 1225.00 feet, an arc distance of 252.78 feet through a central angle of 0 degrees 11 minutes 44 seconds, chord: North 18 degrees 37 minutes 42 seconds West 252.33 feet to an iron rod (new) ;

Thence, North 24 degrees 32 minutes 23 seconds West 56.28 feet to an iron rod (new),

Thence, with a curve to the right having a radius of 450.00 feet, an arc distance of 133.67 feet through a central angle of 17 degrees 01 minutes 09 seconds, chord: North 16 degrees 01 minutes 49 seconds West 133.18 feet to an iron rod (new),

Thence, North 07 degrees 31 minutes 14 seconds West 157.68 feet to an iron rod (new),

Thence, with a curve to the left having a radius of 1175.00 feet, an arc distance of 199.93 feet a central angle of 09 degrees 44 minutes 57 seconds, chord: North 12 degrees 23 minutes 43 seconds West 199.69 feet to an iron rod (new)

Thence, North 17 degrees 16 minutes 12 seconds West 129.45 feet to an iron rod (new)

Thence, with a curve to the right having a radius of 569.90 feet, arc distance of 88.82 feet, central angle of 08 degrees 55 minutes 47 seconds, chord North 12 degrees 48 minutes 18 seconds West 88.73 feet to the POINT OF BEGINNING.

Containing an area of 3,142,603 Square Feet or 72.14 Acres more or less.

Being a tract of land lying in the 24th Civil District of Wilson County, City of Mt. Juliet, Tennessee, said tract being part of Parcel 17.01 on Tax Map 78, said tract lying on the **westerly side of Old Beckwith Road**, and being more particularly described as follows:

BEGINNING at an iron rod (old) on the westerly right-of-way (50 feet wide) of Old Beckwith Road, said iron rod (old) being at the intersection of said right-of-way with the northerly boundary line of the LP Land Holdings LLC property recorded in Book 1622, page 1362 in the Register's Office for Wilson County, Tennessee, and being the southeast corner of the portion of Parcel 17.01 lying on the east side of Old Beckwith Road;

Thence, with the northerly line of said LP Land Holdings LLC, North 81 degrees 41 minutes 42 seconds West 353.63 feet to an iron rod (new);

Thence, with the northerly right-of-way of Golden Bear Gateway (120 feet wide) along a curve to the left having a radius of 1074.68 feet, an arc distance of 160.21 feet, a central angle of 8 degrees 32 minutes 29 seconds, chord North 51 degrees 45 minutes 18 seconds West 160.06 feet, to an iron rod (new),

Thence, with the easterly line of Prime Asset LLC of record in Book 2200, Page 856 of said Register's office the next eight (8) calls:

Thence, North 7 degrees 39 minutes 32 seconds East 386.19 feet to a 6" cedar,
Thence, North 14 degrees 50 minutes 48 seconds East 112.01 feet to an iron rod (new),
Thence, North 12 degrees 14 minutes 12 seconds East 73.90 feet to an 6 inch cedar post,
Thence, North 06 degrees 52 minutes 54 seconds East 135.47 feet to an iron rod (new),
Thence, North 02 degrees 59 minutes 29 seconds West 88.25 feet to an 8 inch dead cedar,
Thence, North 03 degrees 52 minutes 22 seconds East 73.87 feet iron rod (new),
Thence, North 08 degrees 04 minutes 47 seconds East 316.22 feet to an iron rod (new),
Thence, North 12 degrees 02 minutes 28 seconds East 87.37 feet to an iron rod (old),

Thence, with the westerly right of way with said Old Beckwith Road the next nine (9) calls:

Thence, with a curve to the left having a radius of 619.90 feet, an arc distance of 103.70 feet, a central angle of 09 degrees 35 minutes 06 seconds, chord South 12 degrees 28 minutes 39 seconds East 103.58 feet to an iron rod (new) ,

Thence, South 17 degrees 16 minutes 12 seconds East 129.45 feet to an iron rod (new) ,

Thence, with a curve to right having a radius of 1125.00 feet, an arc distance of 191.43 feet, a central angle of 09 degrees 44 minutes 57 seconds, chord South 12 degrees 23 minutes 43 seconds East 191.20 feet to an iron rod (new) ,

Thence, South 07 degrees 31 minutes 14 seconds East 157.68 feet to an iron rod (new),

Thence, with a curve to the left having a radius of 500.00 feet, an arc distance of 148.52 feet, a central angle of 17 degrees 01 minutes 09 seconds, chord South 16 degrees 01 minutes 49 seconds East 147.97 feet to an iron rod (new),

Thence, South 24 degrees 32 minutes 23 seconds East 56.28 feet to an iron rod (new)

Thence, with a curve to the left having a radius of 1175.00 feet; an arc distance of 242.46, a central angle of 11 degrees 06 minutes 36 seconds, chord South 18 degrees 37 minutes 42 seconds East 242.03 feet to an iron rod (new),

Thence, South 12 degrees 43 minutes 01 seconds East 106.20 feet to an iron rod (new),

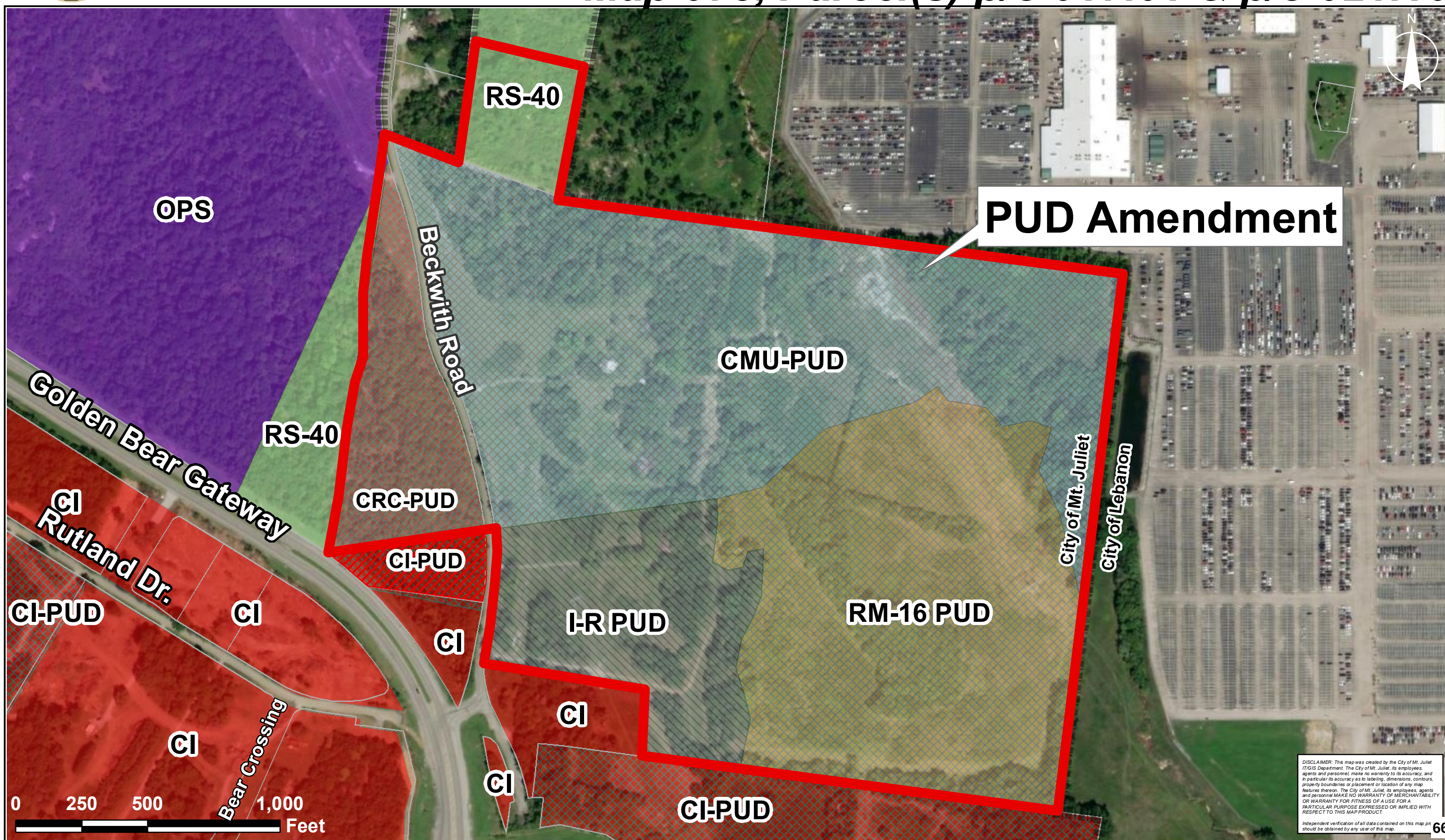
Thence, with a curve to right having a radius of 875.00 feet, an arc distance of 316.04 feet, a central angle of 20 degrees 41 minutes 42 seconds, chord South 2 degrees 22 minutes 10 seconds East 314.33 feet to the POINT OF BEGINNING.

Containing 360,816 Square Feet or 8.28 Acres more or less.



Exhibit B

Golden Bear Place- PUD Amendment Map 078, Parcel(s) p/o 017.01 & p/o 021.10



**City of Mt. Juliet
Department of Engineering
Report of Submittal Review**

Date Received: October 03, 2025 (September 18, 2025)

Project Name: Golden Bear Place PUD (Condition #11 Reconsideration)

Project Phase:

Submitted By: Gus Wilson

Nature of Submittal:

☐ Preliminary Plat

☐ Final Plat

☐ Site Plan

☒ PMDP - PUD

☐ FMDP

☐ Construction Plans

Engineering Comments:

1. The development team is requesting relief from requirements of the previously approved PMDP, last amended in November 2024, to allow full access driveways on the collector road between Golden Bear Gateway and Beckwith Road. The following conditions would need to be voided from Ordinance 2024-52 to meet the developer's request:
 - Public Works Comment 9.
 - Public Works Comment 11 (h).
 - Public Works Comment 13.
2. **Staff does not support the request based on safety concerns, the City's access code, and AASHTO design guidelines; Should the conditions be waived,** the northern parcel shall be granted a left-turn into the site from the collector road. A left-turn shall be installed and configured to prohibit left-turns out of the site or into the southern parcel, which shall maintain right-in/right-out access only from the new collector.
3. All other previously approved PUD conditions shall apply.

WWUD Comments:

1. WWUD has no comments.

Recommendation: Staff does not support variance

Review Date: October 09, 2025 (September 25, 2025)

Reviewed By: Shane Shamanur, P.E.

Director - Engineering

City of Mt. Juliet

(615) 773-7957

Note: Review of this submittal does not relieve the Developer and Consultant from full compliance with the requirements of the Subdivision Regulations for the Mt. Juliet Regional Planning Commission and/or from full compliance with the requirements of the Zoning Ordinance for the City of Mt. Juliet

ORDINANCE NO. 2024-52

AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN (PMDP), INCLUDING A REZONE FROM RS-40 TO CMU-PUD FOR GOLDEN BEAR PLACE PLANNED UNIT DEVELOPMENT (PUD), BEING LOCATED OFF BECKWITH ROAD, MAP 078, PARCELS 10.16, 17.01 & P/O PARCEL 21.10, IN THE CITY OF MT. JULIET, WILSON COUNTY, TN.

WHEREAS, the Preliminary Master Development Plan amendment for the Golden Bear Place Planned Unit Development amendment request is compliant with the requirements found in the City's Zoning Ordinance and;

WHEREAS, the Regional Planning Commission considered this request during their meeting of September 19, 2024 and forwarded a positive recommendation to the Board of Commissioners by a vote of 8-0-0 and;

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on November 25, 2024 and notice thereof published in the Chronicle of Mt. Juliet on October 16, 2024; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to amend the Preliminary Master Development Plan for the Golden Bear Place Planned Unit Development, for Map 078, Parcels 10.16, 17.01 & P/O 21.10.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON November 25, 2024 THAT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE GOLDEN BEAR PLACE PLANNED UNIT DEVELOPMENT BE AMENDED AS FOLLOWS:

SECTION 1. – The Preliminary Master Development Plan for the Golden Bear Place Planned Unit Development, is amended as shown in Exhibit B. The PMDP-PUD shall comply with the Zoning Ordinance, be in conformance with all other applicable rules, regulations, approvals and ordinances of the City of Mt. Juliet and is further conditioned upon the following:

1. Add note that all open space shall remain undeveloped.
2. The preliminary plat previously approved will need to be revised and reapproved.
3. Confirm the units in area E will be single family, if so, revise the base zoning to RS-10.
4. 4-114 and 5-104.1 shall be adhered to excepting any waivers granted by the BOC.
5. 6-104.1 shall be adhered to excepting any waivers granted by the BOC.
6. 6-103.7 shall be adhered to excepting any waivers granted by the BOC.
7. Provide decorative street lighting on black poles throughout the development.
8. Provide black, split rail fencing and enhanced landscaping along the streets. Provide a detail.
9. Signage to be reviewed via a separate application to the Planning Department. All waivers are subject to approval by the BOC.

10. Staff may request additional amenities and enhancements at final master development plan submittal.
11. On sheet C4.01, correct spelling from "Mount" to "Mt." Juliet.
12. All conditional uses on C1.01 shall not be granted as permitted uses excepting assisted living in area F.
13. Identify the commercial component of Area D and F (CMU zoning). 25% commercial shall be provided. Green space shall not be included in the required commercial percentages.
14. Provide civil details with future submittals.
15. A Traffic signal will be installed as warranted and the off-site turn lanes and signals coming off the interstate will be completed prior to the first Certificate of Occupancy (CO).
16. Voluntarily committed to including HOA provision for 10% cap on rental units and that no one owner can own more than two units in the "For Sale" townhomes.

Waivers/Variances:

1. Planning Commission approved the request to deviate from maximum building height allowed within the CRC, CI and CMU districts from 35' to 70' or 6 stories. All areas of the PUD are within ½ mile of the Beckwith Road Interchange. Height exemption shall be for Office, Hotel or Multi-family uses.
2. Planning Commission approved the request to omit a portion of the required perimeter fence for Area D, on the east side of the site along the creek buffer and Area E on the West side along the creek buffer.
3. Planning Commission approved the Multi-Family Residential and the Senior Living building exterior façades to contain a minimum mix of 50% brick, 50% Hardy Plank. The use of vinyl is strictly prohibited.
4. Planning Commission approved the request to allow roof top mounted HVAC units within the multi-family portions of the development. All roof top mounted equipment will be screened with parapet walls or approved alternate.
5. Planning Commission approved the request to deviate from the sign ordinance to allow the building signage as shown on the attached building elevations (increased number of signs and size of signs)
 - Storage Facility: North Wall (150 sf) and East Wall (150 sf)
 - Bowling Alley: North Wall (500 sf) South Wall (100 sf) East Wall (500 sf) One large and one small. Variance to increase maximum size from 300 sf to 500 sf and number of permitted signs on one wall.
6. Planning Commission approved to allow offsite monument signage at locations shown on C2.01.
7. Planning Commission approved to allow project monument signage as shown on C4.01. Three (3) signs to be 25 ft tall, Three (3) signs to be 15 ft tall. To allow sign face area as shown C4.01.
8. Planning Commission approved to deviate from the Self Storage Supplemental Provisions to eliminate the requirement for an opaque barrier around the project site. All storage units

are contained within the single building, and therefore the building itself provides the screening.

9. Planning Commission approved to request to exceed the number of units permitted on a cul-de-sac within the townhomes area (Area E).

Engineering:

1. Applicant states that they have completed a flood study of this site. The City requires the flood study to be submitted to FEMA for approval based upon section 4.2, "*a flood study shall be required for areas outside the unnumbered A Zones, when the stream has a tributary area of one square mile or greater*"; According to StreamStats, the tributary (Sullivan Branch) has a watershed of 2.17 square miles.
2. Request updated sewer availability if not already requested.
3. A macerator for the site will be required for the multi-family portion of the development.
4. Construct boardwalk between Area C and Area E.
5. The updated traffic analysis still includes the Lowry property. The analysis needs to include only the trips generated by this site. The following additional traffic analysis is required:
 - a. Update the trip generation and compare to the original development
 - b. If the proposed PUD generates fewer trips than original, a memo outlining the new trips generated and assignment will be required.
 - c. If the proposed PUD generated more trips than the original, the full study shall be updated to include capacity analysis.
 - d. Regardless of trip generation, capacity analysis is required for the roundabout(s) within the development, including the optimal lane configurations.
6. Staff supports variance #9 with the caveat of 24' pavement width (excluding curb and gutter).
7. Provide specific land uses for each site.
8. Driveways on opposite sides of roadways shall align.
9. All driveways shall comply with TDOT's HSAM.
10. The access stubs connecting to parcels to the south shall match what is proposed in the Beckwith Business Park.
11. Transportation:
 - a. Construct an auxiliary lane from the I-40 westbound exit ramp to the primary access point including any required signal pole or utility relocation. Curb & gutter, grass strip, and stormwater collection shall be provided.
 - b. Construct a southbound right-turn lane onto the I-40 westbound entrance ramp. This lane shall be a maximum length of 400 feet including bay taper.
 - c. Reconfigure the existing intersection of Golden Bear Gateway and Beckwith Road into a right-in/right-out configuration. Extend the central median south to the I-40 westbound ramp intersection.
 - d. Provide landscaping with drip irrigation in the median island of Golden Bear Gateway in the area of the project.
 - e. Individual lot connections to Golden Bear Gateway are prohibited.
 - f. Provide a connection to the property to the west for future connectivity along the existing Old Beckwith Rd alignment.

- g. Configure the intersection of the new project roadway and Old Beckwith Road into a roundabout. The laneage of the roundabout is dependent on the traffic analysis to be provided.
 - h. Access to the commercial lots on the new project roadway shall be right-in/right-out only between Golden Bear Gateway and Old Beckwith Road. Provide a landscaped median island to restrict left-turns.
 - i. A traffic signal at the main project access to Golden Bear Gateway will be permitted as warranted. Traffic signal warrants shall be submitted with each site plan submittal. Once the property to the west is developed and Beckwith Road is aligned with Legacy Point Boulevard, the signal at the Golden Bear Place entrance may be reconfigured or removed by the City or others.
 - j. All public roadways to meet minor collector standards at a minimum.
 - k. 10' wide side paths shall be constructed in lieu of bicycle lanes along the collectors.
 - l. A 10' wide side path shall be constructed along the Golden Bear Gateway frontage including curb & gutter, grass strip, and stormwater collection.
 - m. The private roads within the townhomes section shall comply with the City's standard details and shall be classified based on ADT.
 - n. Provide enhanced pedestrian crossings between Areas A and D and Areas D and E.
 - o. Dedicate right-of-way north of the parking lot in Area A to connect Beckwith Road into a new connector road should the property to the west develop.
12. Construct a boardwalk between Area C and Area E.
 13. Access to the commercial sites within Area A shall be primarily from a shared access drive from Beckwith Road. This street shall extend to the parcel to the west. The driveway on the new collector road shall be right-in/right-out only.
 14. Area B shall have a maximum of 3 curb cuts.
 15. The driveways to Area C shall be right-in/right-out only if the driveways are aligned with the painted medians approaching the roundabout splitter islands.
 16. Provide curb extensions at three legged intersections where parallel parking spaces are provided in Area E. No parking shall be provided in the intersection.
 17. The two-way left-turn lane may not be transitioned into a through lane at the intersection of Beckwith Road and Old Beckwith Road. Additional width is needed for an exclusive left-turn lane.
 18. Remove the unneeded receiving lane on the new collector road at Golden Bear Gateway.
 19. All references to age restricted townhomes in Area E shall be removed.
 20. Stormwater Coordinator: Buffer signage needed at construction plan along buffers with no mow language.
 21. Stormwater Coordinator: Construction Plans – Tennessee Rule 0400-10-.04 required for water quality and quantity.
 22. 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.

WWUD:

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

Wilson County Schools:

1. No Comments

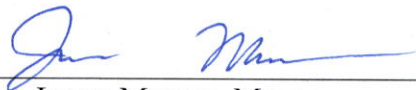
LEGAL DESCRIPTION – See Exhibit A.

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: 11/25/24

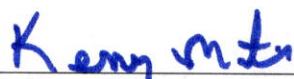

James Maness, Mayor

FIRST READING: 10/28/24

SECOND READING: 11/25/24

ATTEST:


Sheila S. Luckett, MMC
City Recorder


Kenny Martin, City Manager

APPROVED AS TO FORM:

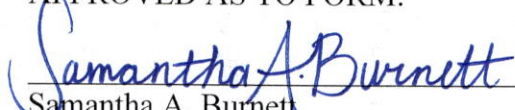
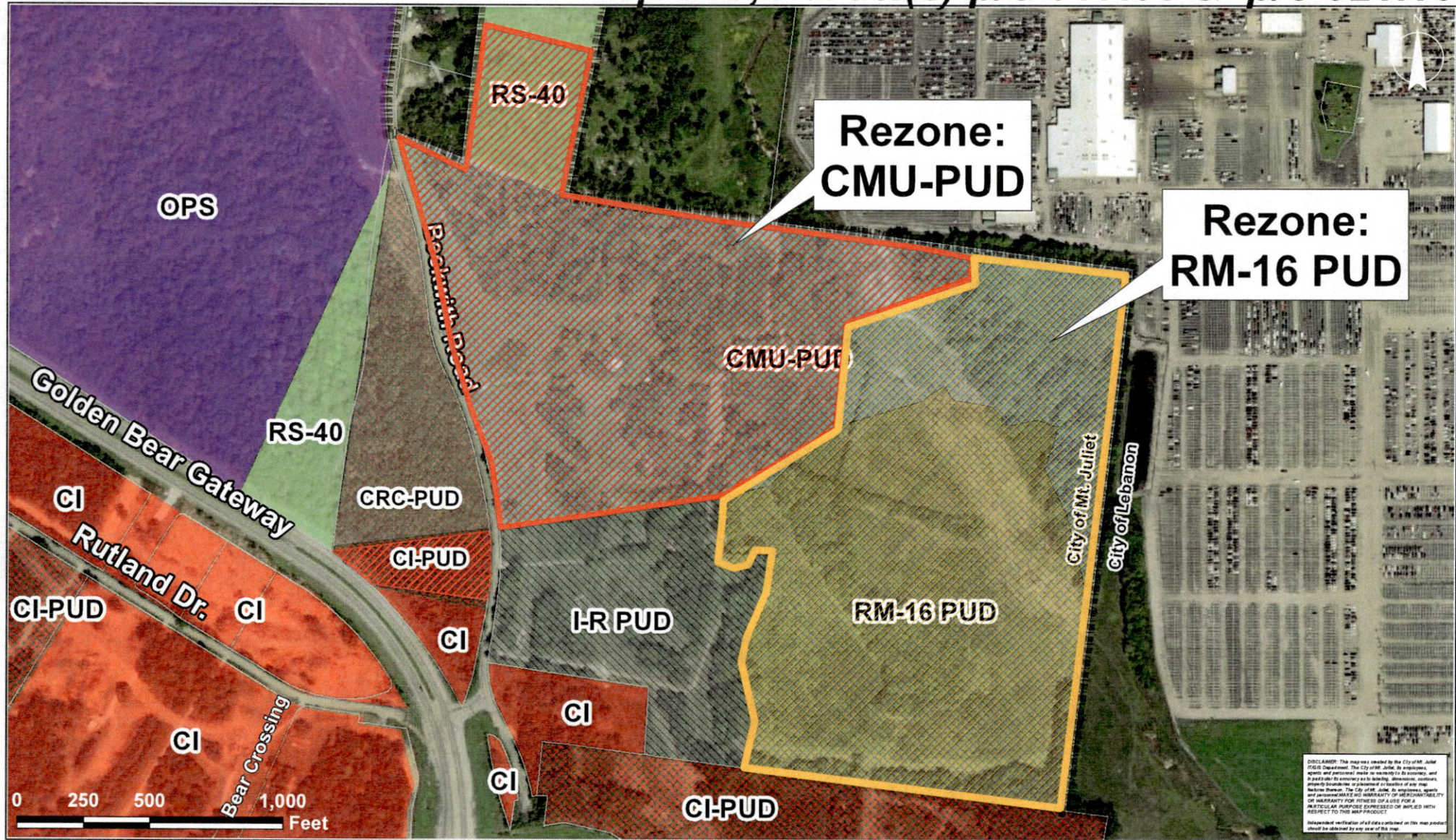

Samantha A. Burnett
City Attorney



Exhibit B

Golden Bear Place- Rezone Map 078, Parcel(s) p/o 017.01 & p/o 021.10





PUD Amendment





MEMORANDUM

Date: September 19, 2024

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Golden Bear Place
LUA, PUD Amendment
Map - 78
Parcel(s) – 21.10

Request: CSDG requests a Major PUD and Land Use amendment, due to the addition of 5.85 acres in the Northwest corner, to the original PUD, for Golden Bear Place (Formerly Gateway Business Parkway East and Beckwith Interchange Park) on Beckwith Road and Golden Bear Gateway. This request also removes area B from the PUD.

History: The property originally received PMDP approval in 2017 as Beckwith Interchange Park, a PUD with CI and CRC base zoning. Part of this amendment is due to the addition of 5.85 acres labeled as Area F. The request seeks to amend the land use plan from Interstate commercial to mixed use, and rezone from RS-40 to CMU-PUD. This will match the previously approved land use and zoning from the PMDP.

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
CSDG	Interstate Commercial	Mixed Use	RS-40	CMU-PUD

Future Land Use: The City's Future Land Use map identifies the proposed Northwest parcel as Interstate commercial. The request includes a Land Use amendment for an addition of 5.85 acres in the Northwest corner from Interstate Commercial to Mixed use that is consistent with the remainder of Area D. The future land use map, does not support this request, however in the original PUD, the land use amendment from Interstate commercial to mixed use was approved.

Zoning: The zoning is presently RS-40 for the additional 5.85 acres to add to the PUD. The rezone request of CMU-PUD will be consistent with the previously approved CMU zoning within the PUD.

Findings: In reviewing the requested zoning actions, staff finds that the request DOES NOT agree with all of the following findings, as contained in the zoning ordinance. The proposed rezone:

1. *IS in agreement with the general plan for the area, and*
2. *Does not contravene the legal purposes for which zoning exists, and*

3. *will have no adverse effect upon adjoining 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:

Location/History: This PUD received Preliminary Master Development Plan approval in 2017 under the name Beckwith Interchange Park. The current iteration of the PUD is located Northeast of Golden Bear Gateway with Beckwith Road traversing the western edge. This addition is for 5.85 acres on the Northwest corner of the PUD. The previously approved portion of Area B, has now been removed in it's entirety from the PUD.

Analysis: This request is a major modification to the original PUD. The proposal before us now will add 5.85 acres to the Northwest corner, due to the relocation of the age restricted multi-family portion of the development. The proposed Land use amendment from Interstate commercial to mixed use will match the previously approved Land use plan amendment for this area. The zoning request from RS-40 to CMU-PUD will allow for the new portion to match the current zoning previously approved in the PUD. The prior Area B will now be removed from the PUD. A summary:

Area A: CRC, 110,950 sf of hotel, retail, restaurant and gas station (5.98ac)

Area B: Restaurant, entire area removed from the PUD.

Area C: IR, 151,100 sf of Entertainment and amusement services, self service multi-story storage, general retail sales and services, community facilities building and amphitheater (9.67 ac)

Area D: CMU, 282 unit mixed use site (20.27 ac)

Area E: RM-16, 127 market rate townhomes (36.65 ac)

Area F: CMU 170 unit age restricted and assisted living (5.85 ac)

Phase one and Phase 2 include development of the mixed use site, area D.

Bulk Standards: All applicable standards shall apply and will be reviewed upon FMDP/Site Plan submittal.

6-104.1 Mixed-Use Regulations: Notes indicate 2.4 acres of area D will be dedicated to commercial use (10%). This has been increased from the previously approved 2.2 acres.

5-104.1 Multifamily Regulations: The mixed-use sites D and multifamily site E and F are subject to multi-family regulations. A note is provided indicating willingness to comply. Amenities proposed within areas D, E and F include pool, fitness center, clubhouse, dog park, game room, grills, pocket park and walking trail.

Parking: Notes are provided which indicate willingness to comply with the parking requirements for each base zoning district at FMDP/Site Plan submittal.

Landscaping: A full landscape plan will be required and reviewed upon each FMDP/Site Plan submittal. The location is part of the City's greenway plan. The PMDP includes a 10' paved trail along the general alignment of Sullivan Brach. Staff requests greenway connections to the two apartment sites. Landscape buffers are incomplete on the exhibit on sheet C2.01.

Waivers/Variances: **The following waivers/variances were approved during the previous amendment and will continue to apply to the entire PUD:**

1. Request to deviate from maximum building height allowed within the CRC, CI and CMU districts from 35' to 70' or 6 stories. All areas of the PUD are within ½ mile of the Beckwith Road Interchange. Height exemption shall be for Office, Hotel or Multi-family uses.
2. Request to omit a portion of the required perimeter fence for Area D, on the east side of the site along the creek buffer and Area E on the West side along the creek buffer.
3. Request to deviate from the material standards of Area D, E, and F to allow up to 30% secondary materials on each façade. Should a site wish to exceed 30% secondary material (if approved) they shall revisit BOC for PUD amendment.
4. Request to allow roof top mounted HVAC units within the multi-family portions of the development. All roof top mounted equipment will be screened with parapet walls or approved alternate.
5. Request to deviate from the sign ordinance to allow the building signage as shown on the attached building elevations (increased number of signs and size of signs)
Storage Facility: North Wall (150 sf) and East Wall (150 sf)
Bowling Alley: North Wall (500 sf) South Wall (100 sf) East Wall (500 sf) One large and one small. Variance to increase maximum size from 300 sf to 500 sf and number of permitted signs on one wall.
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7. To allow project monument signage as shown on C4.01. Three (3) signs to be 25 ft tall, Three (3) signs to be 15 ft tall. To allow sign face area as shown C4.01.
8. To deviate from the Self Storage Supplemental Provisions to eliminate the requirement for an opaque barrier around the project site. All storage units are contained within the single building, and therefore the building itself provides the screening.
9. Request to exceed the number of units permitted on a cul-de-sac within the townhomes area (Area E).

Summary: This major PUD amendment as submitted, is for the addition of the 5.85 acres in the Northwest Corner, to supplement the relocation of the Senior living facility from Area E to Area F.

The 5.85 acres, as shown under Area F, is identified as Interstate Commercial land use. Requested land use is Mixed Use, which the future land use plan does not support. However, under the previously approved PMDP, a Land Use amendment was requested and approved from Interstate Commercial to Mixed Use for the adjacent areas. The zoning request from RS-40 to CMU-PUD, will follow in concert with the prior approval.

Also, within this major amendment, Area B has been removed in its entirety from the PUD. And the street and access layout in Area F was modified as well.

Recommendation: Staff recommends a positive recommendation to the Planning Commission for the Land Use Amendment and rezone to the Board of Commissioners and subsequently the Preliminary Master Development Plan. Please include the following conditions in the recommendation:

Planning and Zoning:

1. Add note that all open space shall remain undeveloped.
2. The preliminary plat previously approved will need to be revised and reapproved.
3. Confirm the units in area E will be single family, if so, revise the base zoning to RS-10.
4. 4-114 and 5-104.1 shall be adhered to excepting any waivers granted by the BOC.
5. 6-104.1 shall be adhered to excepting any waivers granted by the BOC.
6. 6-103.7 shall be adhered to excepting any waivers granted by the BOC.
7. Provide decorative street lighting on black poles throughout the development.
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10. Staff may request additional amenities and enhancements at final master development plan submittal.
11. On sheet C4.01, correct spelling from "Mount" to "Mt." Juliet.
12. All conditional uses on C1.01 shall not be granted as permitted uses excepting assisted living in area F.
13. Identify the commercial component of Area D and F (CMU zoning). 25% commercial shall be provided. Green space shall not be included in the required commercial percentages.
14. Provide civil details with future submittals.

Engineering:

1. Applicant states that they have completed a flood study of this site. The City requires the flood study to be submitted to FEMA for approval based upon section 4.2, "*a flood study shall be required for areas outside the unnumbered A Zones, when the stream has a tributary area of one square mile or greater*"; According to StreamStats, the tributary (Sullivan Branch) has a watershed of 2.17 square miles.
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4. Construct boardwalk between Area C and Area E.
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 - a. Update the trip generation and compare to the original development
 - b. If the proposed PUD generates fewer trips than original, a memo outlining the new trips generated and assignment will be required.

- c. If the proposed PUD generated more trips than the original, the full study shall be updated to include capacity analysis.
 - d. Regardless of trip generation, capacity analysis is required for the roundabout(s) within the development, including the optimal lane configurations.
- 6. Staff supports variance #9 with the caveat of 24' pavement width (excluding curb and gutter).
- 7. Provide specific land uses for each site.
- 8. Driveways on opposite sides of roadways shall align.
- 9. All driveways shall comply with TDOT's HSAM
- 10. The access stubs connecting to parcels to the south shall match what is proposed in the Beckwith Business Park.
- 11. Transportation:
 - a. Construct an auxiliary lane from the I-40 westbound exit ramp to the primary access point including any required signal pole or utility relocation. Curb & gutter, grass strip, and stormwater collection shall be provided.
 - b. Construct a southbound right-turn lane onto the I-40 westbound entrance ramp. This lane shall be a maximum length of 400 feet including bay taper.
 - c. Reconfigure the existing intersection of Golden Bear Gateway and Beckwith Road into a right-in/right-out configuration. Extend the central median south to the I-40 westbound ramp intersection.
 - d. Provide landscaping with drip irrigation in the median island of Golden Bear Gateway in the area of the project.
 - e. Individual lot connections to Golden Bear Gateway are prohibited.
 - f. Provide a connection to the property to the west for future connectivity along the existing Old Beckwith Rd alignment.
 - g. Configure the intersection of the new project roadway and Old Beckwith Road into a roundabout. The laneage of the roundabout is dependent on the traffic analysis to be provided.
 - h. Access to the commercial lots on the new project roadway shall be right-in/right-out only between Golden Bear Gateway and Old Beckwith Road. Provide a landscaped median island to restrict left-turns.
 - i. A traffic signal at the main project access to Golden Bear Gateway will be permitted as warranted. Traffic signal warrants shall be submitted with each site plan submittal. Once the property to the west is developed and Beckwith Road is aligned with Legacy Point Boulevard, the signal at the Golden Bear Place entrance may be reconfigured or removed by the City or others.
 - j. All public roadways to meet minor collector standards at a minimum.
 - k. 10' wide side paths shall be constructed in lieu of bicycle lanes along the collectors.
 - l. A 10' wide side path shall be constructed along the Golden Bear Gateway frontage including curb & gutter, grass strip, and stormwater collection.
 - m. The private roads within the townhomes section shall comply with the City's standard details and shall be classified based on ADT.
 - n. Provide enhanced pedestrian crossings between Areas A and D and Areas D and E.
 - o. Dedicate right-of-way north of the parking lot in Area A to connect Beckwith Road into a new connector road should the property to the west develop.
- 12. Construct a boardwalk between Area C and Area E.

13. Access to the commercial sites within Area A shall be primarily from a shared access drive from Beckwith Road. This street shall extend to the parcel to the west. The driveway on the new collector road shall be right-in/right-out only.
14. Area B shall have a maximum of 3 curb cuts.
15. The driveways to Area C shall be right-in/right-out only if the driveways are aligned with the painted medians approaching the roundabout splitter islands.
16. Provide curb extensions at three legged intersections where parallel parking spaces are provided in Area E. No parking shall be provided in the intersection.
17. The two-way left-turn lane may not be transitioned into a through lane at the intersection of Beckwith Road and Old Beckwith Road. Additional width is needed for an exclusive left-turn lane.
18. Remove the unneeded receiving lane on the new collector road at Golden Bear Gateway.
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21. Stormwater Coordinator: Construction Plans – Tennessee Rule 0400-10-.04 required for water quality and quantity.
22. 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.

WWUD:

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

Wilson County Schools:

1. No Comments



Mt. Juliet, Tennessee

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

Staff Report

File #: 1446

Agenda Date: 11/10/2025

Agenda #: 9.C.

Title:

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

BE IT FURTHER ORDAINED

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

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

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

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 1120749

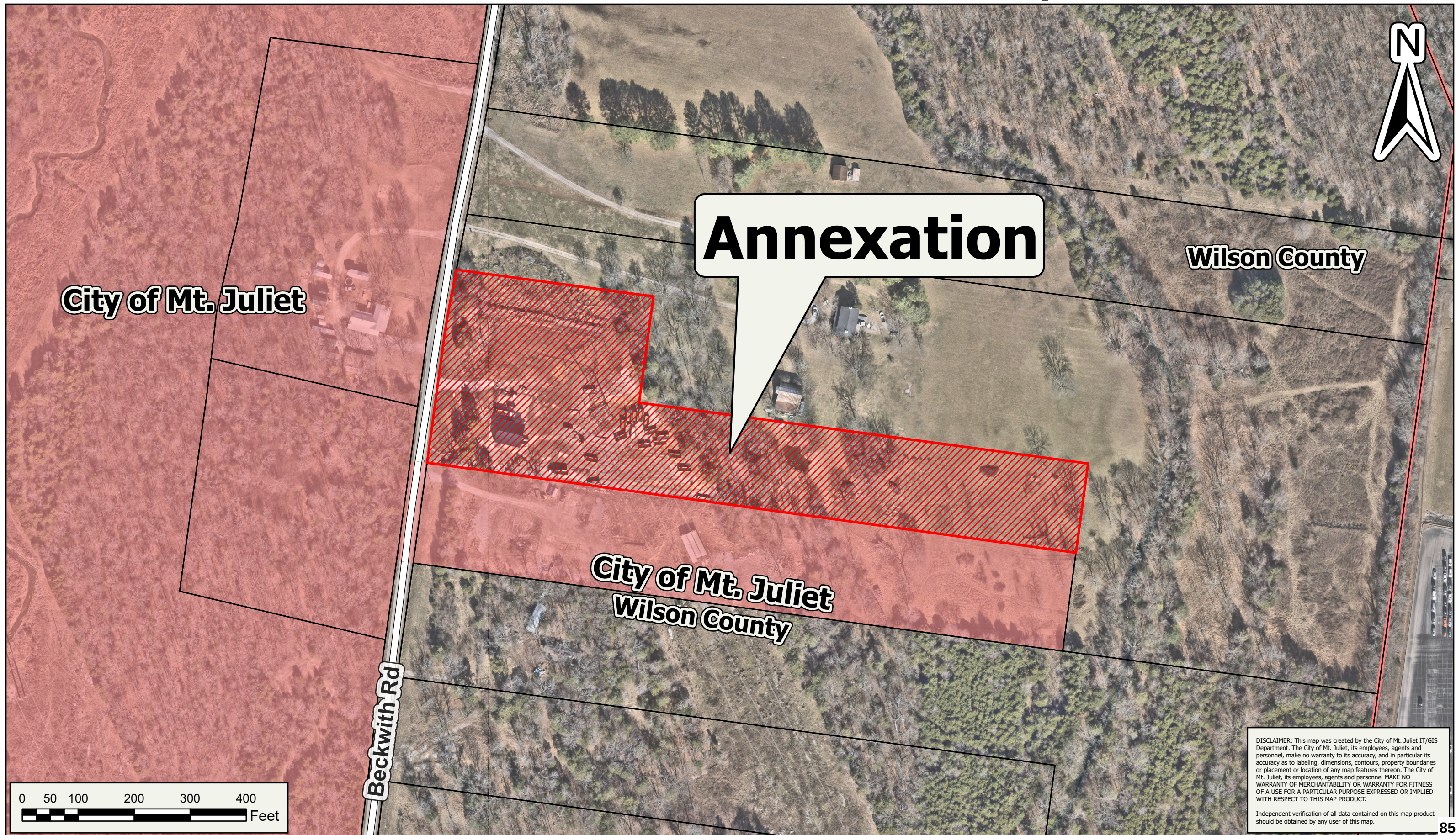
Land in the 24th Civil District of Wilson County, Tennessee, and being Tract No. 5, containing 5.21 acres, more or less, as shown on the survey of the "Monty Mires-Charles R. Custer," located on Beckwith Road, as shown on the survey of Hollis B. Petty, Surveyor No. 56, dated June 26, 1979 of record in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

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



Exhibit B- Annexation

3971 Beckwith Rd
Map 078, Parcel 021.06





MEMORANDUM

Date: October 16, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

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

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

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

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

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

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

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

Plan of Services: A plan of services is included.

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

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

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

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

Planning and Zoning:

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

RESOLUTION - 2025

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

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

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

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

A. Police:

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

B. Fire:

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

C. Water:

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

D. Sanitary Sewers:

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

RESOLUTION - 2025

E. Refuse Collection:

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

F. Public Streets:

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

G. Schools:

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

H. Inspection Services:

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

I. Planning:

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

RESOLUTION - 2025

J. Street Lighting

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

K. Recreation

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

L. Electrical Service

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

NOW THEREFORE BE IT RESOLVED:

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 #: 1447

Agenda Date: 11/10/2025

Agenda #: 9.D.

Title:

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

ORDINANCE NO. _____

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

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

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

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on _____, 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 5.21 acres of property located at 3971 Beckwith Road, map 078, parcel 021.06, from Wilson County R-1 to CI, Interchange Commercial.

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

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

Planning and Zoning:

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

LEGAL DESCRIPTION – See Exhibit A (attached)

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

BE IT FURTHER ORDAINED

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

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

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

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 1120749

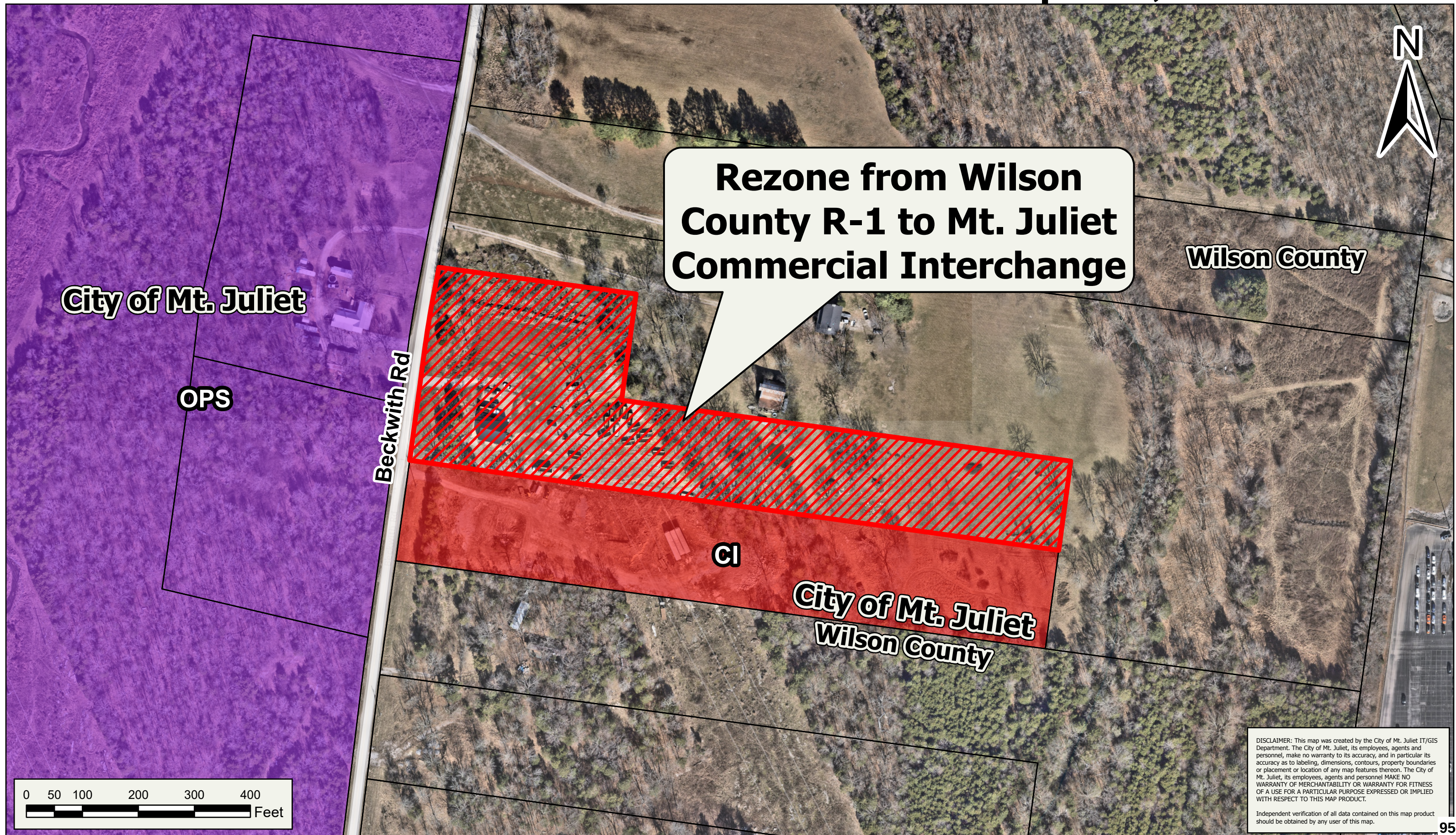
Land in the 24th Civil District of Wilson County, Tennessee, and being Tract No. 5, containing 5.21 acres, more or less, as shown on the survey of the "Monty Mires-Charles R. Custer," located on Beckwith Road, as shown on the survey of Hollis B. Petty, Surveyor No. 56, dated June 26, 1979 of record in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

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



Exhibit B- Rezone

3971 Beckwith Rd
Map 078, Parcel 021.06





MEMORANDUM

Date: October 16, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

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

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

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

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

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

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

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

Plan of Services: A plan of services is included.

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

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

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

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

Planning and Zoning:

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



Mt. Juliet, Tennessee

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

Staff Report

File #: 1444

Agenda Date: 11/10/2025

Agenda #: 9.E.

Title:

AN ORDINANCE TO REZONE APPROXIMATELY 4.86 ACRES OF PROPERTY KNOWN AS CHARLIES PLACE, LOCATED ON WEST CALDWELL STREET, MAP 072I, GROUP B, PARCELS 002.00 & 003.00, FROM RS-40 TO CTC-PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR A MIXED-USE DEVELOPMENT ON MAP 072I, GROUP B, PARCELS 001.01, 002.00, 003.00, 004.00 & 010.00.

ORDINANCE NO. _____

AN ORDINANCE TO REZONE APPROXIMATELY 4.86 ACRES OF PROPERTY KNOWN AS CHARLIES PLACE, LOCATED ON WEST CALDWELL STREET, MAP 072I, GROUP B, PARCELS 002.00 & 003.00, FROM RS-40 TO CTC-PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR A MIXED-USE DEVELOPMENT ON MAP 072I, GROUP B, PARCELS 001.01, 002.00, 003.00, 004.00 & 010.00

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 October 16, 2025, and forwarded a negative recommendation to the Board of Commissioners by a vote of (5-0-1) 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 known as Charlies Place, 4.86 acres located on West Caldwell Street, map 072I, group B, parcels 002.00 & 003.00 from RS-40 to CTC-PUD and to adopt the Preliminary Master Development Plan for a mixed use development on map 72I, group B, parcels 001.01, 002.00, 003.00, 004.00 & 010.00.

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 Charlies Place, 4.86 acres located on West Caldwell Street, map 072I, group B, parcels 002.00 & 003.00 from RS-40 to CTC-PUD and to adopt the Preliminary Master Development Plan for a mixed use development on map 72I, group B, parcels 001.01, 002.00, 003.00, 004.00 & 010.00, subject to the conditions below:

LEGAL DESCRIPTION – See Exhibit A (attached)

Section 2. The Preliminary Master Development Plan for Charlies Place (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. Mixed Use, Multi-Family and Commercial Design Standards shall be met, unless waivers/variances are granted.
2. All brick shall be clay, baked and individually laid.
3. All stone shall be individually laid.
4. Preserve as many existing trees as possible on the site.
5. Provide the address on the cover sheet.
6. Decorative trash cans and bicycle racks are required in logical locations throughout the PUD.
7. Dumpster enclosures shall meet the City's requirements, including a brick/stone enclosure to match the building, decorative metal gates and a pedestrian door.
8. Preserve all perimeter trees to utilize for buffers, supplemental plantings may be utilized.
9. Gas grilling areas shall be set in a stone base, benches, trash receptacles, bike rack and other required amenities for the apartments shall be identified on the FMDP and shall comply with codes.
10. All landscaping throughout the development shall be irrigated.
11. The proposed roof mounted HVAC equipment shall be screened from horizontal view via a parapet wall, per code.
12. All wall mounted mechanical and/or utility equipment shall be screened from horizontal view via a masonry wall.
13. All signposts, poles and bollards shall be powder coated black, channel posts are not permitted.
14. All parking lot and building mounted exterior lighting fixtures shall be decorative.
15. Provide extra/additional parking lot lighting throughout the development.
16. 7' wide sidewalks shall be provided along parking areas to accommodate vehicle overhang.
17. Wheel stops are not permitted.
18. Staff recommends considering a design update more conducive to the overall vintage feel of the existing buildings within the Sellars development located on both sides of N. Mt. Juliet Rd. and also inclusive of the downtown district.
19. Provide the location/area of the mail kiosk at site plan/final master development plan submittal.
20. Provide evidence from RJ Corman that indicates they are ok with using the railroad r-o-w for improvements.
21. Provide a sidewalk connection to 3rd Avenue.

Engineering:

1. The following variances are requested as part of the PMDP:
 - a. [Zoning 9-103.2] Request to reduce the required parking by 15% - SUPPORTED based on the shared parking analysis. No parking may be reserved for a single land use.
2. W. Caldwell Street shall be widened to at least 24' between N. Mt. Juliet Road and Third Avenue.
 - a. On-street parking may be constructed along the frontage. Spaces shall be 8' wide and 22' long, excluding the width of the gutter. The sidewalk adjacent to the spaces shall be 7' wide.

3. A sidewalk shall be constructed from the site frontage to N. Mt. Juliet Road. The crosswalk may cross to the north side of W. Caldwell St, however a RRFB is required for the midblock crossing.
4. A traffic signal is required at the intersection of N. Mt. Juliet Road and W. Caldwell St/E. Caldwell St. to provide safe egress from this development. This signal shall be installed and operation at the first CO.
 - a. This signal requires split phasing on the minor approaches due to the offset between approaches.
 - b. The signal shall be preempted for both the railroad crossing and MJFD vehicles.
 - c. A coordination and time of day plan shall be prepared and implemented for all signals between Curd Road and Old Lebanon Dirt Road prior to activating the new signal.
 - d. The existing southbound queues on N. Mt. Juliet Road back through the intersection. An additional signal is expected to exacerbate the queues.
 - e. Installation of the signal is subject to TDOT approval.
5. An eastbound left-turn lane shall be installed on W. Division St at Fourth Avenue. This turn lane shall include at least 50' of storage and appropriate tapers.
6. Landscaping plans shall be approved prior to the issuance of the Land Disturbance Permit.
7. ADA parking shall be provided for all buildings. A total of 8 ADA spaces are required, with each building requiring at least one van accessible space.
8. The crosswalk between building and the eastern sidewalk shall align with the sidewalk along the south face of the buildings.
9. Sidewalks adjacent to parking shall be at least 7' wide.
10. The driveways shall match the City's standard detail for non-residential driveways.
11. All pedestrian facilities shall be ADA compliant.
12. Sidewalks are required along the Third Ave frontage.
13. Provide written confirmation from RJ Corman that parking and stormwater runoff is allowed to encroach on the railroad ROW before project is presented before the BOC.
14. Grinder systems or on-site step systems will not be allowed for this development.
15. 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.
16. All sewer main (minus laterals) shall be public and within a 20' (minimum) easement.
17. A macerator will be required for this development.
18. Onsite sewer routing has been established. The developer will continue to coordinate with staff to adjust the sewer service for the homes on W Caldwell Street.
19. Pool shall drain into the stormwater system.
20. Stormwater Coordinator: Building and dumpster pad proposed locations are currently occupied by a pond and water quality unit that have an active long-term maintenance agreement in place. The developer shall adjust the maintenance agreement as changes to existing infrastructure are made.

WWUD:

1. There are no water lines shown.

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

BE IT FURTHER ORDAINED

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

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

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

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Legal Descriptions for Charlies Place

2236 & 2250 N Mt. Juliet Rd.

TRACT 1: Being a tract or parcel of land located and situated in the town of Mt. Juliet, First (1st) Civil District of Wilson County, Tennessee, as follows:

NORTH: McCorkle; EAST: Oakland Avenue; SOUTH: McCord and Nashville and Eastern Railroad Authority; WEST: McCorkle, containing 1.0 acres more or less. Included within the above-referenced description but excluded from the above referenced legal as the result of a prior conveyance by Mt. Juliet Funeral Home, Inc. to the City of Mt. Juliet, Tennessee, of record in Book 1198, Page 1478, Register's Office for Wilson County, Tennessee is the following:

BEGINNING at a point on the western present right of way of State Route 171 (Mt. Juliet Road), said point located on the southeastern corner of the property owned, the common corner with property owned by James T. McCord, Jr. and Helen M. McCord, of record in Book 393, Page 16, Register's Office for Wilson County, Tennessee, and being 44 feet, more or less, left of State Route 171 (Mt. Juliet Road) survey centerline station 135+58, more or less; thence north 75 deg. 07 min. 19 sec. west along the common line, and being 2.11 feet to a point on the common line, said point also located on the western proposed right of way of State Route 171 (Mt. Juliet Road), and being 46.00 feet left of State Route 171 (Mt. Juliet Road) survey centerline station 135+60.80; thence northeasterly with a curve to the left having a radius of 11,413.16 feet along the proposed right of way of State Route 171 (Mt. Juliet Road), an arc length of 164.44 feet to a point located on the northern line of the property owned, the common line with property owned by J. H. McCorkle and Mildred S. McCorkle, of record in Book 120, Page 447, Register's Office for Wilson County, Tennessee, and being 46.00 feet left of State Route 171 (Mt. Juliet Road) survey centerline station 137+25.91; thence south 76 deg. 45 min. 20 sec. east along the common line, and being 2.12 feet to a point on the northeastern corner of the property owned, the common corner with property owned by J. H. McCorkle and Mildred S. McCorkle, said point also located on the western present right of way of State Route 171 (Mt. Juliet Road), and being 44 feet, more or less, left of State Route 171 (Mt. Juliet Road) survey centerline station 137+24, more or less; thence south 07 deg. 20 min. 59 sec. west along the present right of way of State Route 171 (Mt. Juliet Road) and being 164.50 feet to the point of beginning, containing 313 square feet, more or less.

Being the same property conveyed to City of Mt. Juliet, Tennessee by deed from H & F, Inc., a Tennessee for profit corporation, dated January 4, 2013, of record in Book 1523, Page 2026, Register's Office for Wilson County, Tennessee.

TRACT 2: Being a parcel of land located in the 1st Civil District of Wilson County, Tennessee, described as Map 721, Group B, Parcel 10.00 and located on North Mt. Juliet Road, Mt. Juliet, Tennessee.

Being a parcel of land containing 1.71 acres, more or less, as shown on the Boundary Survey of the Estates of James H. McCorkle and wife, Mildred S. McCorkle, of record in Plat Book 21, Page 800, Register's Office for Wilson County, Tennessee.

Included but excluded herefrom is the property described in the Agreed Order of Possession of record in Book 1176, Page 2181, Register's Office for Wilson County, Tennessee.

Being the same property conveyed to the City of Mt. Juliet a body politic by deed from Charles Lee McCorkle and Linda McCorkle Eakes, dated May 2, 2014, of record in Book 1591, Page 121, Register's Office for Wilson County, Tennessee. This conveyance is subject to all restrictions and easements of record, or which a visual inspection of the property would reveal, including Agreement for Dedication of Easement for Public Utilities to the City of Mt. Juliet of record in Book 1198, Page 1480; Right of Way Easement to the City of Mt. Juliet of record in Book 1198, Page 1478; Agreed Order of Possession and any and all easements to the City of Mt. Juliet of record in Book 1176, Page 2181; easements, covenants conditions and all matters and notes as shown on the plan of record in Plat Book 21, Page 800, Register's Office for Wilson County, Tennessee.

This is the same description as in previous deed of record.

49 W. Caldwell:

TRACT 1: 49 West Caldwell Street

Being a tract or parcel of land situated and lying in the First Civil District of Wilson County, Tennessee, as shown on the Plat Entitled "Survey of the Loyd Estes Estate" of record in Plat Book 17, Page 324, Register's Office for Wilson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to Richard Miles and wife, Sloan Miles by Warranty Deed from Terry Glen Taylor and wife, Angela Michelle Taylor, dated August 30, 2006, of record in Book 1202, Page 1655, Register's Office for Wilson County, Tennessee.

This conveyance is subject to all restrictions and easements of record, or which a visual inspection of the property would reveal; easements, covenants conditions and all matters and notes as shown on the plan of record in Plat Book 17, Page 324, Register's Office for Wilson County, Tennessee.

This is the same description as in previous deed of record.

51 W. Caldwell:

A certain tract or parcel of land in Wilson County, State of Tennessee, described as follows to-wit:

Beginning in the center of street, Everettes Northwest corner thence in a Southward direction 456 feet to R.W. North line thence in a Westward direction 321 1/2 ft. to C.B. Smith Southeast corner; thence in a Northward direction 137 ft. to an iron pin thence in an eastern direction 30 ft. to an iron pin, thence in a Northward direction 210.0 ft. to an iron pin, in center of Street thence in an eastern direction with Street 217.8 feet to the beginning.

Being the same property conveyed to Brenda J. Stewart by deed from Marvin W. Brown, dated February 9, 2004, of record in Book 1036, Page 426. (1/5 interest), by deed from Robert Barrett and wife Kay Barrett, dated February 6, 2004, of record in Book 1036, Page 424. (1/5 interest), by deed from Gary Barrett and wife, Sheilah M. Barrett, dated February 6, 2004, of record in Book 1036, Page 420. (1/5 interest), by deed from Clayton Barrett-Smith and wife, Gina Lynne Barrett-Smith, dated February 10, 2004, of record in Book 1036, page 422 (1/5 interest), Register's Office for Wilson County, Tennessee.

This conveyance is subject to all restrictions and easements of record, or which a visual inspection of the property would reveal, including restrictive covenants of record; easements, covenants conditions and all matters and notes as shown on the plan of record, Register's Office for Wilson County, Tennessee.

This is the same description as in previous deed of record.

53 W. Caldwell:

Beginning in center of School Street at Vester C. Locks northeast corner; thence North 87 degrees East 210 feet to a point in the center of said street; thence South 11 3/4 degrees West 210 feet with A.J. Bixlers West boundary line to a point, thence West 30 feet to a point of A.J. Bixlers North boundary line, thence South with A.J. Bixlers West boundary line to the right of way T.C.R.R.; thence with said R.R. Right of Way line to Vester C. Locks southeast corner; thence North 11 3/4 degrees East to the beginning.

Containing two acres more or less, and bounded as follows: North by School Street, East by A.J. Bixler, South by T.C. R.R. right of way, West by Vester C. Lock, and is the same property conveyed to C.B. Smith and wife, Minnie Radford Smith, by deed of L.E. Atkinson and wife, Lutie D. Atkinson, of record in Deed Book 107, Page 213, in Register's Office, Wilson County, Tennessee. Being in the First Civil District of Wilson County, Tennessee.

Included in this deed is a parcel of land on East side of this property 30 feet wide beginning in Center of School Street, thence South 11 3/4 degrees West with A.J. Bixlers West boundary line 210 feet; being a part of the land conveyed to C.B. Smith and wife, Minnie R. Smith, by T.L. Clemmons and C.M. Willis, by deed recorded in Deed Book 122, Page 59, Register's Office, Wilson County, Tennessee. Being the same property conveyed to Glespie C. Smith and wife, Iva Nell Smith, by deed from Charles H. Smith, Administrator of Estate of Minnie Radford Smith, dated October 22, 1966, of record in Deed Book 175, Page 393. Iva Nell Smith devised property to her children, Stephen C. Smith and Janie S. Newman in her will, probated October 15, 2015, of record in Book 1666, Page 211, Register's Office for Wilson County, Tennessee.

This conveyance is subject to all restrictions and easements of record, or which a visual inspection of the property would reveal, including restrictive covenants of record; easements, covenants conditions and all matters and notes as shown on the plan of record, Register's Office for Wilson County, Tennessee.

This is the same description as in previous deed of record.

60 3rd Ave N:

BEGINNING at a point in the center of the Tennessee Central Railroad right of way 12 feet from Howard Tomlinson's east boundary line and running north 130 feet thence east 187 feet thence south with C.B. Smith's line 130 feet to the center of said railroad right of way, thence with the center of said railroad right of way to the point of BEGINNING and bounded generally on the north by Jennings; east by C.B. Smith; south by Tennessee Central Railroad right of way and west by street.

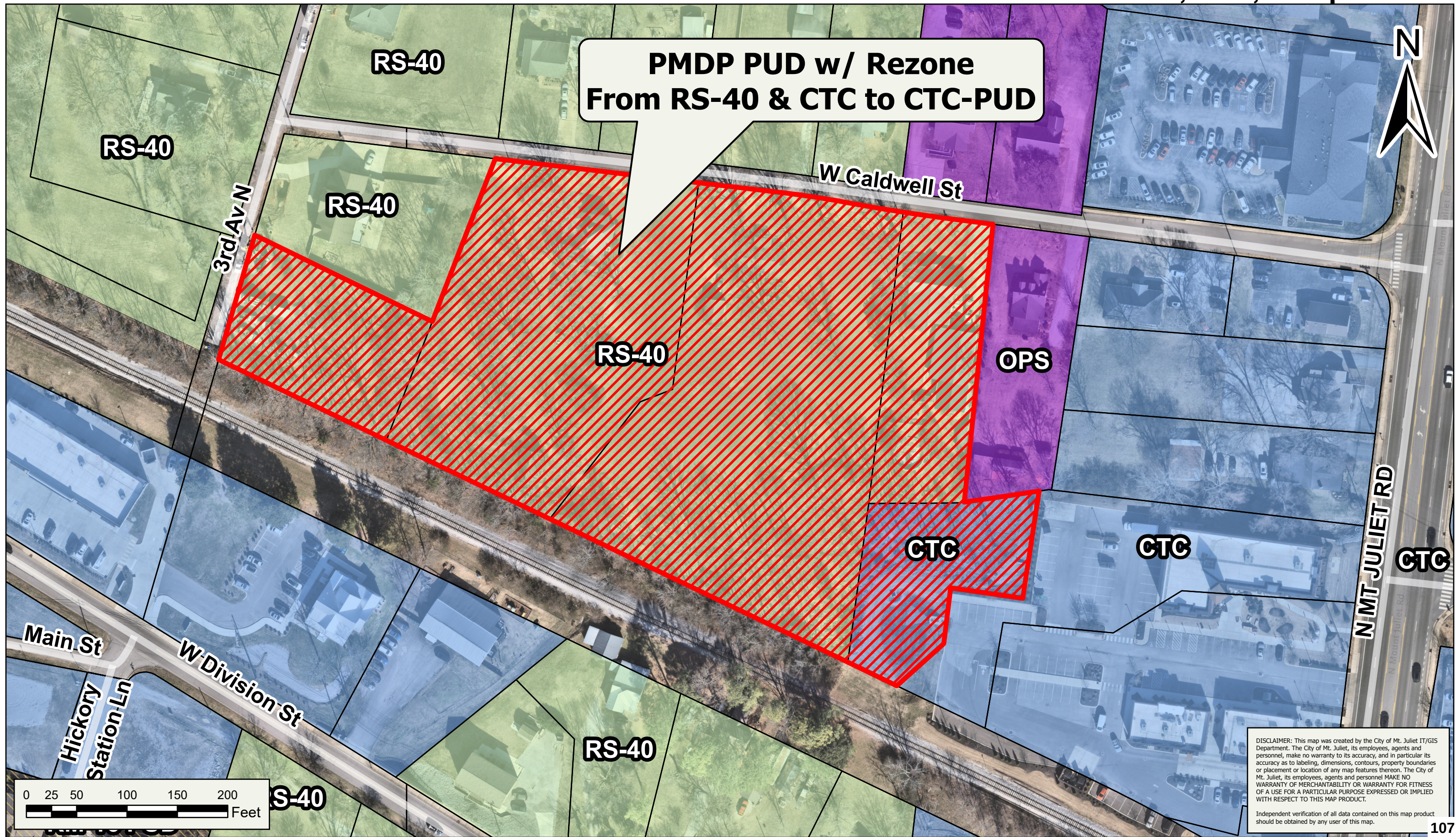
Being the same property conveyed to Alan Gamble, unmarried by deed from Anthony C. Sparkman and Amanda Sparkman, dated June 25, 2018 and recorded on June 27, 2018 in Book 1829, Page 2358, in the Register's Office for Wilson County, Tennessee.

This is improved property known as 60 3RD Avenue North, Mt. Juliet, TN 37122.



Exhibit B- PMDP PUD w/ Rezone

Charlie's Place
Map 072I, Group B, Parcels 1.01, 2.00,
3.00, 4.00, and p/o 10.00





MEMORANDUM

Date: October 16, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Charlie's Place
RZ, PMDP-PUD
Map – 072I
Parcel(s) – 001.01, 002.00, 003.00, 004.00 & 010.00

Request: Lose Design on behalf of their client, Misson Development, is seeking preliminary master development plan/PUD and rezone approval for Charlie's Place, a mixed-use development incorporating parcels on both W. Caldwell and N. Mt. Juliet Rd.

History: This PUD will be incorporating the development previously known as Sellars Station 2, that will now include a residential mixed-use component on the northeastern corner of the property that will include apartments and commercial units. The additional buildings and parcels to be included in this project, were previously approved site plans, under Sellars Station 2, Phases 1 and 2. Phase 1 includes the Christmas Place, and Phase 2, which included the 3 additional retail buildings that currently house Dunkin Donuts, Jeremiah's and additional available suites. These 2 phases will now be incorporated within the requested Charlie's Place PUD.

The total site acreage incorporating the existing parcels in Phase 1 & Phase 2 will now be over 9.00 acres, with the new addition will include 4.86 acres.

Land Use: The future land use plan identifies the area as mix of both neighborhood commercial and town center. The requested rezone to CTC with a PUD overlay is consistent with the future land use and therefore does not require a land use amendment.

Zoning: The base zoning for the existing phases, 1 & 2 are CTC, and the requested zoning for the new parcels to be incorporated is RS-40. It is worth noting that the area included in the rezone request has been within a predominantly residential area, however, as previously noted, this area and corridor is shown as neighborhood commercial, and the rezone is consistent with the future land use plan.

Bulk Standards: The site data table identifies setbacks as 0' front, 10' side and 20' rear. There is a variance requested for the 0' front setback due to the building location being pushed along the roadway, and the parking in the rear of the parcel. The maximum building height is 35' for CTC zoning, however the applicant is requesting a variance for a maximum building height of 64' and/or 5 stories for the multi-use residential area. In accordance with the regulations, buildings in

excess of 35' near the Town Center (downtown area), and buildings located within ½ mile of the existing Music City Star rail station, and zoned commercial, may exceed the 35 feet height limit as contained in table 6-103A as follows:

- A. In no case shall any building exceed a height of 50 feet or four stories, whichever is less; and
- B. This height exemption shall be for office, retail, educational, multi-family and transient habitation (hotel) uses only.

While the proposed buildings meet within the location (Town Center) and mileage (1/2 mile of the music city star), they will still exceed the maximum height allowance of 50 ft and/or four stories and will require the approval of the variance. If a variance is not granted by the Planning Commission and Board of Commissioners, all bulk standards applicable to the CTC district shall be adhered to.

The residential density is requested at 25 units/acre, which is considerably more than the maximum (4.5 upa), therefore a variance is being requested by the applicant. Two mixed-use buildings are being proposed, with a request of 64' and/or 5 stories, that will incorporate 220 residential units and 11,889.50 square feet of commercial space. There will also be one additional commercial building, of 3,150 square feet as well.

The maximum building lot coverage allowed is 50% (4.5 ac). With the existing buildings consisting of 0.48 ac, and the addition of the mixed-use structures (1.16 ac), this will increase the total lot coverage to 18.2% (1.64 acres) which is well below the maximum allowable. The site will also still maintain a maximum impermeable surface ratio (70%/6.3 ac) below at 57%/5.13 acres.

6-104.1 Mixed Use Guidelines: Ten percent (10% min. required) commercial area is required for mixed use development. The plans indicates only 5% for the additional commercial area to be incorporated of which is approximately 15,039.50 sf. Under the regulations, the PUD will require a minimum of 10% for all commercial uses of the total devoted site to be met, and this must be calculated with the combined phases by FMDP. All other requirements of 6-104.1 shall be met. The 10% minimum will be met once the exiting development is combine with this development into one PUD.

5-104 (Zoning) and 4-114 (Subdivision Regulations) Multifamily Guidelines: The applicant is requesting a variance for the minimum playground area of 30,800 sf (100 sf per bedroom requirement) and are requesting a maximum 3,500 sf playground. Proposed amenities include a clubhouse, pool, exterior seating, and a playground area. A 2,000 sf or larger clubhouse and playgrounds (100 sf per bedroom) is required for multi-family development. The plans identify the clubhouse as 2,000 sf as required but call out the variance for the 3,500 sf playground area. The pool is shown at approximately 1,500 sf.

Decorative trash cans and bicycle racks are required in logical locations throughout the development. Although it is not shown on the plans provided, all HVAC shall be roof top mounted and fully screened for horizontal view.

Parking: The parking provided (434 spaces, 375 residential and 60 commercial) is below the required minimum for the residential (375), however there will be adequate and excess parking

provided throughout the PUD development. The dimensions of all spaces and drive aisles shall comply with code requirements. Wheel stops shall not be used. Bicycle parking will be required, per code, at site plan/final master development plan submittal.

Street and Pedestrian Connectivity: Access is via N. Mt. Juliet Rd. and, also along W. Caldwell. A complete internal sidewalk network is provided, with connections throughout the development for connectivity to both W. Caldwell and N. Mt. Juliet Rd.

Landscaping: Landscape plans will be submitted and reviewed at site plan/final master development plan submittal, should this preliminary master development plan be approved. Staff requests that as many trees as possible be saved on site.

Waivers/Variances: The applicant is requesting the following variances.

1. Max Building height at 64' and/or 5 stories. STAFF SUPPORTS. The current maximum height allowed within the downtown/music city star corridor is currently 55', however there is pending legislation regarding increasing the overall height restrictions.
2. Front Setback – 0'. The required setback for this zoning is 30' in the front, of which will face and front on W. Caldwell. The intent is to push the front of the buildings to the property line and have all parking placed in the rear of the buildings in a centralized location for the entire PUD. This also will enhance the streetscape. STAFF SUPPORTS.
3. Density- 25 units/acre. STAFF SUPPORTS due to the location within the downtown core/Music City Station corridor.
4. Parking - 375 spaces provided, 434 required. STAFF SUPPORTS. Due to the inclusion of the additional parcels, there will be adequate shared and overflow parking.
5. The buildings will not be 100% masonry. The request is for 60% masonry and 40% secondary materials. STAFF SUPPORTS, but the specific type of secondary and location must be provided with site plan/final master development plan submittal.
6. Playground area to be 3,500 sf. STAFF SUPPORTS due to the excessive playground square footage requirement of 100 sf per bedroom which would be approximately 30,800 sf. The development is providing additional amenities, in way of a large clubhouse and pool area.

Summary: The rezone request to CTC with a PUD overlay is consistent with the future land use and the desire to promote a more walkable downtown district. This also is a nice example of transit-oriented development given the proximity to the train station. This development will incorporate the previously approved Sellars Station Phase 1 and 2 parcels into a single PUD, so this will be a true mixed-use project.

Recommendation: Staff recommends forwarding this rezone and preliminary master development plan PUD request to the Board of Commissioners with a positive recommendation, subject to the following conditions:

Planning and Zoning:

1. Mixed Use, Multi-Family and Commercial Design Standards shall be met, unless waivers/variances are granted.
2. All brick shall be clay, baked and individually laid.
3. All stone shall be individually laid.
4. Preserve as many existing trees as possible on the site.

5. Provide the address on the cover sheet.
6. Decorative trash cans and bicycle racks are required in logical locations throughout the PUD.
7. Dumpster enclosures shall meet the City's requirements, including a brick/stone enclosure to match the building, decorative metal gates and a pedestrian door.
8. Preserve all perimeter trees to utilize for buffers, supplemental plantings may be utilized.
9. Gas grilling areas shall be set in a stone base, benches, trash receptacles, bike rack and other required amenities for the apartments shall be identified on the FMDP and shall comply with codes.
10. All landscaping throughout the development shall be irrigated.
11. The proposed roof mounted HVAC equipment shall be screened from horizontal view via a parapet wall, per code.
12. All wall mounted mechanical and/or utility equipment shall be screened from horizontal view via a masonry wall.
13. All signposts, poles and bollards shall be powder coated black, channel posts are not permitted.
14. All parking lot and building mounted exterior lighting fixtures shall be decorative.
15. Provide extra/additional parking lot lighting throughout the development.
16. 7' wide sidewalks shall be provided along parking areas to accommodate vehicle overhang.
17. Wheel stops are not permitted.
18. Staff recommends considering a design update more conducive to the overall vintage feel of the existing buildings within the Sellars development located on both sides of N. Mt. Juliet Rd. and also inclusive of the downtown district.
19. Provide the location/area of the mail kiosk at site plan/final master development plan submittal.
20. Provide evidence from RJ Corman that indicates they are ok with using the railroad r-o-w for improvements.
21. Provide a sidewalk connection to 3rd Avenue.

Engineering:

1. The following variances are requested as part of the PMDP:
 - a. [Zoning 9-103.2] Request to reduce the required parking by 15% - SUPPORTED based on the shared parking analysis. No parking may be reserved for a single land use.
2. W. Caldwell Street shall be widened to at least 24' between N. Mt. Juliet Road and Third Avenue.
 - a. On-street parking may be constructed along the frontage. Spaces shall be 8' wide and 22' long, excluding the width of the gutter. The sidewalk adjacent to the spaces shall be 7' wide.
3. A sidewalk shall be constructed from the site frontage to N. Mt. Juliet Road. The crosswalk may cross to the north side of W. Caldwell St, however a RRFB is required for the midblock crossing.
4. A traffic signal is required at the intersection of N. Mt. Juliet Road and W. Caldwell St/E. Caldwell St. to provide safe egress from this development. This signal shall be installed and operation at the first CO.

- a. This signal requires split phasing on the minor approaches due to the offset between approaches.
 - b. The signal shall be preempted for both the railroad crossing and MJFD vehicles.
 - c. A coordination and time of day plan shall be prepared and implemented for all signals between Curd Road and Old Lebanon Dirt Road prior to activating the new signal.
 - d. The existing southbound queues on N. Mt. Juliet Road back through the intersection. An additional signal is expected to exacerbate the queues.
 - e. Installation of the signal is subject to TDOT approval.
5. An eastbound left-turn lane shall be installed on W. Division St at Fourth Avenue. This turn lane shall include at least 50' of storage and appropriate tapers.
 6. Landscaping plans shall be approved prior to the issuance of the Land Disturbance Permit.
 7. ADA parking shall be provided for all buildings. A total of 8 ADA spaces are required, with each building requiring at least one van accessible space.
 8. The crosswalk between building and the eastern sidewalk shall align with the sidewalk along the south face of the buildings.
 9. Sidewalks adjacent to parking shall be at least 7' wide.
 10. The driveways shall match the City's standard detail for non-residential driveways.
 11. All pedestrian facilities shall be ADA compliant.
 12. Sidewalks are required along the Third Ave frontage.
 13. Provide written confirmation from RJ Corman that parking and stormwater runoff is allowed to encroach on the railroad ROW before project is presented before the BOC.
 14. Grinder systems or on-site step systems will not be allowed for this development.
 15. 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.
 16. All sewer main (minus laterals) shall be public and within a 20'(minimum) easement.
 17. A macerator will be required for this development.
 18. Onsite sewer routing has been established. The developer will continue to coordinate with staff to adjust the sewer service for the homes on W Caldwell Street.
 19. Pool shall drain into the stormwater system.
 20. Stormwater Coordinator: Building and dumpster pad proposed locations are currently occupied by a pond and water quality unit that have an active long-term maintenance agreement in place. The developer shall adjust the maintenance agreement as changes to existing infrastructure are made.

WWUD:

1. There are no water lines shown.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1174

Agenda Date: 11/10/2025

Agenda #: 9.F.

Title:

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 39.34 ACRES, PROPERTY LOCATED AT 5025 OLD LEBANON DIRT ROAD, MAP 077, PARCELS 001.00 & 001.03, 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 39.34 ACRES, PROPERTY LOCATED AT 5025 OLD LEBANON DIRT ROAD, MAP 077, PARCELS 001.00 & 001.03, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of October 16, 2025, and forwarded a positive recommendation (Vote 4-1-1) 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 _____; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to annex the subject property of approximately 39.34 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 _____, 2024 as follows:

Section 1. – ANNEXATION. The property described herein below and as shown and further described on Exhibit B attached hereto, is hereby annexed into the City of Mt. Juliet. The annexed land will be subject to the provisions and requirements of Ordinance 2001-29 as amended (Mt. Juliet Zoning Ordinance) and all other applicable ordinances, rules and regulations of the City of Mt. Juliet.

Section 2. – PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and received a positive recommendation with a vote of (4-1-1) in a regular meeting to be held on October 16, 2025.

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

BE IT FURTHER ORDAINED

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

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

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

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Luckett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description

AS SURVEYED PERIMETER DESCRIPTION:

THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE 1ST CIVIL DISTRICT OF WILSON COUNTY TENNESSEE, BEING THAT CERTAIN PARCEL OF LAND CONVEYED TO GLORIA MULLINS ET AL, SANDRA VAUGHT, HOLLY YELTON AND KELLY COOK, OF RECORD PER DEED BOOK 1720, PAGE 532, REGISTER'S OFFICE OF WILSON COUNTY TENNESSEE (R.O.W.C.T.), BEING BOUNDED ON THE NORTH BY THE EAST DIVISION STREET RIGHT-OF-WAY, A VARYING WIDTH RIGHT-OF-WAY (FORMERLY THE TENNESSEE CENTRAL RAILROAD RIGHT-OF-WAY), ON THE EAST BY D&M STRATEGIC, OF RECORD PER DEED BOOK 2111, PAGE 581 (R.O.W.C.T.), ON THE SOUTH BY THE OLD LEBANON DIRT ROAD RIGHT-OF-WAY, A VARYING WIDTH RIGHT-OF-WAY, AND ON THE WEST BY GLORIA M. MULLINS, TRUSTEE OF THE MULLINS REVOCABLE TRUST OF RECORD PER DEED BOOK 1675, PAGE 2328 (R.O.W.C.T.), THE PERIMETER OF SAID PARCEL BEING DESCRIBED ACCORDING TO A SURVEY PREPARED BY MARK HERRICK, RLS NO. 3356 WHOSE ADDRESS IS RAGAN SMITH ASSOCIATES, 315 WOODLAND STREET, NASHVILLE, TENNESSEE 37206, TELEPHONE NUMBER 615-244-8591 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT AN IRON ROD (OLD) WITH CAP STAMPED "CROCKETT" IN THE NORTHERLY RIGHT-OF-WAY LINE OF THE OLD LEBANON DIRT ROAD, A VARYING WIDTH RIGHT-OF-WAY, BEING THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN SAID DEED BOOK 1675, PAGE 2328 (R.O.W.C.T.) AND BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN SAID DEED BOOK 1720, PAGE 532 (R.O.W.C.T.) AND THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE, ALONG THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL AS DESCRIBED IN SAID DEED BOOK 1720, PAGE 532 AND THE EASTERLY BOUNDARY OF THAT CERTAIN PARCEL AS DESCRIBED IN SAID DEED BOOK 1675, PAGE 2328 (R.O.W.C.T.) THE FOLLOWING FOUR (4) COURSES:

1. NORTH 09 DEGREES 51 MINUTES 50 SECONDS EAST, 184.96 FEET TO A METAL FENCE POST;
2. THENCE NORTH 09 DEGREES 12 MINUTES 13 SECONDS EAST, 65.02 FEET TO AN IRON ROD (OLD);
3. THENCE SOUTH 80 DEGREES 21 MINUTES 24 SECONDS EAST, 120.00 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "CROCKETT";
4. THENCE NORTH 09 DEGREES 35 MINUTES 28 SECONDS EAST, 1007.90 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST DIVISION STREET (FORMERLY THE TENNESSEE CENTRAL RAILROAD RIGHT-OF-WAY), SAID SOUTHERLY RIGHT-OF-WAY LINE BEING A 30-FOOT HALF WIDTH AS SHOWN ON THAT CERTAIN PLAT ENTITLED "FINAL SUBDIVISION PLAN OF SECTION ONE MAC MEADOWS" OF RECORD PER PLAT BOOK 16, PAGE 309 (R.O.W.C.T.) AND BEING MARKED BY AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN-SMITH ASSOC";

THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 65 DEGREES 00 MINUTES 06 SECONDS EAST, PASSING THROUGH CONCRETE MONUMENTS (OLD) AT 65.22 FEET, 190.39 FEET, 675.83 FEET AND 1050.79 FEET FOR AN ALL IN TOTAL DISTANCE OF 1058.79 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN-SMITH ASSOC";
2. THENCE SOUTH 68 DEGREES 19 MINUTES 44 SECONDS EAST, PASSING THROUGH A CONCRETE MONUMENT (OLD) AT 242.22 FEET FOR AN ALL IN TOTAL DISTANCE OF 272.22 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN-SMITH ASSOC";

Exhibit A – Legal Description

3. THENCE SOUTH 72 DEGREES 04 MINUTES 56 SECONDS EAST, 106.49 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN-SMITH ASSOC";
4. THENCE SOUTH 78 DEGREES 10 MINUTES 11 SECONDS EAST, PASSING THROUGH A CONCRETE MONUMENT (OLD) AT 107.18 FEET FOR AN ALL IN TOTAL DISTANCE OF 162.08 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN-SMITH ASSOC";
5. THENCE SOUTH 78 DEGREES 59 MINUTES 32 SECONDS EAST, PASSING THROUGH A CONCRETE MONUMENT (OLD) AT 69.65 FEET FOR AN ALL IN TOTAL DISTANCE OF 439.75 FEET TO A CONCRETE MONUMENT (OLD) BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL AND BEING LOCATED ON THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL AS DESCRIBED IN SAID DEED BOOK 2111, PAGE 581 (R.O.W.C.T.);

THENCE ALONG THE EAST BOUNDARY OF THAT CERTAIN PARCEL AS DESCRIBED IN SAID DEED BOOK 1720, PAGE 532 (R.O.W.C.T.) AND THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL AS DESCRIBED IN SAID DEED BOOK 2111, PAGE 581 (R.O.W.C.T.), SOUTH 05 DEGREES 34 MINUTES 31 SECONDS WEST, 637.24 FEET TO A CONCRETE MONUMENT (OLD) AND BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF OLD LEBANON DIRT ROAD, SAID NORTHERLY RIGHT-OF-WAY LINE BEING A 25-FOOT HALF WIDTH AS SHOWN ON THAT CERTAIN PLAT ENTITLED "FINAL SUBDIVISION PLAN OF SECTION ONE MAC MEADOWS" OF RECORD PER PLAT BOOK 16, PAGE 309 (R.O.W.C.T.);

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. NORTH 81 DEGREES 10 MINUTES 46 SECONDS WEST, PASSING THROUGH CONCRETE MONUMENTS (OLD) AT 130.97 FEET, 256.09 FEET, AND 755.84 FEET FOR AN ALL IN TOTAL DISTANCE OF 892.65 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN-SMITH ASSOC" AND BEING THE BEGINNING OF A 1540.00 FOOT RADIUS CURVE TO THE LEFT, WITH A CHORD BEARING AND DISTANCE OF NORTH 88 DEGREES 24 MINUTES 13 SECONDS WEST, 387.32 FEET;
2. THENCE WESTERLY, 388.35 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14 DEGREES 26 MINUTES 54 SECONDS TO AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN-SMITH ASSOC";
3. THENCE SOUTH 84 DEGREES 22 MINUTES 20 SECONDS WEST, 493.34 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN-SMITH ASSOC", AND THE BEGINNING OF A 1575.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING AND DISTANCE OF NORTH 88 DEGREES 55 MINUTES 53 SECONDS WEST, 367.32 FEET;
4. THENCE WESTERLY, 368.16 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 23 MINUTES 34 SECONDS TO AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN-SMITH ASSOC";
5. THENCE NORTH 82 DEGREES 14 MINUTES 06 SECONDS WEST, 43.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,713,633 SQUARE FEET OR 39.34 ACRES MORE OR LESS.

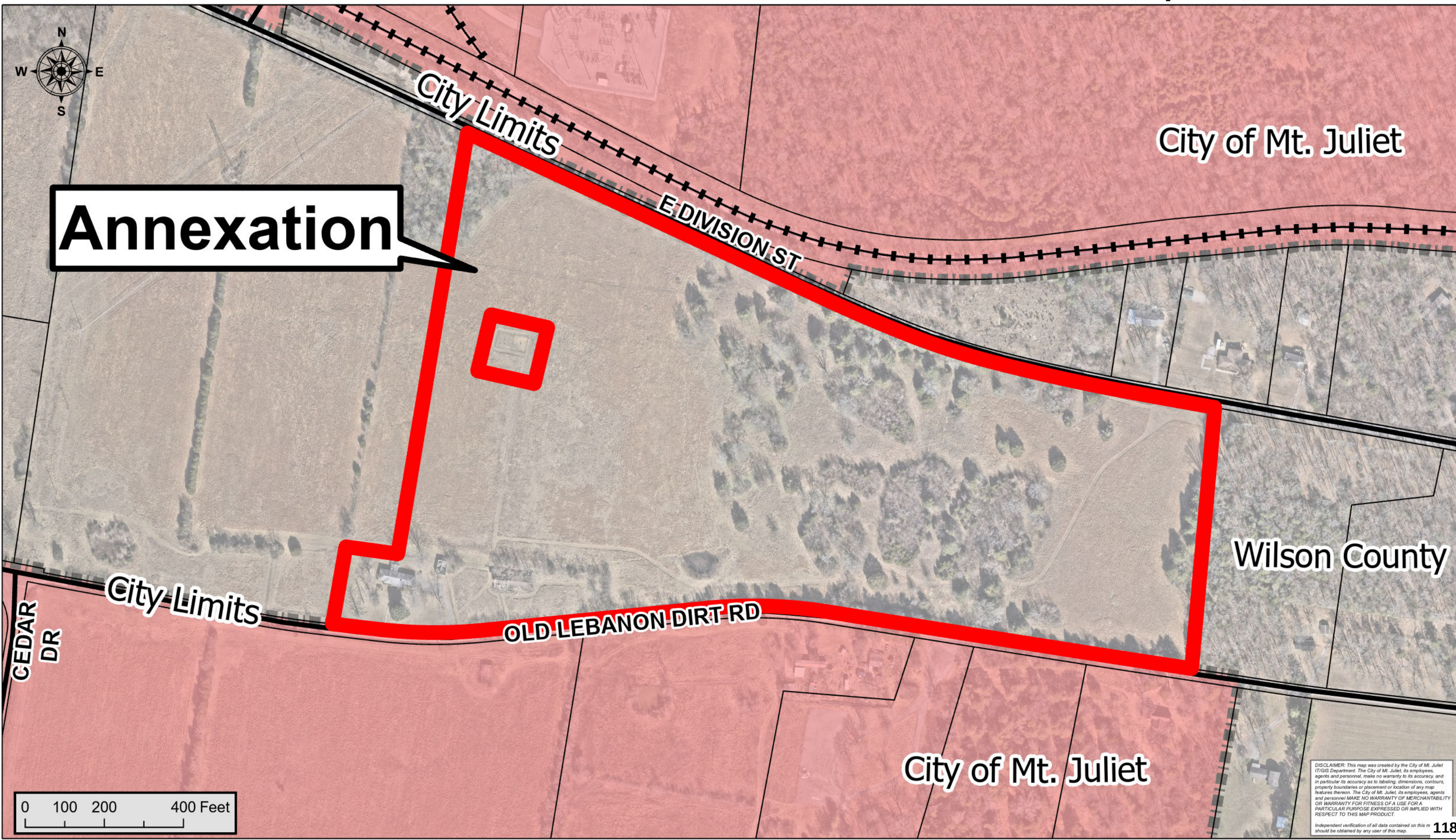
THE PURPOSE OF THIS LEGAL DESCRIPTION IS TO PROVIDE A PERIMETER DESCRIPTION OF THE ABOVE REFERENCED TRACT.

ADVANCE COPY: FOR REVIEW PURPOSES ONLY THIS PRINT IS NOT TO BE USED FOR TRANSFER OF PROPERTY UNLESS SIGNED AND SEALED BY A REGISTERED LAND SURVEYOR.



Exhibit B - Annexation

Courtyard At McFarland
5025 Old Lebanon Dirt Road
Map 077, Parcel 001.00





MEMORANDUM

Date: October 16, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Courtyards at McFarland
PMDP-PUD, Rezone, Annexation
Map - 077
Parcel(s) – 001.00 & 001.03

Request: Ragan Smith, on behalf of their client, Epcon Communities, is seeking an Annexation, Plan of Services, Rezone and a Preliminary Master Development PUD approval for a commercial mixed-use development, the Courtyards at McFarland. This proposal includes an age-restricted residential component along with commercial uses. The site is located at 5025 Old Lebanon Dirt Rd. This is in District 3, which is represented by Commissioner Scott Hefner.

History/Overview: The subject property consists of approximately 39.34 acres on the north side of Old Lebanon Dirt Road, east of N. Mt. Juliet Road. The property is currently in Wilson County and is zoned R-1. The base zoning requested for the entire site is CMU. There is a cemetery, on its own parcel (77 01.03), included as part of this annexation and rezone. The applicant has submitted another version of this plan, for residential use only, but a land use amendment, required for RM zoning, was not approved by the Board of Commissioners.

The proposed density for the residential portion of the site is 3.35 units per acre and a total residential unit count of 124 units. This includes 8 front-loaded single-family homes, 37 alley loaded single family homes, and 79 alley loaded townhomes. Approximately 9.25 acres of the PUD is devoted to commercial use, exceeding the minimum for mixed use PUDs (25%). Commercial square footage is not notated on the plans but based on the parking calculation ratio and number of spaces provide it is at 41,000sf.

The City's land use plan currently identifies the property as mixed use and the future land use plan aligns with the CMU-PUD request, so therefore no land use amendment is required. A summary of the request is provided below:

REQUEST	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
<i>PMDP-PUD, Rezone, Annexation & POS</i>	<i>Mixed Use</i>	<i>N/A</i>	<i>Wilson County R-1</i>	<i>CMU-PUD Commercial Mixed Use Planned Unit Development</i>

Future Land Use: There is no change required as the current land use is mixed use.

Zoning: The zoning is R-1 in Wilson County. The applicant is seeking CMU-PUD, commercial mixed use, with a PUD overlay, for the entire development area.

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

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

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

- 1. is 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: The development timeline shows phase 1 construction to begin in August 2026, with anticipated completion by March 2028. This development is proposed for 39.34 acres. There will be 2.34 acres for ROW dedication for the future road widening, 9.26 acres of commercial, 0.50 acres of cemetery and 10 acres of open space. The site is located on the east side of Old Lebanon Dirt Road and is presently undeveloped farm land.

The proposal includes one parcel, of which is to include 125 proposed residential units, consisting of 45 single family residential units, and 79 townhome units. This parcel is also proposed to include several commercial buildings, to be general retail and including 41,000sf . The commercial portion of this development includes 9.26 acres (25% of the total area of the project) shown as general retail.

5-103, 6-103 & 6-104, Bulk Standards: The total number of residential units is 125. The overall residential density is 3.37 units per acre (125 units / 37acres), with an estimated population at buildout of 215. The minimum lot area is 2,976 sf for townhomes and 5,400 sf single family. A bulk standard waiver of 5.103A is sought to reduce the minimum lot area, lot width and yard requirements for the single family and townhomes. A summary of the proposed residential uses:

Front loaded single family: 9 units
Alley loaded single family: 37 units
Alley loaded townhomes: 79 units

Total unit count: 125 units

Required Setbacks per CMU standards:

Front: 30'

Side: 10'

Rear: 20'

Proposed Setbacks for CMU:

Front loaded Single family:

Front: 30'

Side: 5'

Rear: 17'

Alley loaded Single family:

Front: 10'

Side: 5'

Rear: 17'

Alley loaded Townhomes:

Front: 10'

*Side: 0'

Rear: 5'

Building Separation: 20'

Commercial Parcel:

Front: 30'

Side: 10'

Rear: 20'

The specific uses for the commercial portion of the development are only identified as general retail at this time. The plans show seven buildings. The overall gross square footage of commercial space is not provided, staff has calculated this to be approximately 41,000sf, based on parking calculations provided. Other details pertaining to the bulk regulations will be revealed at FMDP/site plan submittal where full compliance, excepting any waivers granted, will be required.

Open Space/Amenities: The applicant has shown 10.00 acres (27%) of open space in the PUD. The scope of open space improvements are shown as passive public parkland with a walking trail, and an HOA maintained cemetery. The amenities as shown are to include a private amenity center, pickle ball court, pool and a pavilion with a walking path around the eastern portion of the property.

Pedestrian/Vehicle Connections: Vehicular connections are provided via four access points along Old Lebanon Dirt Road and one to OLDR. There is no notation as to how these access points will line up with the McFarland Farms project to the immediate south of this property. Pedestrian connections are shown on this PMDP and further refinement will occur at FMDP plan review. A sidewalk connection to the commercial portion is shown on southwest portion of the parcel. Vehicular access to the commercial area, from the residential, and vice versa is accommodated.

Bicycle parking will be required per code requirements. Wheel stops are not shown and are not permitted. Further parking review and refinement will occur upon subsequent submittals.

5-104.1 and 4-114 Development Standards for Multi-Family Development: Approximately 27% of the site is devoted to open space (10 acres). Improvements are to include a minimum 2,000 sf clubhouse, pickleball courts, minimum 800 sf pool, and walking paths. Staff requests that the retention pond and existing cemetery be removed from the list of improved opens space items. At least 10% improved open space shall be maintained. The cemetery is included in the PUD and will be maintained by the HOA.

6-104 Mixed Use Regulations: Commercial uses total 9.25 acres (25% of the site) in several buildings within the PUD. The use listed is general retail and the total square footage proposed is 41,000sf. The parking was calculated using the 1/250 ratio for general retail uses.

6-103.7 Commercial Design Regulations and 5-104.1 Multifamily Design Regulations: As this is a preliminary master development plan, full color elevations, with façade materials and percentages specified, will be reviewed at site plan/FMDP submittal. This PMDP includes conceptual rendering of the proposed structures. Waivers from commercial and residential design guidelines are requested with this PMDP and detailed below. Excepting any waivers granted, all requirements of these sections shall be met. Brick shall be clay, baked and individually laid. Stone shall be individually laid.

Landscaping: The site will require landscape buffers. Enhanced landscape has been request along E. Division and Old Lebanon Dirt Road. Notes provided indicate buffers will be in open space and be the responsibility of the HOA. Notes are provided which indicate as many trees as possible will be saved, and a tree preservation plan will be required if any existing vegetation is to count towards required plant material. A full landscape plan will be required at FMDP/site plan submittal and reviewed for code compliance at that time. Staff requests a landscape screening buffer behind units 121-125 to buffer against the adjacent commercial uses.

Other: All wet retention ponds shall include lighted fountains and include enhanced landscaping. The mail kiosk notes show it will be covered and lit. Notes and details indicate fencing will be low maintenance and decorative and will be the responsibility of the HOA. Site lighting will be reviewed at site plan/FMDP submittal. Staff requests additional details, such as bike rack, decorative trash receptacles, and dumpster location for the amenity center to be provided at site plan/FMDP submittal.

Variances/Waivers -The following waivers are requested:

1. Waiver - 5.103A – Bulk regulations for RM 8 zoning (residential component of the mixed use development). A waiver is requested to reduce the minimum lot area, lot width and yard requirements for the residential homes and townhomes within the development to those shown on the site data table. The commercial portion shall comply with CMU zoning regulations. The request is due to the shared side courtyards of the home, the inclusion of townhomes, pedestrian friendly streetscape and reduced driveway lengths to not allow parking.

a. Minimum lot area requirement: 10,000 sf.

Minimum lot area provided- Townhomes 2,976 sf, Single Family 5,400 sf with average lot area of entire development at 4,547 sf.

PLANNING & ZONING STAFF SUPPORTS DUE TO AGE RESTRICTED DEVELOPMENT.

b. Minimum lot width required : 100'

Minimum lot width provided: Townhomes, 32' and Single Family 53' at building setback.

PLANNING & ZONING STAFF SUPPORTS DUE TO AGE RESTRICTED DEVELOPMENT.

c. Minimum setbacks for CMU (residential portion): 30' Front, 10' Side and 20' Rear

Minimum setbacks provided:

Front loaded single family- 30' front, 5' side, 17' rear

Alley loaded single family- 10' front, 5' side, 17' rear

Alley loaded townhomes- 10' front, 0' side, 5 rear with 20' building separation.

PLANNING & ZONING STAFF SUPPORTS

2. Waiver – requested to the standard roadway cross sections outlines in the subdivision regulations roadway dimensions

1. Public road “C” (5' walk, 5' grass strip, 2.5' curb and gutter, 12' lanes, 0.5' clear behind walk within r-o-w, 50' ROW)
2. Public road “B” (5' walk, 8' parallel parking zone or 5.5' grass strip with 2.5' curb and gutter at islands, 12" lanes, 50' ROW, 0.5' clear behind walk within r-o-w)
3. Private alleys (0.5' post curb, 11' lanes)
4. Private one way drives (0.5' post curb, 8' parking zone, 15' lane, 6.5' sidewalk on one side with 7' walking surface inclusive of curb)

PUBLIC WORKS TO DECIDE

3. Waiver – requested to the residential supplemental regulations on architecture for all residential facades and the clubhouse. Minimum of 65% would be required to be brick/stone and up to 35% per side may be hardie/fiber cement, stucco or other cementitious material for the residential structures. A minimum of 75% brick/stone would be required on the clubhouse with up to 25% hardie/fiber cement, stucco or other cementitious material. PLANNING AND ZONING STAFF SUPPORTS, FOR THE RESIDENTIAL AREAS ONLY, PROVIDED THE FOLLOWING:

- a) No two house plans and elevations shall be situated and built next to one another,
- b) No two house plans and elevations shall be situated and built across the street from one another.
- c) High visibility lots shall have 100% brick/stone.
- d) High visibility lots shall not have blank end facing the street side and shall
- e) include architectural features such as optional window packages and or fireplaces.
- f) The use of vinyl shall be prohibited.
- g) Two garage doors shall be provided with a 2' brick column to separate. Garage
- h) doors shall be carriage style.
- i) Identify secondary material.

4. Waiver – 5-104.4 – Garage doors separate by a masonry column for single family residential.

PLANNING & ZONING STAFF SUPPORTS

5. Waiver – To allow private streets.

PUBLIC WORKS TO DECIDE

Summary: The applicant has modified previous iterations of this plan to now be a commercial/age-restricted residential mixed-use project. This development will add approximately 41,000sf of commercial space, and 125 age restricted residential units (estimated population of 215) to sit between E. Division Street and Old Lebanon Dirt Road, east of N. Mt. Juliet Road. This property is in the urban growth boundary. The proposed rezone agrees with the recommendations in the City's future land use plan. The waivers and variances listed above are subject to Planning Commission and Board of Commissioners approval.

Recommendation: Staff recommends the Planning Commission forward a positive recommendation to the Board of Commissioners for the annexation, plan of services, rezone and preliminary master development plan for the Courtyard at McFarland Mixed Use PUD on Old Lebanon Dirt Road, with the following conditions:

Planning and Zoning:

1. Provide a phasing plan.
2. Commercial structures shall adhere to the design guidelines found in 6-103.7.
3. All requirements of the City's subdivision regulations shall be adhered to, excepting any waivers and variances approved by the Board of Commissioners.
4. All bulk standards 5-103A and 6.103A shall be adhered to excepting any waivers granted by the Board of Commissioners.
5. The 5-104.7 multi-family residential zoning regulations shall be adhered to, excepting any waivers and variances approved by the Board of Commissioners.
6. All requirements of 6-103A shall be adhered to, excepting any waivers and variances approved by the Board of Commissioners.
7. Screen residential HVAC units with landscaping or masonry. Specify this and verify the location of such equipment on the FMDP submittal.
8. All building mounted exterior lighting fixtures, shall be decorative, provide details at FMDP submittal.
9. Paint exterior wall mounted utility and meter equipment to match the façade it is attached to.
10. Mail retrieval areas shall not count towards improved open space.
11. Brick shall be clay, baked and individually laid.
12. Stone shall be individually laid.
13. Rooftop utility equipment shall be screened entirely from horizontal view via parapet walls.
14. Provide decorative street lighting throughout, also provide street light details at FMDP submittal. The maintenance and operating cost shall be the responsibility of the HOA.
15. Ensure light bleed from the amenity center and commercial area do not negatively impact the residential lots nearby. A photometric plan shall be required at FMDP submittal.
16. Mail kiosks shall be covered and well lit and include designated parking.

17. All amenities shall be completed by issuance of the 75th certificate of occupancy.
18. Provide farm style fencing along both the Old Lebanon Dirt Road, and East Division property lines to enhance the street scape. Fencing shall be decorative and constructed of low maintenance materials.
19. Provide enhanced landscaping around all detention/retention areas.
20. Provide a lighted fountain in any wet pond.
21. Street facing, single family detached, garage doors shall be separated by a 24" bricked column and shall be carriage style (or decorative in nature).
22. Signage to be reviewed via separate application to the Planning Department.
23. Preserve as many trees as possible, especially around perimeter. Provide a tree preservation plan with FMDP submittal.
24. Existing trees can be utilized for perimeter buffer, should a tree survey be prepared and the material meet code requirements.
25. Parking for commercial uses shall be determined when users are identified.
26. Provide decorative low maintenance fencing and enhanced landscaping around the perimeter of the cemetery. Provide details at FMDP submittal.
27. A complete landscape plan will be required at FMDP submittal.
28. Provide formalized location of trail routing at FMDP submittal.
29. Provide formalized elevations to include all materials and percentages at FMDP.
30. Please provide information within the deeds and covenants, keeping this development age restricted in perpetuity.
31. Provide a landscape buffer where residential units are adjacent to the commercial use area.

Engineering:

1. The following variances or waivers are being requested:
 - [Sub. 4-103.3] to allow private streets: SUPPORTED
 - [Sub. 4-104.405] to allow stubbing an access street to an adjacent property: SUPPORTED
 - [Zoning 5-104.4 (10)] to allow front loading lots on an access street: SUPPORTED only on one side of the street. The current plan shows two additional lots on the other side of the street to be accessed by the alley or private drive.
 - [ST-121] Waiver to allow the proposed 55' right-of-way cross section on Road B: SUPPORTED.
 - [Zoning 9-104.3] to reduce the drive aisle width from 15' to 12' adjacent to parallel parking: SUPPORTED.
2. If wet ponds are used, aeration shall be provided.
3. 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.
4. All sewer shall be public (minus laterals) and be within a 20' (minimum) easement.
5. Determination if public sewer allowance in an alley will be determined with FMDP submittal.
6. No onsite grinder systems or step systems will be allowed for this development.
7. In lieu of the required sidewalk within the Division Street ROW, staff requests a 10' private trail within an access easement on the HOA open space along the site.

8. Traffic calming devices shall be installed on Road A. The type of devices and location shall be determined at FMDP. All traffic calming devices must comply with ITE guidance.
9. The developer has agreed to provide a 50' ROW dedication to the City for the City's widening project of East Division Street.
10. Road A shall be a public street and not gated.
11. The developer has agreed to designate the open space just south of the ROW dedication on East Division Street as a PUDA and slope easement in preparation for the City's project of the widening of East Division Street. Continued coordination shall take place as the City project progresses.
12. E. Division Street shall be improved to include a 12-foot-wide eastbound travel lane and a 4' paved shoulder (full depth asphalt section) with a 4:1 or flatter backslope along the project frontage. In addition, E. Division Street shall be resurfaced along the project frontage. The following considerations shall be included in the improvement:
 - The City will have to annex E. Division Street between Clemmons Road and Old Lebanon Dirt Road for this improvement to be made. The development team shall notify the Director of Engineering approximately 120 days prior to mobilization to start the annexation process.
 - This improvement shall be made before the signing of the first final plat.
 - The backslope shall be free of any fixed object that is not crash rated.
13. A left-turn lane with at least 50' of storage and adequate taper shall be installed on E. Division Street at the project entrance. This improvement shall be made prior to the signing of the first final plat.
14. Any utilities relocated during this development shall be relocated to a location compliant with the City's E. Division Street widening project at the developer's expense.
15. Choke points or bulb outs shall be provided on the one-way roads between the buildings to provide traffic calming as shown on the plans.
16. The one-way streets shall include curb and gutter on one side with post curb on the other. The road shall slope down to the gutter at a slope on 2%. The sidewalk on the one-way streets shall be 7' wide (inclusive of curb width) to allow continuous pedestrian access with vehicle intrusions such as open doors.
17. Landscaping plans shall be approved prior to the issuance of the Land Disturbance Permit.
18. A letter from West Wilson Utility District with their approval of the project shall be provided to Engineering prior to the issuance of the Land Disturbance Permit.
19. All alleys and one-way streets will be private.
20. No parking shall be provided on the alleys.
21. Sidewalks abutting parking shall be at least 7' wide (inclusive of curb width).
22. All pedestrian facilities shall comply with ADA and PROWAG standards.
23. Adequate sight distance shall be provided at all intersections. Sight distance profiles shall be provided at FMDP.
24. The centerline of Road A and Road C shall align with the centerline of the McFarland Farms entrances across Old Lebanon Dirt Road.
25. All parking lots shall meet or exceed the dimensions provided in Article IX of the Zoning Ordinances.
26. EPSC measures shall not be installed in the buffer.

WWUD:

1. The water lines shown are not WWUD's design.
2. Roadway improvements shown will require water line relocations.

RESOLUTION - 2025

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE COURTYARDS AT MCFARLAND PROPERTY, LOCATED AT 5025 OLD LEBANON DIRT ROAD MAP 077 PARCELS 001.00, 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 Courtyards at McFarland located at 5025 Old Lebanon Dirt Road, In Wilson County, Tennessee, as described herein;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE THAT THE PROPERTY LOCATED AT 5025 OLD LEBANON DIRT ROAD, IN WILSON COUNTY, TENNESSEE IS ADOPTED.

A. Police:

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

B. Fire:

1. The City of Mt. Juliet will assume primary responsibility for Fire Protection 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:

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

RESOLUTION - 2025

J. Street Lighting

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

K. Recreation

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

L. Electrical Service

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

NOW THEREFORE BE IT RESOLVED:

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:

FIRST READING:

James Maness, Mayor

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Kenny Martin, City Manager

Samantha Burnett, City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 1175

Agenda Date: 11/10/2025

Agenda #: 9.G.

Title:

AN ORDINANCE TO REZONE APPROXIMATELY 39.34 ACRES OF PROPERTY AT 5025 OLD LEBANON DIRT ROAD, MAP 077, PARCELS 001.00 & 001.03 FROM WILSON COUNTY R-1 TO CMU PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE COURTYARDS AT MCFARLAND

ORDINANCE NO. _____

AN ORDINANCE TO REZONE APPROXIMATELY 39.34 ACRES OF PROPERTY AT 5025 OLD LEBANON DIRT ROAD, MAP 077, PARCELS 001.00 & 001.03 FROM WILSON COUNTY R-1 TO CMU PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE COURTYARDS AT MCFARLAND

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 October 16, 2025, and forwarded a positive recommendation for approval to the Board of Commissioners by a vote of (6-0-0) 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 at 5025 Old Lebanon Dirt Road, Map 077, Parcels 001.00 & 001.03, approximately 39.34 acres, from Wilson County R-1 to CMU-PUD and adopt the Preliminary Master Development Plan for the Courtyards at McFarland.

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 at 5025 Old Lebanon Dirt Road, Map 077, Parcels 001.00 & 001.03, approximately 39.34 acres from Wilson County R-1 to CMU-PUD.

LEGAL DESCRIPTION – See Exhibit A (attached)

Section 2. The Preliminary Master Development Plan for the Courtyards at McFarland (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. Provide a phasing plan.
2. Commercial structures shall adhere to the design guidelines found in 6-103.7.
3. All requirements of the City’s subdivision regulations shall be adhered to, excepting any waivers and variances approved by the Board of Commissioners.
4. All bulk standards 5-103A and 6.103A shall be adhered to excepting any waivers granted by the Board of Commissioners.

5. The 5-104.7 multi-family residential zoning regulations shall be adhered to, excepting any waivers and variances approved by the Board of Commissioners.
6. All requirements of 6-103A shall be adhered to, excepting any waivers and variances approved by the Board of Commissioners.
7. Screen residential HVAC units with landscaping or masonry. Specify this and verify the location of such equipment on the FMDP submittal.
8. All building mounted exterior lighting fixtures, shall be decorative, provide details at FMDP submittal.
9. Paint exterior wall mounted utility and meter equipment to match the façade it is attached to.
10. Mail retrieval areas shall not count towards improved open space.
11. Brick shall be clay, baked and individually laid.
12. Stone shall be individually laid.
13. Rooftop utility equipment shall be screened entirely from horizontal view via parapet walls.
14. Provide decorative street lighting throughout, also provide street light details at FMDP submittal. The maintenance and operating cost shall be the responsibility of the HOA.
15. Ensure light bleed from the amenity center and commercial area do not negatively impact the residential lots nearby. A photometric plan shall be required at FMDP submittal.
16. Mail kiosks shall be covered and well lit and include designated parking.
17. All amenities shall be completed by issuance of the 75th certificate of occupancy.
18. Provide farm style fencing along both the Old Lebanon Dirt Road, and East Division property lines to enhance the street scape. Fencing shall be decorative and constructed of low maintenance materials.
19. Provide enhanced landscaping around all detention/retention areas.
20. Provide a lighted fountain in any wet pond.
21. Street facing, single family detached, garage doors shall be separated by a 24" bricked column and shall be carriage style (or decorative in nature).
22. Signage to be reviewed via separate application to the Planning Department.
23. Preserve as many trees as possible, especially around perimeter. Provide a tree preservation plan with FMDP submittal.
24. Existing trees can be utilized for perimeter buffer, should a tree survey be prepared and the material meet code requirements.
25. Parking for commercial uses shall be determined when users are identified.
26. Provide decorative low maintenance fencing and enhanced landscaping around the perimeter of the cemetery. Provide details at FMDP submittal.
27. A complete landscape plan will be required at FMDP submittal.
28. Provide formalized location of trail routing at FMDP submittal.
29. Provide formalized elevations to include all materials and percentages at FMDP.
30. Please provide information within the deeds and covenants, keeping this development age restricted in perpetuity.
31. Provide a landscape buffer where residential units are adjacent to the commercial use area.
32. The commercial component of the PUD shall be completed before the issuance of the 75th residential certificate of occupancy.
33. The PUD shall comply with all HOPA and federal regulations.
34. Align sidewalks at all street crossings.
35. Road B shall be private and the connection to the east shall be eliminated.

Engineering:

1. The following variances or waivers are being requested:
 - [Sub. 4-103.3] to allow private streets: SUPPORTED
 - [Sub. 4-104.405] to allow stubbing an access street to an adjacent property: SUPPORTED
 - [Zoning 5-104.4 (10)] to allow front loading lots on an access street: SUPPORTED only on one side of the street. The current plan shows two additional lots on the other side of the street to be accessed by the alley or private drive.
 - [ST-121] Waiver to allow the proposed 55' right-of-way cross section on Road B: SUPPORTED.
 - [Zoning 9-104.3] to reduce the drive aisle width from 15' to 12' adjacent to parallel parking: SUPPORTED.
2. If wet ponds are used, aeration shall be provided.
3. 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.
4. All sewer shall be public (minus laterals) and be within a 20' (minimum) easement.
5. Determination if public sewer allowance in an alley will be determined with FMDP submittal.
6. No onsite grinder systems or step systems will be allowed for this development.
7. In lieu of the required sidewalk within the Division Street ROW, staff requests a 10' private trail within an access easement on the HOA open space along the site.
8. Traffic calming devices shall be installed on Road A. The type of devices and location shall be determined at FMDP. All traffic calming devices must comply with ITE guidance.
9. The developer has agreed to provide a 50' ROW dedication to the City for the City's widening project of East Division Street.
10. Road A shall be a public street and not gated.
11. The developer has agreed to designate the open space just south of the ROW dedication on East Division Street as a PUDA and slope easement in preparation for the City's project of the widening of East Division Street. Continued coordination shall take place as the City project progresses.
12. E. Division Street shall be improved to include a 12-foot-wide eastbound travel lane and a 4' paved shoulder (full depth asphalt section) with a 4:1 or flatter backslope along the project frontage. In addition, E. Division Street shall be resurfaced along the project frontage. The following considerations shall be included in the improvement:
 - The City will have to annex E. Division Street between Clemmons Road and Old Lebanon Dirt Road for this improvement to be made. The development team shall notify the Director of Engineering approximately 120 days prior to mobilization to start the annexation process.
 - This improvement shall be made before the signing of the first final plat.
 - The backslope shall be free of any fixed object that is not crash rated.
13. A left-turn lane with at least 50' of storage and adequate taper shall be installed on E. Division Street at the project entrance. This improvement shall be made prior to the signing of the first final plat.

14. Any utilities relocated during this development shall be relocated to a location compliant with the City's E. Division Street widening project at the developer's expense.
15. Choke points or bulb outs shall be provided on the one-way roads between the buildings to provide traffic calming as shown on the plans.
16. The one-way streets shall include curb and gutter on one side with post curb on the other. The road shall slope down to the gutter at a slope on 2%. The sidewalk on the one-way streets shall be 7' wide (inclusive of curb width) to allow continuous pedestrian access with vehicle intrusions such as open doors.
17. Landscaping plans shall be approved prior to the issuance of the Land Disturbance Permit.
18. A letter from West Wilson Utility District with their approval of the project shall be provided to Engineering prior to the issuance of the Land Disturbance Permit.
19. All alleys and one-way streets will be private.
20. No parking shall be provided on the alleys.
21. Sidewalks abutting parking shall be at least 7' wide (inclusive of curb width).
22. All pedestrian facilities shall comply with ADA and PROWAG standards.
23. Adequate sight distance shall be provided at all intersections. Sight distance profiles shall be provided at FMDP.
24. The centerline of Road A and Road C shall align with the centerline of the McFarland Farms entrances across Old Lebanon Dirt Road.
25. All parking lots shall meet or exceed the dimensions provided in Article IX of the Zoning Ordinances.
26. EPSC measures shall not be installed in the buffer.

WWUD:

1. The water lines shown are not WWUD's design.
2. Roadway improvements shown will require water line relocations.

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

BE IT FURTHER ORDAINED

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

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

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

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description

AS SURVEYED PERIMETER DESCRIPTION:

THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE 1ST CIVIL DISTRICT OF WILSON COUNTY TENNESSEE, BEING THAT CERTAIN PARCEL OF LAND CONVEYED TO GLORIA MULLINS ET AL, SANDRA VAUGHT, HOLLY YELTON AND KELLY COOK, OF RECORD PER DEED BOOK 1720, PAGE 532, REGISTER'S OFFICE OF WILSON COUNTY TENNESSEE (R.O.W.C.T.), BEING BOUNDED ON THE NORTH BY THE EAST DIVISION STREET RIGHT-OF-WAY, A VARYING WIDTH RIGHT-OF-WAY (FORMERLY THE TENNESSEE CENTRAL RAILROAD RIGHT-OF-WAY), ON THE EAST BY D&M STRATEGIC, OF RECORD PER DEED BOOK 2111, PAGE 581 (R.O.W.C.T.), ON THE SOUTH BY THE OLD LEBANON DIRT ROAD RIGHT-OF-WAY, A VARYING WIDTH RIGHT-OF-WAY, AND ON THE WEST BY GLORIA M. MULLINS, TRUSTEE OF THE MULLINS REVOCABLE TRUST OF RECORD PER DEED BOOK 1675, PAGE 2328 (R.O.W.C.T.), THE PERIMETER OF SAID PARCEL BEING DESCRIBED ACCORDING TO A SURVEY PREPARED BY MARK HERRICK, RLS NO. 3356 WHOSE ADDRESS IS RAGAN SMITH ASSOCIATES, 315 WOODLAND STREET, NASHVILLE, TENNESSEE 37206, TELEPHONE NUMBER 615-244-8591 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT AN IRON ROD (OLD) WITH CAP STAMPED "CROCKETT" IN THE NORTHERLY RIGHT-OF-WAY LINE OF THE OLD LEBANON DIRT ROAD, A VARYING WIDTH RIGHT-OF-WAY, BEING THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN SAID DEED BOOK 1675, PAGE 2328 (R.O.W.C.T.) AND BEING THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN SAID DEED BOOK 1720, PAGE 532 (R.O.W.C.T.) AND THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE, ALONG THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL AS DESCRIBED IN SAID DEED BOOK 1720, PAGE 532 AND THE EASTERLY BOUNDARY OF THAT CERTAIN PARCEL AS DESCRIBED IN SAID DEED BOOK 1675, PAGE 2328 (R.O.W.C.T.) THE FOLLOWING FOUR (4) COURSES:

1. NORTH 09 DEGREES 51 MINUTES 50 SECONDS EAST, 184.96 FEET TO A METAL FENCE POST;
2. THENCE NORTH 09 DEGREES 12 MINUTES 13 SECONDS EAST, 65.02 FEET TO AN IRON ROD (OLD);
3. THENCE SOUTH 80 DEGREES 21 MINUTES 24 SECONDS EAST, 120.00 FEET TO AN IRON ROD (OLD) WITH CAP STAMPED "CROCKETT";
4. THENCE NORTH 09 DEGREES 35 MINUTES 28 SECONDS EAST, 1007.90 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST DIVISION STREET (FORMERLY THE TENNESSEE CENTRAL RAILROAD RIGHT-OF-WAY), SAID SOUTHERLY RIGHT-OF-WAY LINE BEING A 30-FOOT HALF WIDTH AS SHOWN ON THAT CERTAIN PLAT ENTITLED "FINAL SUBDIVISION PLAN OF SECTION ONE MAC MEADOWS" OF RECORD PER PLAT BOOK 16, PAGE 309 (R.O.W.C.T.) AND BEING MARKED BY AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN-SMITH ASSOC";

THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 65 DEGREES 00 MINUTES 06 SECONDS EAST, PASSING THROUGH CONCRETE MONUMENTS (OLD) AT 65.22 FEET, 190.39 FEET, 675.83 FEET AND 1050.79 FEET FOR AN ALL IN TOTAL DISTANCE OF 1058.79 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN-SMITH ASSOC";
2. THENCE SOUTH 68 DEGREES 19 MINUTES 44 SECONDS EAST, PASSING THROUGH A CONCRETE MONUMENT (OLD) AT 242.22 FEET FOR AN ALL IN TOTAL DISTANCE OF 272.22 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN-SMITH ASSOC";

Exhibit A – Legal Description

3. THENCE SOUTH 72 DEGREES 04 MINUTES 56 SECONDS EAST, 106.49 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN-SMITH ASSOC";
4. THENCE SOUTH 78 DEGREES 10 MINUTES 11 SECONDS EAST, PASSING THROUGH A CONCRETE MONUMENT (OLD) AT 107.18 FEET FOR AN ALL IN TOTAL DISTANCE OF 162.08 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN-SMITH ASSOC";
5. THENCE SOUTH 78 DEGREES 59 MINUTES 32 SECONDS EAST, PASSING THROUGH A CONCRETE MONUMENT (OLD) AT 69.65 FEET FOR AN ALL IN TOTAL DISTANCE OF 439.75 FEET TO A CONCRETE MONUMENT (OLD) BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL AND BEING LOCATED ON THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL AS DESCRIBED IN SAID DEED BOOK 2111, PAGE 581 (R.O.W.C.T.);

THENCE ALONG THE EAST BOUNDARY OF THAT CERTAIN PARCEL AS DESCRIBED IN SAID DEED BOOK 1720, PAGE 532 (R.O.W.C.T.) AND THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL AS DESCRIBED IN SAID DEED BOOK 2111, PAGE 581 (R.O.W.C.T.), SOUTH 05 DEGREES 34 MINUTES 31 SECONDS WEST, 637.24 FEET TO A CONCRETE MONUMENT (OLD) AND BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF OLD LEBANON DIRT ROAD, SAID NORTHERLY RIGHT-OF-WAY LINE BEING A 25-FOOT HALF WIDTH AS SHOWN ON THAT CERTAIN PLAT ENTITLED "FINAL SUBDIVISION PLAN OF SECTION ONE MAC MEADOWS" OF RECORD PER PLAT BOOK 16, PAGE 309 (R.O.W.C.T.);

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. NORTH 81 DEGREES 10 MINUTES 46 SECONDS WEST, PASSING THROUGH CONCRETE MONUMENTS (OLD) AT 130.97 FEET, 256.09 FEET, AND 755.84 FEET FOR AN ALL IN TOTAL DISTANCE OF 892.65 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN-SMITH ASSOC" AND BEING THE BEGINNING OF A 1540.00 FOOT RADIUS CURVE TO THE LEFT, WITH A CHORD BEARING AND DISTANCE OF NORTH 88 DEGREES 24 MINUTES 13 SECONDS WEST, 387.32 FEET;
2. THENCE WESTERLY, 388.35 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14 DEGREES 26 MINUTES 54 SECONDS TO AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN-SMITH ASSOC";
3. THENCE SOUTH 84 DEGREES 22 MINUTES 20 SECONDS WEST, 493.34 FEET TO AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN-SMITH ASSOC", AND THE BEGINNING OF A 1575.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING AND DISTANCE OF NORTH 88 DEGREES 55 MINUTES 53 SECONDS WEST, 367.32 FEET;
4. THENCE WESTERLY, 368.16 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 23 MINUTES 34 SECONDS TO AN IRON ROD (NEW) WITH CAP STAMPED "RAGAN-SMITH ASSOC";
5. THENCE NORTH 82 DEGREES 14 MINUTES 06 SECONDS WEST, 43.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,713,633 SQUARE FEET OR 39.34 ACRES MORE OR LESS.

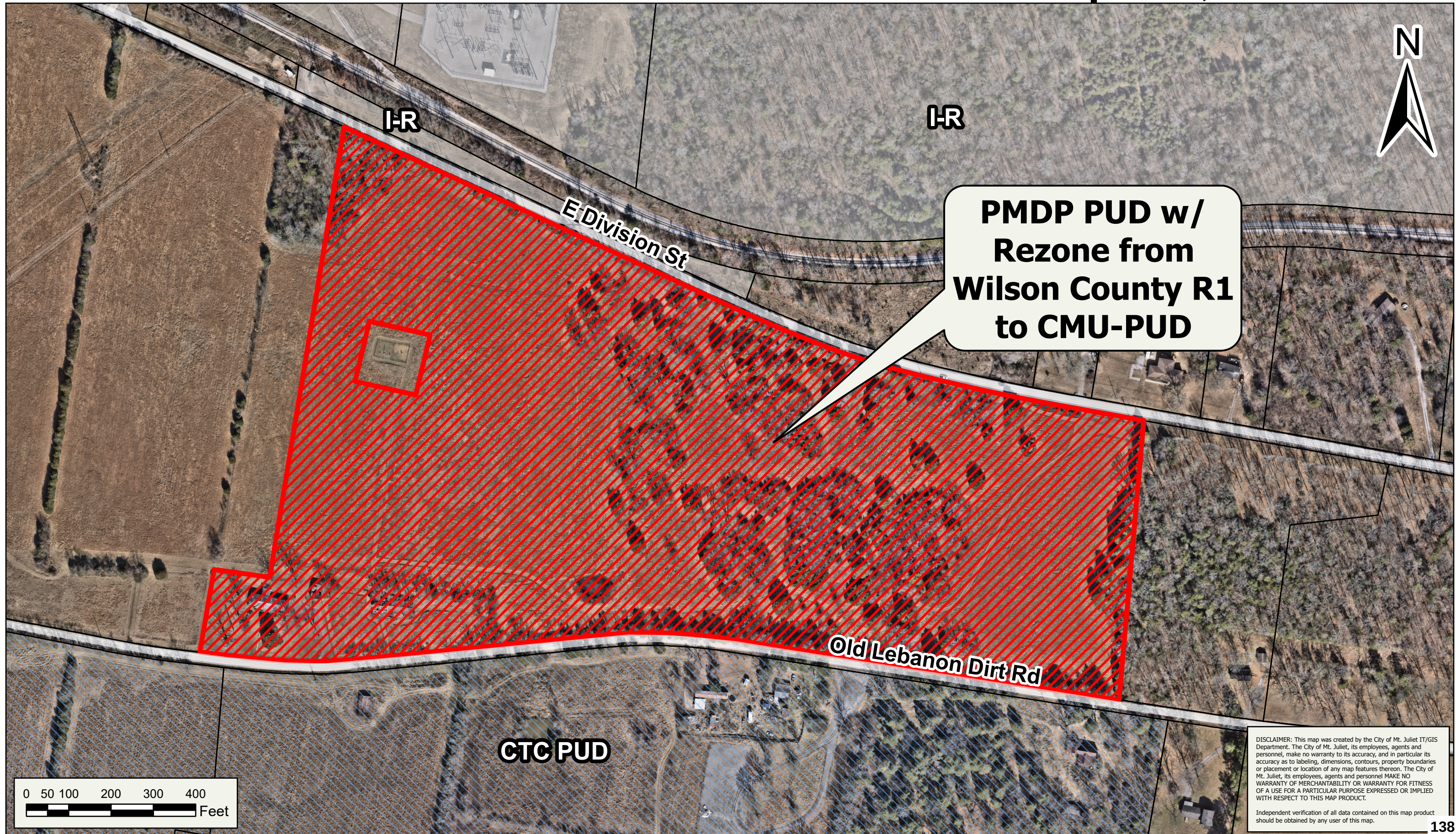
THE PURPOSE OF THIS LEGAL DESCRIPTION IS TO PROVIDE A PERIMETER DESCRIPTION OF THE ABOVE REFERENCED TRACT.

ADVANCE COPY: FOR REVIEW PURPOSES ONLY THIS PRINT IS NOT TO BE USED FOR TRANSFER OF PROPERTY UNLESS SIGNED AND SEALED BY A REGISTERED LAND SURVEYOR.



Exhibit B- PMDP PUD w/ Rezone

Courtyards at McFarland Map 077, Parcel 1.00





MEMORANDUM

Date: October 16, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: Courtyards at McFarland
PMDP-PUD, Rezone, Annexation
Map - 077
Parcel(s) – 001.00 & 001.03

Request: Ragan Smith, on behalf of their client, Epcon Communities, is seeking an Annexation, Plan of Services, Rezone and a Preliminary Master Development PUD approval for a commercial mixed-use development, the Courtyards at McFarland. This proposal includes an age-restricted residential component along with commercial uses. The site is located at 5025 Old Lebanon Dirt Rd. This is in District 3, which is represented by Commissioner Scott Hefner.

History/Overview: The subject property consists of approximately 39.34 acres on the north side of Old Lebanon Dirt Road, east of N. Mt. Juliet Road. The property is currently in Wilson County and is zoned R-1. The base zoning requested for the entire site is CMU. There is a cemetery, on its own parcel (77 01.03), included as part of this annexation and rezone. The applicant has submitted another version of this plan, for residential use only, but a land use amendment, required for RM zoning, was not approved by the Board of Commissioners.

The proposed density for the residential portion of the site is 3.35 units per acre and a total residential unit count of 124 units. This includes 8 front-loaded single-family homes, 37 alley loaded single family homes, and 79 alley loaded townhomes. Approximately 9.25 acres of the PUD is devoted to commercial use, exceeding the minimum for mixed use PUDs (25%). Commercial square footage is not notated on the plans but based on the parking calculation ratio and number of spaces provide it is at 41,000sf.

The City's land use plan currently identifies the property as mixed use and the future land use plan aligns with the CMU-PUD request, so therefore no land use amendment is required. A summary of the request is provided below:

REQUEST	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
<i>PMDP-PUD, Rezone, Annexation & POS</i>	<i>Mixed Use</i>	<i>N/A</i>	<i>Wilson County R-1</i>	<i>CMU-PUD Commercial Mixed Use Planned Unit Development</i>

Future Land Use: There is no change required as the current land use is mixed use.

Zoning: The zoning is R-1 in Wilson County. The applicant is seeking CMU-PUD, commercial mixed use, with a PUD overlay, for the entire development area.

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

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

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

- 1. is 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: The development timeline shows phase 1 construction to begin in August 2026, with anticipated completion by March 2028. This development is proposed for 39.34 acres. There will be 2.34 acres for ROW dedication for the future road widening, 9.26 acres of commercial, 0.50 acres of cemetery and 10 acres of open space. The site is located on the east side of Old Lebanon Dirt Road and is presently undeveloped farm land.

The proposal includes one parcel, of which is to include 125 proposed residential units, consisting of 45 single family residential units, and 79 townhome units. This parcel is also proposed to include several commercial buildings, to be general retail and including 41,000sf . The commercial portion of this development includes 9.26 acres (25% of the total area of the project) shown as general retail.

5-103, 6-103 & 6-104, Bulk Standards: The total number of residential units is 125. The overall residential density is 3.37 units per acre (125 units / 37acres), with an estimated population at buildout of 215. The minimum lot area is 2,976 sf for townhomes and 5,400 sf single family. A bulk standard waiver of 5.103A is sought to reduce the minimum lot area, lot width and yard requirements for the single family and townhomes. A summary of the proposed residential uses:

Front loaded single family: 9 units
Alley loaded single family: 37 units
Alley loaded townhomes: 79 units

Total unit count: 125 units

Required Setbacks per CMU standards:

Front: 30'

Side: 10'

Rear: 20'

Proposed Setbacks for CMU:

Front loaded Single family:

Front: 30'

Side: 5'

Rear: 17'

Alley loaded Single family:

Front: 10'

Side: 5'

Rear: 17'

Alley loaded Townhomes:

Front: 10'

*Side: 0'

Rear: 5'

Building Separation: 20'

Commercial Parcel:

Front: 30'

Side: 10'

Rear: 20'

The specific uses for the commercial portion of the development are only identified as general retail at this time. The plans show seven buildings. The overall gross square footage of commercial space is not provided, staff has calculated this to be approximately 41,000sf, based on parking calculations provided. Other details pertaining to the bulk regulations will be revealed at FMDP/site plan submittal where full compliance, excepting any waivers granted, will be required.

Open Space/Amenities: The applicant has shown 10.00 acres (27%) of open space in the PUD. The scope of open space improvements are shown as passive public parkland with a walking trail, and an HOA maintained cemetery. The amenities as shown are to include a private amenity center, pickle ball court, pool and a pavilion with a walking path around the eastern portion of the property.

Pedestrian/Vehicle Connections: Vehicular connections are provided via four access points along Old Lebanon Dirt Road and one to OLDR. There is no notation as to how these access points will line up with the McFarland Farms project to the immediate south of this property. Pedestrian connections are shown on this PMDP and further refinement will occur at FMDP plan review. A sidewalk connection to the commercial portion is shown on southwest portion of the parcel. Vehicular access to the commercial area, from the residential, and vice versa is accommodated.

Bicycle parking will be required per code requirements. Wheel stops are not shown and are not permitted. Further parking review and refinement will occur upon subsequent submittals.

5-104.1 and 4-114 Development Standards for Multi-Family Development: Approximately 27% of the site is devoted to open space (10 acres). Improvements are to include a minimum 2,000 sf clubhouse, pickleball courts, minimum 800 sf pool, and walking paths. Staff requests that the retention pond and existing cemetery be removed from the list of improved opens space items. At least 10% improved open space shall be maintained. The cemetery is included in the PUD and will be maintained by the HOA.

6-104 Mixed Use Regulations: Commercial uses total 9.25 acres (25% of the site) in several buildings within the PUD. The use listed is general retail and the total square footage proposed is 41,000sf. The parking was calculated using the 1/250 ratio for general retail uses.

6-103.7 Commercial Design Regulations and 5-104.1 Multifamily Design Regulations: As this is a preliminary master development plan, full color elevations, with façade materials and percentages specified, will be reviewed at site plan/FMDP submittal. This PMDP includes conceptual rendering of the proposed structures. Waivers from commercial and residential design guidelines are requested with this PMDP and detailed below. Excepting any waivers granted, all requirements of these sections shall be met. Brick shall be clay, baked and individually laid. Stone shall be individually laid.

Landscaping: The site will require landscape buffers. Enhanced landscape has been request along E. Division and Old Lebanon Dirt Road. Notes provided indicate buffers will be in open space and be the responsibility of the HOA. Notes are provided which indicate as many trees as possible will be saved, and a tree preservation plan will be required if any existing vegetation is to count towards required plant material. A full landscape plan will be required at FMDP/site plan submittal and reviewed for code compliance at that time. Staff requests a landscape screening buffer behind units 121-125 to buffer against the adjacent commercial uses.

Other: All wet retention ponds shall include lighted fountains and include enhanced landscaping. The mail kiosk notes show it will be covered and lit. Notes and details indicate fencing will be low maintenance and decorative and will be the responsibility of the HOA. Site lighting will be reviewed at site plan/FMDP submittal. Staff requests additional details, such as bike rack, decorative trash receptacles, and dumpster location for the amenity center to be provided at site plan/FMDP submittal.

Variances/Waivers -The following waivers are requested:

1. Waiver - 5.103A – Bulk regulations for RM 8 zoning (residential component of the mixed use development). A waiver is requested to reduce the minimum lot area, lot width and yard requirements for the residential homes and townhomes within the development to those shown on the site data table. The commercial portion shall comply with CMU zoning regulations. The request is due to the shared side courtyards of the home, the inclusion of townhomes, pedestrian friendly streetscape and reduced driveway lengths to not allow parking.

a. Minimum lot area requirement: 10,000 sf.

Minimum lot area provided- Townhomes 2,976 sf, Single Family 5,400 sf with average lot area of entire development at 4,547 sf.

PLANNING & ZONING STAFF SUPPORTS DUE TO AGE RESTRICTED DEVELOPMENT.

b. Minimum lot width required : 100'

Minimum lot width provided: Townhomes, 32' and Single Family 53' at building setback.

PLANNING & ZONING STAFF SUPPORTS DUE TO AGE RESTRICTED DEVELOPMENT.

c. Minimum setbacks for CMU (residential portion): 30' Front, 10' Side and 20' Rear

Minimum setbacks provided:

Front loaded single family- 30' front, 5' side, 17' rear

Alley loaded single family- 10' front, 5' side, 17' rear

Alley loaded townhomes- 10' front, 0' side, 5 rear with 20' building separation.

PLANNING & ZONING STAFF SUPPORTS

2. Waiver – requested to the standard roadway cross sections outlines in the subdivision regulations roadway dimensions

1. Public road “C” (5' walk, 5' grass strip, 2.5' curb and gutter, 12' lanes, 0.5' clear behind walk within r-o-w, 50' ROW)
2. Public road “B” (5' walk, 8' parallel parking zone or 5.5' grass strip with 2.5' curb and gutter at islands, 12" lanes, 50' ROW, 0.5' clear behind walk within r-o-w)
3. Private alleys (0.5' post curb, 11' lanes)
4. Private one way drives (0.5' post curb, 8' parking zone, 15' lane, 6.5' sidewalk on one side with 7' walking surface inclusive of curb)

PUBLIC WORKS TO DECIDE

3. Waiver – requested to the residential supplemental regulations on architecture for all residential facades and the clubhouse. Minimum of 65% would be required to be brick/stone and up to 35% per side may be hardie/fiber cement, stucco or other cementitious material for the residential structures. A minimum of 75% brick/stone would be required on the clubhouse with up to 25% hardie/fiber cement, stucco or other cementitious material. PLANNING AND ZONING STAFF SUPPORTS, FOR THE RESIDENTIAL AREAS ONLY, PROVIDED THE FOLLOWING:

- a) No two house plans and elevations shall be situated and built next to one another,
- b) No two house plans and elevations shall be situated and built across the street from one another.
- c) High visibility lots shall have 100% brick/stone.
- d) High visibility lots shall not have blank end facing the street side and shall
- e) include architectural features such as optional window packages and or fireplaces.
- f) The use of vinyl shall be prohibited.
- g) Two garage doors shall be provided with a 2' brick column to separate. Garage
- h) doors shall be carriage style.
- i) Identify secondary material.

4. Waiver – 5-104.4 – Garage doors separate by a masonry column for single family residential.

PLANNING & ZONING STAFF SUPPORTS

5. Waiver – To allow private streets.

PUBLIC WORKS TO DECIDE

Summary: The applicant has modified previous iterations of this plan to now be a commercial/age-restricted residential mixed-use project. This development will add approximately 41,000sf of commercial space, and 125 age restricted residential units (estimated population of 215) to sit between E. Division Street and Old Lebanon Dirt Road, east of N. Mt. Juliet Road. This property is in the urban growth boundary. The proposed rezone agrees with the recommendations in the City's future land use plan. The waivers and variances listed above are subject to Planning Commission and Board of Commissioners approval.

Recommendation: Staff recommends the Planning Commission forward a positive recommendation to the Board of Commissioners for the annexation, plan of services, rezone and preliminary master development plan for the Courtyard at McFarland Mixed Use PUD on Old Lebanon Dirt Road, with the following conditions:

Planning and Zoning:

1. Provide a phasing plan.
2. Commercial structures shall adhere to the design guidelines found in 6-103.7.
3. All requirements of the City's subdivision regulations shall be adhered to, excepting any waivers and variances approved by the Board of Commissioners.
4. All bulk standards 5-103A and 6.103A shall be adhered to excepting any waivers granted by the Board of Commissioners.
5. The 5-104.7 multi-family residential zoning regulations shall be adhered to, excepting any waivers and variances approved by the Board of Commissioners.
6. All requirements of 6-103A shall be adhered to, excepting any waivers and variances approved by the Board of Commissioners.
7. Screen residential HVAC units with landscaping or masonry. Specify this and verify the location of such equipment on the FMDP submittal.
8. All building mounted exterior lighting fixtures, shall be decorative, provide details at FMDP submittal.
9. Paint exterior wall mounted utility and meter equipment to match the façade it is attached to.
10. Mail retrieval areas shall not count towards improved open space.
11. Brick shall be clay, baked and individually laid.
12. Stone shall be individually laid.
13. Rooftop utility equipment shall be screened entirely from horizontal view via parapet walls.
14. Provide decorative street lighting throughout, also provide street light details at FMDP submittal. The maintenance and operating cost shall be the responsibility of the HOA.
15. Ensure light bleed from the amenity center and commercial area do not negatively impact the residential lots nearby. A photometric plan shall be required at FMDP submittal.
16. Mail kiosks shall be covered and well lit and include designated parking.

17. All amenities shall be completed by issuance of the 75th certificate of occupancy.
18. Provide farm style fencing along both the Old Lebanon Dirt Road, and East Division property lines to enhance the street scape. Fencing shall be decorative and constructed of low maintenance materials.
19. Provide enhanced landscaping around all detention/retention areas.
20. Provide a lighted fountain in any wet pond.
21. Street facing, single family detached, garage doors shall be separated by a 24" bricked column and shall be carriage style (or decorative in nature).
22. Signage to be reviewed via separate application to the Planning Department.
23. Preserve as many trees as possible, especially around perimeter. Provide a tree preservation plan with FMDP submittal.
24. Existing trees can be utilized for perimeter buffer, should a tree survey be prepared and the material meet code requirements.
25. Parking for commercial uses shall be determined when users are identified.
26. Provide decorative low maintenance fencing and enhanced landscaping around the perimeter of the cemetery. Provide details at FMDP submittal.
27. A complete landscape plan will be required at FMDP submittal.
28. Provide formalized location of trail routing at FMDP submittal.
29. Provide formalized elevations to include all materials and percentages at FMDP.
30. Please provide information within the deeds and covenants, keeping this development age restricted in perpetuity.
31. Provide a landscape buffer where residential units are adjacent to the commercial use area.

Engineering:

1. The following variances or waivers are being requested:
 - [Sub. 4-103.3] to allow private streets: SUPPORTED
 - [Sub. 4-104.405] to allow stubbing an access street to an adjacent property: SUPPORTED
 - [Zoning 5-104.4 (10)] to allow front loading lots on an access street: SUPPORTED only on one side of the street. The current plan shows two additional lots on the other side of the street to be accessed by the alley or private drive.
 - [ST-121] Waiver to allow the proposed 55' right-of-way cross section on Road B: SUPPORTED.
 - [Zoning 9-104.3] to reduce the drive aisle width from 15' to 12' adjacent to parallel parking: SUPPORTED.
2. If wet ponds are used, aeration shall be provided.
3. 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.
4. All sewer shall be public (minus laterals) and be within a 20' (minimum) easement.
5. Determination if public sewer allowance in an alley will be determined with FMDP submittal.
6. No onsite grinder systems or step systems will be allowed for this development.
7. In lieu of the required sidewalk within the Division Street ROW, staff requests a 10' private trail within an access easement on the HOA open space along the site.

8. Traffic calming devices shall be installed on Road A. The type of devices and location shall be determined at FMDP. All traffic calming devices must comply with ITE guidance.
9. The developer has agreed to provide a 50' ROW dedication to the City for the City's widening project of East Division Street.
10. Road A shall be a public street and not gated.
11. The developer has agreed to designate the open space just south of the ROW dedication on East Division Street as a PUDA and slope easement in preparation for the City's project of the widening of East Division Street. Continued coordination shall take place as the City project progresses.
12. E. Division Street shall be improved to include a 12-foot-wide eastbound travel lane and a 4' paved shoulder (full depth asphalt section) with a 4:1 or flatter backslope along the project frontage. In addition, E. Division Street shall be resurfaced along the project frontage. The following considerations shall be included in the improvement:
 - The City will have to annex E. Division Street between Clemmons Road and Old Lebanon Dirt Road for this improvement to be made. The development team shall notify the Director of Engineering approximately 120 days prior to mobilization to start the annexation process.
 - This improvement shall be made before the signing of the first final plat.
 - The backslope shall be free of any fixed object that is not crash rated.
13. A left-turn lane with at least 50' of storage and adequate taper shall be installed on E. Division Street at the project entrance. This improvement shall be made prior to the signing of the first final plat.
14. Any utilities relocated during this development shall be relocated to a location compliant with the City's E. Division Street widening project at the developer's expense.
15. Choke points or bulb outs shall be provided on the one-way roads between the buildings to provide traffic calming as shown on the plans.
16. The one-way streets shall include curb and gutter on one side with post curb on the other. The road shall slope down to the gutter at a slope on 2%. The sidewalk on the one-way streets shall be 7' wide (inclusive of curb width) to allow continuous pedestrian access with vehicle intrusions such as open doors.
17. Landscaping plans shall be approved prior to the issuance of the Land Disturbance Permit.
18. A letter from West Wilson Utility District with their approval of the project shall be provided to Engineering prior to the issuance of the Land Disturbance Permit.
19. All alleys and one-way streets will be private.
20. No parking shall be provided on the alleys.
21. Sidewalks abutting parking shall be at least 7' wide (inclusive of curb width).
22. All pedestrian facilities shall comply with ADA and PROWAG standards.
23. Adequate sight distance shall be provided at all intersections. Sight distance profiles shall be provided at FMDP.
24. The centerline of Road A and Road C shall align with the centerline of the McFarland Farms entrances across Old Lebanon Dirt Road.
25. All parking lots shall meet or exceed the dimensions provided in Article IX of the Zoning Ordinances.
26. EPSC measures shall not be installed in the buffer.

WWUD:

1. The water lines shown are not WWUD's design.
2. Roadway improvements shown will require water line relocations.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1210

Agenda Date: 11/10/2025

Agenda #: 9.H.

Title:

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET THE PORTION OF ROADWAY AND RIGHT OF WAY LOCATED AT SOUTH GREENHILL ROAD FROM THE FROM THE EXISTING CITY LIMITS NEAR THE LEBANON ROAD INTERSECTION TO THE SOUTHEASTERN PROPERTY CORNER OF PARCEL 053 152.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY:

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET THE PORTION OF ROADWAY AND RIGHT OF WAY LOCATED AT SOUTH GREENHILL ROAD FROM THE FROM THE EXISTING CITY LIMITS NEAR THE LEBANON ROAD INTERSECTION TO THE SOUTHEASTERN PROPERTY CORNER OF PARCEL 053 152.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY’S URBAN GROWTH BOUNDARY:

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of May 15, 2025, and forwarded a positive recommendation (Vote 8-0-0) for approval to the Board of Commissioners; and

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

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to annex the subject property 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 B 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.

LEGAL DESCRIPTION – The subject item is the proposed annexation of roadway and associative right-of-way on S Greenhill Road from the existing city limits near the Lebanon Road intersection to the southeastern property corner of parcel 053 152.00 (approximately 1652 feet in a north/south direction, as shown in Exhibit B.

Section 2.– PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and received a positive recommendation with a vote of (8-0-0) in a regular meeting held on May 15, 2025.

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

BE IT FURTHER ORDAINED

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

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

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

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, MMC, City Recorder

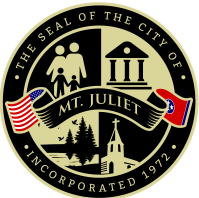
APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A – Legal Description

LEGAL DESCRIPTION – The subject item is the proposed annexation of roadway and associative right-of-way on S Greenhill Road from the existing city limits near the Lebanon Road intersection to the southeastern property corner of parcel 053 152.00 (approximately 1652 feet in a north/south direction).

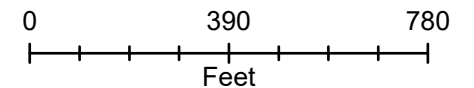
S Grennhill Annexation



CITY OF MT. JULIET, TENNESSEE

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

MAP DATE: April 11, 2025





MEMORANDUM

Date: May 15, 2025

To: Luke Winchester, Chairman
and Planning Commission

From: Shane Shamanur, PE
Director of Engineering

Re: Review the Roadway and Right-of-Way
Annexation: S Greenhill Road

OVERVIEW: The subject item is the proposed annexation of roadway and associative right-of-way on S Greenhill Road from the existing city limits near the Lebanon Road intersection to the southeastern property corner of parcel 053 152.00 (approximately 1652 feet in a north/south direction).

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

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

RESOLUTION - 2025

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE SOUTH GREENHILL ROAD AND RIGHT OF WAY, LOCATED AT SOUTH GREENHILL ROAD FROM THE FROM THE EXISTING CITY LIMITS NEAR THE LEBANON ROAD INTERSECTION TO THE SOUTHEASTERN PROPERTY CORNER OF PARCEL 053 152.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY:

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

WHERAS, the City of Mt. Juliet (herein referred to as "City") contemplates annexation of property known as South Greenhill Road Roadway and Right of Way, In Wilson County, Tennessee, as described herein;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE THAT THE PORTION OF ROADWAY AND RIGHT OF WAY LOCATED AT SOUTH GREENHILL ROAD FROM THE EXISTING CITY LIMITS NEAR THE LEBANON ROAD INTERSECTION TO THE SOUTHEASTERN PROPERTY CORNER OF PARCEL 053 152.00, 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 potholes, measures necessary for traffic flows, etc.) will become available on the effective date of annexation.
2. Routine maintenance of streets designated, built and dedicated as public streets, on the same basis as in the present City, will become available in the annexed area when funds from the state gasoline tax based on the annexed population are received (usually July 1, following the effective date of annexation.)
3. Reconstruction and resurfacing of streets designated, built and dedicated as public streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements will be accomplished under current policies of the City or as funds are made available.
4. Cleaning of streets designated, built and dedicated as public streets having curbs and gutters will be considered after the effective date of annexation on the same basis as the cleaning of streets within the present City.
5. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed on public streets as the need is established, by appropriate study and traffic standards.

G. Schools:

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

H. Inspection Services:

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

I. Planning:

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

RESOLUTION - 2025

J. Street Lighting

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

K. Recreation

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

L. Electrical Service

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

NOW THEREFORE BE IT RESOLVED:

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. Luckett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 1468

Agenda Date: 11/10/2025

Agenda #: 9.I.

Title:

AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE XIV, PUBLIC NOTICE, SECTION 14-109.4

ORDINANCE - _____

AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE XIV, PUBLIC NOTICE, SECTION 14-109.4

WHEREAS, the city desires to amend Article XIV, Public Notice, Section 14-109.4, by requiring public notice signs on the property 10 days before the item is scheduled for Planning Commission or Board of Zoning Appeals review and;

WHEREAS, the Planning Commission considered this request during their meeting of November 20, 2025 and recommended _____, to the Board of Commissioners with a vote of _____ and;

WHEREAS, the Board of Commissioners desires to amend Article XIV, Public Notice, Section 14-109.4, of the City's zoning ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Wilson County, Tennessee, while in regular session on _____, 2025, that Article XIV, Public Notice, Section 14-109.4, of the Unified Development Code of the City of Mount Juliet, Tennessee, known as the Zoning Regulations (ordinance 2001-29), adopted October 8, 2001, as amended, be amended as shown below:

Section 1.

Sec. 14-109. - Public notice.

14-109.1 *Applicability.* All public hearings required by this ordinance shall be preceded by public notice as provided by this section.

14-109.2 *Notice by newspaper.* Notice in a newspaper of general circulation within the City of Mt. Juliet, shall be given at least 15 days, but not more than 30 days prior to the public hearing. This notice shall specify the location, current and proposed zoning classification and it shall contain a graphic illustration of the area.

14-109.3 *Notice by mail.* At least 15 days prior to the public hearing concerning the affected property, all owners of record of adjoining property, including those separated by a public way from the premises in question, shall be notified. The notification required to meet this provision shall be accomplished by certified mail, return receipt request. Return receipts shall be maintained and subject to public examination upon request.

14-109.4 *Notice by signage.* No public hearing shall be conducted until public notice has been provided by the posting of signs pursuant to the provisions of this section.

1. *General requirements.* The Planning and Zoning Department or its designees shall post signs on properties for which either an action by the Board of Zoning Appeals or a request for change of zoning classification has been requested. Such signs shall be posted at least ten (10) days prior to

~~the Planning Commission or Board of Zoning Appeals meeting 15 days prior to the public hearing is to be conducted on the request. The applicant shall pay a fee for usage of such signs at the Planning and Zoning Office no less than 21 days prior to the date of the public hearing.~~ No public hearing shall be conducted nor any action taken on any request for which such notice is required until these signs are posted as required herein. The posting of the signs shall be as follows:

- a. *Number.* One sign shall be posted for each 500 feet of frontage.
 - b. *Location.* Signs shall be located facing and within 25 feet of all public rights-of-way on which the property fronts.
 - c. *Size.* The signs shall have a minimum width of 24 inches and a minimum height of 36 inches.
 - d. *Wording.* The signs shall contain wording provided by the Planning and Zoning Office, which shall be sufficient to convey the information that a zoning action is proposed for the subject property along with the contact information for the Planning and Zoning Office, so that the date, time, and additional information may be obtained.
 - e. *Fee.* The signs shall be provided by the City, subject to payment by the applicant of a fee charged to defray the administrative and printing costs. The fee shall be waived for any agency of government.
2. *Alternative requirements for zoning actions affecting large areas.* When the area included within the requested zoning action contains 100 or more parcels, the following alternative provisions shall apply:
- a. Signs shall be posted within the public right-of-way facing the inbound lane of all public streets at, or as near as possible to, the point the street crosses the boundary of property subject to the proposed action.
 - b. Signs shall also be posted at the intersection of a local street with a collector or arterial street within the area of the proposed zoning action.
 - c. Where a public street forms the boundary, or a portion of the boundary, of an area subject to a zoning action, one double face sign shall be erected on the side of the street included within the proposed change within each 1,000 lineal feet of street frontage.

BE IT FURTHER ORDAINED

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

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

Section 4. This ordinance shall take effect on the earliest date allowed by law.

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, 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 #: 1469

Agenda Date: 11/10/2025

Agenda #: 9.J.

Title:

AN ORDINANCE ACCEPTING DONATIONS FOR THE MT. JULIET PARKS DEPARTMENT AND
ALLOCATE THE FUNDS FOR PARKS SPECIAL EVENTS

ORDINANCE 2025-

AN ORDINANCE ACCEPTING DONATIONS FOR THE MT. JULIET PARKS DEPARTMENT AND ALLOCATE THE FUNDS FOR PARKS SPECIAL EVENTS

WHEREAS, The City of Mt. Juliet Parks Department received a donation from Roland Digital Media Inc in the amount of \$4,000 and GSF Media Inc in the amount of \$1,000 and;

WHEREAS, the donated money is to be used for the City of Mt. Juliet Christmas Parade.

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

Section 1. The donations totaling \$5,000.00 are accepted and the money allocated to the Parks Department Special Events.

General Fund:

Increase Revenue:

110-36711	Parks Donations	\$5,000.00
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Increase Expenditures:

110-44700-325	Event and Recreation Supplies	\$5,000.00
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BE IT FURTHER ORDAINED:

Section 2. 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 3. 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 4. 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 Burnett
City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 1470

Agenda Date: 11/10/2025

Agenda #: 9.K.

Title:

AN ORDINANCE ENACTING A ONE-YEAR MORATORIUM ON THE ACCEPTANCE AND APPROVAL FOR HIGH DENSITY AND MULTI-FAMILY RESIDENTIAL DEVELOPMENT IN THE CITY OF MT. JULIET, TENNESSEE

ORDINANCE 2025-

AN ORDINANCE ENACTING A ONE-YEAR MORATORIUM ON THE ACCEPTANCE AND APPROVAL FOR HIGH DENSITY AND MULTI-FAMILY RESIDENTIAL DEVELOPMENT IN THE CITY OF MT. JULIET, TENNESSEE

WHEREAS, the Board of Commissioners of the City of Mt. Juliet possesses the authority and responsibility to promote the health, safety, and welfare of its citizens; and

WHEREAS, the City finds this moratorium is in the best interest of the citizens of the City of Mt. Juliet; and

WHEREAS, the City finds this moratorium is a reasonable and necessary measure to prevent development inconsistent with the City's planning goals during a period of review to ensure sufficient planning for public infrastructure that will support future development, and

WHEREAS, the City of Mt. Juliet is evaluating public infrastructure issues throughout the City, specifically roadways and sewer; and

WHEREAS, the City has pending and anticipated roadway improvement projects along Tennessee state routes that are essential for mitigating traffic congestion and improving public safety, including S. Mt. Juliet Road, the Central Pike Interchange, and Lebanon Road, which are presently under consideration with respect to scheduling and funding; and

WHEREAS, the City is also reviewing a lack of sewer availability within the City's sewer system, which includes plans to increase capacity and budget for the required infrastructure; and

WHEREAS, pursuant to the City's land use plan, high-density and multi-family residential developments are included in RS-10, R-10, RS-15, RM-8, RM-16, CMU, and CTC zoning classifications, which are further defined in the City's Zoning Regulations; and

WHEREAS, high-density and multi-family residential developments may strain public infrastructure by impacting traffic and sewer availability, thereby affecting quality of life and safety for citizens; and

WHEREAS, a temporary pause on the acceptance and processing of applications for high-density and multi-family residential developments is necessary to allow time for review of zoning regulations, TDOT's plans and budgeting for improvements to critical roadways, as well as plans and budgeting for increasing sewer capacity throughout the City; and

WHEREAS, the Regional Planning Commission considered this moratorium during their regularly scheduled meeting on _____, 2025, and forwarded a _____ recommendation to the Board of Commissioners by a vote of (); and

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

ORDINANCE 2025-

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

Section 1. Effective immediately upon passage, the City hereby imposes a moratorium for a period of one year on the acceptance, review, processing, or approval of any rezoning request, development plan, site plan, or subdivision plat application that proposes or would allow a high-density or multi-family residential development within the City of Mt. Juliet.

Section 2. This moratorium shall not apply to developments that have received or applied for preliminary master development plan approval or final plan approval of high-density or multi-family residential prior to the effective date of this Ordinance, nor with any project having vested property rights.

Section 3. This moratorium shall be effective for a period of one year from the effective date of this Ordinance unless extended, shortened, or rescinded by further action of the Board of Commissioners, the public health, safety, and welfare demanding it.

BE IT FURTHER ORDAINED

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

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

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

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Luckett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 1465

Agenda Date: 11/10/2025

Agenda #: 9.L.

Title:

A RESOLUTION AUTHORIZING THAT KENNETH D. MARTIN, DANA HIRE AND MICHAEL MULLINS ARE THE OFFICIALS AUTHORIZED TO SIGN CHECKS AND WITHDRAW FUNDS FOR THE CITY OF MT. JULIET

RESOLUTION - 2025

A RESOLUTION AUTHORIZING THAT KENNETH D. MARTIN, DANA HIRE AND MICHAEL MULLINS ARE THE OFFICIALS AUTHORIZED TO SIGN CHECKS AND WITHDRAW FUNDS FOR THE CITY OF MT. JULIET

WHEREAS, Sheila S. Luckett is retiring as Deputy City Manager/City Recorder;

WHEREAS, Michael Mullins is the newly appointed Deputy City Manger for the City of Mt. Juliet.

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

Section 1. Due to her retirement, Sheila S. Luckett shall be removed as an authorized person to sign checks and withdraw funds for the City of Mt. Juliet.

Section 2. Michael Mullins shall be added as an authorized person to sign checks and withdraw funds for the City of Mt. Juliet.

Section 3. Kenneth D. Martin and Dana Hire shall remain as authorized people to sign checks and withdraw funds for the City of Mt. Juliet.

Section 4. Kenneth D. Martin, Dana Hire and Michael Mullins are authorized to sign checks and to make withdrawals of city funds, provided however that all checks and withdrawals shall require the signature of any two of the three people authorized to sign checks;

BE IT FURTHER RESOLVED

Section 5. 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 6. 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 7. This resolution shall take effect on the earliest date allowed by law.

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Luckett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 1467

Agenda Date: 11/10/2025

Agenda #: 9.M.

Title:

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN ADP AND THE CITY OF MT. JULIET FOR A HR AND PAYROLL SOFTWARE SYSTEM

RESOLUTION ____-2025

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN ADP AND THE CITY OF MT. JULIET FOR A HR AND PAYROLL SOFTWARE SYSTEM

WHEREAS, The City of Mt. Juliet has a payroll and HR system for all city employees; and

WHEREAS, the current software provider requires certain calculations of time be performed manually; and

WHEREAS, the Finance and HR department staff reviewed alternative software providers for comparison; and

WHEREAS, the Finance and HR departments desire to change payroll and HR software providers to ADP; and

WHEREAS, this change will provide greater functionality and efficiency for the city at a lesser cost than the current provider with expanded modules including performance evaluations.

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

1. The Mayor is hereby authorized to sign the agreement with ADP.
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.
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.
4. This Resolution shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Samantha Burnett
City Attorney

Executive Summary:

RESOLUTION ____-2025

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN ADP AND THE CITY OF MT. JULIET FOR A HR AND PAYROLL SOFTWARE SYSTEM

Who: Finance, HR and all city departments including the BOC

What: Approve an agreement with ADP

When: First reading November 10, 2025, with implementation to begin the first quarter of 2026. Full transition to system will be July 1, 2026

Why: Changes in current Payroll system and evaluation of City needs:

- 1) The city currently has approximately 310 employees and the needs of managing those employees are growing and changing each year.
- 2) Finance and HR have several issues with the current provider. The payroll and benefit software are not under one system but rather linked through portal access. This does not allow for the seamless transfer of information. Finance also had many difficulties in getting issues corrected and some calculations are still having to be performed manually. Finance finds the current customer service to be less than desirable.
- 3) In 2022/23, the city attempted to change to another software system however after a year of working with that company, they were unsuccessful in fulfilling the city's needs and the city severed ties and ultimately did not convert to the system.
- 4) There have been ongoing discussions between Finance and HR about the needs of the city and potentially changing systems as well as the timing of that change.
- 5) Finance and HR personnel have met with representatives and reviewed many systems over the past few years.
- 6) Staff agreed that the ADP system would provide the greatest advantages to the city and at a reduced cost when compared to the current provider using the same modules/features.
- 7) Advantages to the ADP system include:
 - Greater efficiency and a more streamlined process of onboarding employees with information flowing through one workflow system thus reducing the chance of errors.
 - Electronic access to important employee documents in one central location.
 - Electronic uploads for TCRS and 457 plans which are currently manual processes.
 - Improved customer service with a dedicated representative for each module.
 - Access to a timeclock that is compatible with currently issued employee badges as well as Geofencing.
 - ADP has been in business for 75 years and is a proven leader in Payroll and HR software.

Fiscal Note:

The change will allow greater efficiency of time and a reduction in errors from manual entry and calculation of employee information. It will accommodate the current growth in employees. The cost for ADP would be \$41k in year 1, \$71k in year 2 and \$95k in year 3. Included in this cost is the full suite of HR and Payroll functions including a performance evaluation module that the city doesn't currently have but has requested through the budget process. No change to the current fiscal year budget is necessary.

Company Information

City Of Mt Juliet
2425 N Mount Juliet Rd
Mount Juliet, TN 37122-3038
United States

Executive Contact

Gina Frame
Accounting Administrator
gkeen@mtjuliet-tn.gov
(615) 754-2554

INVESTMENT SUMMARY

Employees

310

Implementation

\$17,675.00

Total Annual

\$95,225.00

Total Savings

-\$91,411.20

Saving during the promotional
period. Annual savings is
(\$45,705.60)

Expiration

11/17/2025

** The Implementation Costs and Total Annual Investment listed out on this Investment Summary are estimates based on the services, frequencies, recurring rates and pay counts outlined on the sales order and are shown for illustrative purposes only. These numbers are not binding amounts and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated therein.

“

Easy to onboard new staff and very user-friendly for new and current staff to navigate and use. The App makes it even easier to have all your information in one easy spot. Making employees more responsible for their own information - saves time on HR and payroll departments to make simple changes employees can manage on their own. ”

—Teresa Stivala, SHRM-CP

VP of Human Resources, In Flight, Inc.

ADP Sales Associate

Shady Eladawy
MAS Broker DM
shady.eladawy@adp.com





GLOBAL MASTER SERVICES AGREEMENT

Effective Date: _____, 20__

As between:

ADP, INC.
(Referred to in this agreement as “**ADP**”)
One ADP Boulevard
Roseland, NJ 07068

-and-

City Of Mt Juliet
(Referred to in this agreement as “**Client**”)
2425 N Mount Juliet Rd
Mount Juliet, TN 37122-3038

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in this Global Master Services Agreement and the applicable Sales Order (as defined herein):

- ADP Payroll Services – delivered via ADP Workforce Now
- ADP Compliance on Demand
- ADP DataCloud
- ADP Document Cloud
- ADP Marketplace
- ADP Time & Attendance Services
- ADP Workforce Now IT Management, Powered by Electric
- Benefit Services – delivered via ADP Workforce Now
- Employment Verification Services
- ESS & MSS Technology
- Essential ACA Services
- Federated Single Sign On
- History Conversion Services
- Human Resources Administration Services – delivered via ADP Workforce Now
- Talent Acquisition Solutions – delivered via ADP Workforce Now
- Talent Management Solutions – delivered via ADP Workforce Now

ADP, INC.

City Of Mt Juliet

Signature of Authorized Representative

Signature of Authorized Representative

Name - Please Print

Name - Please Print

Title

Title

Notwithstanding any Investment Summary that may precede this Global Master Services Agreement and the page numbering below, this signature page is the first page of the Global Master Services Agreement and the Investment Summary that precedes it is for illustration purposes only and shall not become part of the Global Master Services Agreement.

Appendices

- Sales Order

Global Master Terms and Conditions

1 Definitions

- 1.1 ADP HCM Services.** Only those Services, as defined below, that have been purchased by Client (as listed on the cover page, a Sales Order or otherwise) will be applicable.
- 1.1.1 ADP Compliance on Demand.** A workforce management solution that provides clients with access to information and best practice guidance. ADP Compliance on Demand may include access to (1) a self-service library of human resources compliance information, (2) an online community to collaborate with other clients, (3) Tier 1 human resources professionals available to support and assist clients with their workforce management administration requirements, and (4) Tier 2 compliance experts who are available for up to a total of four (4) contacts per year.
- 1.1.2 ADP Data Cloud.** Provide tools to analyze and understand data.
- 1.1.2.1 Analytics.** Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.
- 1.1.3 ADP Document Cloud.** Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.
- 1.1.4 ADP Marketplace.** Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs).
- 1.1.5 ADP Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions, and also including:
- 1.1.5.1 ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings and reconciliations on behalf of employers.
- 1.1.5.2 ADP Wage Garnishment Payment Services.** Garnishment payment processing and disbursement of payments to appropriate Payees as directed by Client.
- 1.1.5.3 ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check or payroll debit cards, in each case only to the extent applicable.
- 1.1.5.4 Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.
- 1.1.5.5 State Unemployment Insurance (SUI) Management Services.** ADP becomes the unemployment insurance address of record. ADP requests the state to send unemployment insurance claims, charges, tax rates and related information to ADP and Client receives a quarterly summary of all claims.
- 1.1.6 ADP Time & Attendance Services.** Support of time-related services, including time data collection, employee scheduling, timecard reviews and approvals, and consistent application of time-related policies.
- 1.1.7 ADP Workforce Now.** ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.
- 1.1.8 Benefit Services.** Technology to facilitate the administration of employee benefits, including applying eligibility rules, facilitating online enrollment and changes and calculating payroll deductions within a unified system, as well as providing data to carriers through ADP carrier connection services.
- 1.1.9 Employment Verification Services.** Management of employment and income verification requests.
- 1.1.10 ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs.
- 1.1.11 Essential ACA Services.** A technology and software solution to assist Client in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of Forms 1094-C and 1095-C, access to evidence of benefit offering information and benefit offering audit reports.
- 1.1.12 Federated Single Sign On.** Provide federated single sign-on access from Client's portal to ADP application(s).
- 1.1.13 History Conversion Services.** Solution to (i) upload Client employees' and independent contractors' historical pay statements, Forms W-2, Forms 1099, payroll registers and company tax filings, (ii) convert and upload certain Client employees' and independent contractors' data, including positions, pay rates and employment status, into ADP Workforce Now and (iii) enable Client practitioner access to such historical payroll documents and data in ADP Workforce Now.
- 1.1.14 Human Resources Administration Services.** Administration of human resource functions using a unified system to process and audit employee lifecycle events, provide compliance tracking and reporting, including new hire reporting, and automate notification and approval processes via self-service/direct access, and also including:

- 1.1.14.1 **WFN EI-9 Services.** Electronic I-9 administration and onboarding services to help facilitate and manage I-9 and related employment eligibility verification processes.
- 1.1.14.2 **ADP Workforce Now IT Management, Powered by Electric.** Access to a solution provided by Electric AI, Inc. that enables Client practitioners to, among other things, procure and manage hardware for Client employees and independent contractors.
- 1.1.15 **Talent Acquisition Solutions.** Talent acquisition solutions made up of the following:
 - 1.1.15.1 **ADP Recruiting Management Services.** Talent recruiting management technology, including talent acquisition for exempt and non-exempt workforce.
- 1.1.16 **Talent Management Solutions.** Technology to facilitate the administration of talent management services, including:
 - 1.1.16.1 **ADP Compensation Management.** Solutions and tools to administer the compensation planning process.
 - 1.1.16.2 **ADP Performance Management.** Solutions and tools to facilitate the performance management process, including goal alignment and employee engagement.
 - 1.1.16.3 **Succession Planning.** Solutions and tools to facilitate talent assessments and establish action plans for critical roles.

1.2 General.

- 1.2.1 “ADP” has the meaning set forth on the cover page.
- 1.2.2 “ADP Application Programs” means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.
- 1.2.3 “ADPCheck” means checks printed and distributed by ADP to Payees pursuant to Client’s direction.
- 1.2.4 “ADPCheck Services” refers to ADP’s payment of Client’s Payees for Permitted Payments through ADPCheck.
- 1.2.5 “ADP Direct Deposit Services” means ADP’s full service direct deposit services which includes ADP’s payment of Client’s Payees who have elected to receive Permitted Payments by direct deposit into an account at a financial institution of such Payee’s selection.
- 1.2.6 “Affiliate” means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, “control” (or variants of it) means the ability, whether directly or indirectly, to direct the management and corporate policies and actions of an entity by means of ownership, contract or otherwise. Client’s Affiliates do not include third parties for whom Client is a service provider or provides outsourcing services.
- 1.2.7 “Agreement” means this Global Master Services Agreement, consisting of the signature pages, the Global Master Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.
- 1.2.8 “Amendment” means a written amendment to this Agreement modifying, supplementing or amending the terms and conditions of this Agreement.
- 1.2.9 “API” means application programming interface.
- 1.2.10 “Biometric Data” includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.
- 1.2.11 “Biometric Identifier” means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.
- 1.2.12 “Biometric Information” means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual.
- 1.2.13 “Biometric Services” means services provided by ADP to Client via the use of timeclocks and software in connection with ADP’s provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.
- 1.2.14 “Biometric User” means Client’s employees or independent contractors who use Biometric Services to record their attendance, hours worked or other work-related data.
- 1.2.15 “Business Day” means any day, except a Saturday, Sunday or a day on which ADP’s bank is not open for business in the applicable jurisdiction where services are provided by ADP.
- 1.2.16 “Cardholder” means the Payees of Client who receive a Pay Card.
- 1.2.17 “Client” has the meaning set forth on the cover page.

- 1.2.18** “**Client ACA Liaison**” means the Client’s designated person who shall serve as ADP’s principal contact for Essential ACA Services.
- 1.2.19** “**Client Content**” means all information and materials provided by Client, its agents or employees, regardless of form.
- 1.2.20** “**Client Group**” means Client and Client’s Affiliates listed in the Sales Order who are authorized to receive the Services.
- 1.2.21** “**Client Infringement Event**” means (i) any change or enhancement in, or use of, the Services by Client or a third party on Client’s behalf other than at the direction of, or as approved by, ADP or (ii) Client’s failure to use the most current release or version of any computer software programs included in the ADP Application Programs or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client).
- 1.2.22** “**Confidential Information**” means all trade secrets, processes, proprietary data and documentation and any pricing and product information, Personal Data, the terms of this Agreement, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party.
- 1.2.23** “**Data Security Breach**” means a security breach as defined by applicable law or any incident that compromises the confidentiality, integrity, or availability of Personal Data.
- 1.2.24** “**DHS**” means the U.S. Department of Homeland Security.
- 1.2.25** “**Documentation**” means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.2.26** “**Effective Date**” has the meaning set forth on the cover page.
- 1.2.27** “**ERISA**” means Employee Retirement Income Security Act of 1974, as amended.
- 1.2.28** “**E-Verify**” means the DHS’s employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract.
- 1.2.29** “**Form I-9**” means the employment eligibility verification form issued by the DHS.
- 1.2.30** “**FSSO**” means Federated Single Sign On.
- 1.2.31** “**FCRA**” means the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.
- 1.2.32** “**Global Master Terms and Conditions**” means the terms and conditions contained in the main body of this document following the signature pages.
- 1.2.33** “**Go-Live Date**” means the date of commencement of the first live processing of any given Service.
- 1.2.34** “**I-9 Handbook**” means the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274).
- 1.2.35** “**Identity Verification Documents**” means the documents that meet the federal requirements for verifying a Payee’s identity and eligibility to work in the U.S. (e.g., (i) a passport, (ii) a U.S. issued driver’s license or picture identification card issued by a state or U.S. federal agency and social security card, or (iii) a U.S. issued driver’s license and birth certificate).
- 1.2.36** “**Implementation Services**” means the Services to be performed in order to commence ongoing Services.
- 1.2.37** “**Improvements**” has the meaning set forth in Section 5.4.
- 1.2.38** “**Indemnitee**” has the meaning set forth in Section 6.3.
- 1.2.39** “**Indemnitor**” has the meaning set forth in Section 6.3.
- 1.2.40** “**Intellectual Property Rights**” means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.
- 1.2.41** “**Internal Business Purposes**” means the usage of the Services, including the ADP Application Programs, exclusively by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services.
- 1.2.42** “**Issuing Bank**” means the financial institution selected by ADP that issues the Pay Card.
- 1.2.43** “**NACHA**” means the National Automated Clearing House Association.

- 1.2.44 **"Notice to Furnishers"** means with respect to Employment Verification Services, the notice provided to a furnisher of information pursuant to the Obligations of Furnishers of Information provided at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>.
- 1.2.45 **"Payee"** means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.
- 1.2.46 **"Payment Services"** means Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.
- 1.2.47 **"Pay Card"** means the pre-paid card issued to Client's Payees for Permitted Payments.
- 1.2.48 **"Pay Card Services"** refers to ADP's payment of Client's Payees through a Pay Card issued by the Issuing Bank.
- 1.2.49 **"Permitted Payment"** means the legal payment of wages, commissions, consulting fees or similar compensation or work-related expenses in the employment context.
- 1.2.50 **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.
- 1.2.51 **"Plan"** means Client's plan, including a group health plan, as identified by Client for the applicable Services.
- 1.2.52 **"Plan Administrator"** means the appropriate plan administrator as defined in Section 3(16)(A) of ERISA and Section 414(g) of the Internal Revenue Code of 1986, as amended.
- 1.2.53 **"Regulation E"** means the Federal Reserve Board, Regulation E (12 CFR 1005).
- 1.2.54 **"Sales Order(s)"** means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.
- 1.2.55 **"Services"** means the services listed on the cover page of this Agreement (including Implementation Services related thereto and ADP Application Programs), and such other services as the parties may agree to be performed from time to time.
- 1.2.56 **"SOC 1 Reports"** has the meaning set forth in Section 9.1.
- 1.2.57 **"Strategic Carrier Partner"** means a carrier that participates in ADP's strategic carrier partner program.
- 1.2.58 **"Technology Credit"** means funds paid by a Strategic Carrier Partner and applied by ADP to Client's invoice for benefit administration fees.
- 1.2.59 **"Term"** means the period beginning as of the Effective Date and ending upon termination of the Agreement.
- 1.2.60 **"Termination Event"** means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed for a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.
- 1.2.61 **"Time & Attendance Hardware"** means timeclocks and other time collection devices provided to Client by ADP in connection with the ADP Time & Attendance Services.
- 1.2.62 **"Unauthorized Third Party"** means any commercial third party or business that seeks to access or accesses ADP Application Programs using the account credentials (e.g., username and password) of a User even if such User has provided consent.
- 1.2.63 **"USCIS"** means U.S. Citizenship and Immigration Services.
- 1.2.64 **"User"** means any single natural person who, subject to the terms of this Agreement, is an employee or independent contractor of Client authorized by Client to use, access or receive the Services.
- 1.2.65 **"Verification Agent"** means ADP and its subcontractors, as authorized by the Client, to perform Employment Verification Services.
- 1.2.66 **"Verification Data"** means employment and income information disclosed on the Client's behalf in connection with Employment Verification Services.
- 1.2.67 **"Verifiers"** means commercial, private, non-profit and government entities and their agents that wish to obtain or verify any Client's employees or former employees Verification Data in connection with Employment Verification Services.

2 Provision and Use of Services

- 2.1 Provision of Services.** ADP, or one of its Affiliates, will provide the Services to Client Group in accordance with the terms of this Agreement. ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement.
- 2.2 Cooperation.** Client will cooperate with ADP as reasonably necessary to implement and provide the Services. Client will, in a timely manner, execute and deliver all necessary documents, forms, or instruments (such as, to the extent applicable, reporting agent authorization, client account agreement, pre-authorized debit terms, limited powers of attorney, anti-money laundering/"Know Your Client" forms), provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and otherwise assist ADP as required.
- 2.3 Use of Services.** Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client understands and agrees that only Users are permitted to access and use ADP Application Programs (and that access by Unauthorized Third Parties is not permitted) and will reasonably cooperate with ADP to limit access to such persons. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. ADP Workforce Now is designed for the United States and Canada and enables the processing of HR data for global human capital management needs. Client may, at its discretion, enable ADP Workforce Now functionality in other jurisdictions, except when prohibited by applicable law. ADP makes no representation or warranty that such global use comports with any local laws, regulations or directives outside the United States and Canada. Furthermore, if Client during the implementation process or as part of the ongoing Services configures the ADP Application Programs to process additional data elements beyond those data elements that are required by ADP to perform the Services, Client will remain solely responsible for such configurations, including the processing of Personal Data pursuant to applicable law.
- 2.4 Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.
- 2.5 Records.** Unless expressly included as a part of the Services, and without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from or provided to ADP in connection with the Services to the extent required by law or Client's internal policies.
- 2.6 Third Party Services Available through or Integrated with the Services.** At times, ADP may make available to Client through the Services, or integrate the Services with, the services of a third party, either through a link, integration, or otherwise. ADP reserves the right to terminate such links, services or integrations at any time for any reason. If Client uses any third party services that are integrated with or linked to the Services which require the transmission, use, sharing, access or exchange of Client Content or any other payroll or other data or information provided to ADP or the third party by Client, Client is expressly agreeing to the transmission, use, sharing, access and exchange of such data between ADP and the third party. Client's use of any third party services will be governed by any terms Client agrees to with the third party and in the event of any conflict between the terms of this Agreement and any third party terms, the terms of this Agreement will apply to the provision of the Services by ADP to Client.

3 Compliance

- 3.1 Applicable Laws.** Each party will comply with laws and regulations that affect its business generally, including any applicable anti-bribery, export control, computer fraud and data protection laws.
- 3.2 Design of the Services.** ADP will design the Services, including the functions and processes applicable to ADP's performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.
- 3.3 Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099, or Forms 1095-C without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099, or Forms 1095-C satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.
- 3.4 Pay Card Services.** Notwithstanding anything to the contrary in Section 3.2, ADP shall be responsible for compliance with requirements of Regulation E applicable to financial institutions with respect to prepaid card accounts, provided Client will fulfill the compliance responsibilities of Regulation E that Client controls, including: (a) Client will distribute to its Payees all documentation (including without limitation, Pay Card fee schedule and Cardholder Terms and Conditions) that ADP makes available to Client for distribution purposes, and (b) Client will not mandate or unduly influence that any Payee receive Permitted Payments only on the Pay Card; in lieu of such mandate, Client will provide to Payees other legally permissible options for payment of Permitted Payments. Client agrees that it will not rely solely on its use of the Pay Card Services in complying with any laws and governmental regulations and that it will comply with the financial industry rules and compliance standards imposed by various card/payment networks or associations (e.g., related to such things as card security and fraudulent or impermissible use of Pay Cards).
- 3.5 Data Privacy Appendix.** ADP's Data Privacy Appendix, located at <https://contracts.adp.com/-/media/microsites/contracts/pdf/adp-dpa-v1-20250228.pdf>, is incorporated by reference into this Agreement.

4 Confidentiality

- 4.1 General.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.
- 4.2 Return or Destruction.** Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party following expiration or earlier termination of this Agreement, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

5 Intellectual Property

- 5.1 Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the Term a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.
- 5.2 ADP IP Rights.** Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the Term a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the United States and Canada and solely up to the maximum number of Users (if any) indicated in the Sales Order. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.
- 5.3 Ownership of Reports.** Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.
- 5.4 Improvements.** ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "**Improvements**") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs. If Client fails to implement Improvements provided or made available to Client by ADP, ADP shall be relieved of any responsibility for errors or degradation in the Services and shall have no obligation to provide support for the ADP Application Programs.
- 5.5 Third Party Software.** Notwithstanding Sections 5.1 through 5.4, ADP Time & Attendance Services shall be subject to the additional licensing or access terms set forth <https://www.adp.com/WorkforceManagerTerms>.

6 Indemnities

- 6.1 ADP Indemnity.** Subject to the remainder of this Section 6.1, and Sections 6.3 and 7, ADP will defend Client against any third party claims and will indemnify and hold Client harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on a claim alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in the United States. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service and return to Client any unearned fees prepaid by Client to ADP.

- 6.2 Client Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.
- 6.3 Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "**Indemnitee**") shall promptly notify the indemnifying party (the "**Indemnitor**") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7 Limit on Liability

- 7.1 Ordinary Cap.** Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate liability in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the "**Ordinary Cap**").
- 7.2 Extraordinary Cap.** As an exception to Section 7.1, if damages arise from a breach of Section 4 (Confidentiality), Section 9.3 (Data Security) or Section 9.4 (Unauthorized Third Party Access), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the "**Extraordinary Cap**"). For the avoidance of doubt, in no case shall either party's aggregate liability in any calendar year under this Agreement exceed an amount equal to twelve (12) times the average monthly ongoing Services fees paid or payable to ADP by Client during such calendar year for all Services.
- 7.3 Matters not Subject to the Cap.** The foregoing limits on liability shall not apply to the following:
- 7.3.1** Client's funding obligations in connection with the Payment Services;
 - 7.3.2** Loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;
 - 7.3.3** In connection with the ADP Employment Tax Services, (i) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.3 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP;
 - 7.3.4** Either party's gross negligence, or willful, criminal or fraudulent misconduct;
 - 7.3.5** The infringement indemnity set forth in Section 6.1 and 6.2;
 - 7.3.6** Client's biometrics indemnity set forth in Section 14;
 - 7.3.7** Client's obligations to pay the fees for Services; and
 - 7.3.8** ADP's obligations to provide credit monitoring as set forth in Section 10.2.
- 7.4 Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.
- 7.5 No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY ISSUING BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from (i) ADP's or Client's gross negligence or willful, criminal or fraudulent misconduct, (ii) Client or Client's Users sharing or allowing access to a User's password, User ID, or other form of user authentication, or (iii) ADP's or Client's breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Sections 7.5(ii) and 7.5(iii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8 Warranties and Disclaimer

- 8.1 Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.
- 8.2 DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND

SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9 Security and Controls

- 9.1 Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("**SOC 1 Reports**") (or any successor reports thereto) that are both directly related to those Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.
- 9.2 Business Continuity; Disaster Recovery.** ADP maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.
- 9.3 Data Security.** ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including Personal Data) against accidental unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services and ADP Application Programs, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of ADP, Client or User data.
- 9.4 Unauthorized Third Party Access.** Client and its Users are responsible for maintaining the security and confidentiality of any password, User ID, or other form of user authentication involved in obtaining access to ADP Application Programs, and Client and its Users shall not disclose any confidential account access credentials or related information to Unauthorized Third Parties.

10 Data Security Breach

- 10.1 Notification.** If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will take appropriate actions to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP will share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.
- 10.2 Other ADP Obligations.** In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required, and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in the applicable jurisdictions.

11 Payment Terms

- 11.1 Fees and Fee Adjustments.** Client shall pay to ADP the fees and other charges for the Services as set forth in the Sales Order. The recurring Services fees (excluding delivery, tax and banking (including reverse wire), jurisdiction, year-end and maintenance fees) will remain fixed during the first six (6) months following the Effective Date, and thereafter ADP may modify the fees on an annual basis upon thirty (30) days' prior written notice to Client. The fees presented in any Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.
- 11.2 Additional Services and Charges.** Any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed to Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.
- 11.3 Fees for Implementation Services.** Implementation fees are due and payable by Client upon the Go-Live Date for such Services. However, if (i) this Agreement or any Service is terminated after Implementation Services have started but before the applicable Go-Live Date or (ii) Client fails to reasonably cooperate with ADP in connection with the Implementation Services such that ADP is unable to complete such Implementation Services, then ADP may terminate this Agreement or any Service upon written notice to Client and, in each case, thirty percent (30%) of the total non-discounted implementation fees set forth in the Sales Order shall be immediately due and payable by Client.
- 11.4 Invoicing.** ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full pursuant to the agreed upon method of payment set forth in the Sales Order. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1.5%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid. If applicable, ADP shall invoice Client for any History Conversion Services fees upon the completion of the Services, unless the History Conversion Services will be provided over a time period which exceeds thirty (30) days, in which case ADP reserves the right to invoice the Client on a monthly basis for such Services rendered.

- 11.5 Currency.** Client shall pay the fees in US dollars.
- 11.6 Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.
- 11.7 Postage, Shipping, Travel and Out-of-Pocket Expenses.** ADP will invoice Client for postage charges, delivery charges, other third party charges, reasonable preapproved travel expenses, and travel-related out-of-pocket expenses, as necessary to provide the Services.
- 11.8 Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) Business Day prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) by 6:00 a.m. Pacific time on the Business Day immediately before the associated payroll check date (in the case of the ADP Employment Tax Services) and (b) by 6:00 a.m. Pacific time two (2) Business Days prior to the associated payroll check date for all other Payment Services. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.
- 11.9 Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or any rework is required by ADP as a result of a delay by Client in implementation of any Services (each a "**Change Control Item**"), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a statement of work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.

12 Term; Termination; Suspension

- 12.1 Term; Termination for Convenience.** This Agreement will commence on the Effective Date and remain in effect until terminated by either party in accordance with the terms hereof. Either party may terminate this Agreement or any Service upon ninety (90) days' prior written notice to the other party (except as otherwise set forth in this Section 12).
- 12.2 Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.
- 12.3 Suspension.** Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately following notice to Client (i) that Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services, or (ii) if Client breaches any rules promulgated by the NACHA (or other similar local regulator) as it relates to ADP conducting ACH (or similar electronic payment) transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services, any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.3), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any Payee, which has not been paid or reimbursed by Client. If the Payment Services remains suspended for 30 days, the affected Payment Service shall be deemed terminated on the 31st day following suspension.
- 12.4 Additional Termination Provisions.**
- 12.4.1 Additional Termination Provisions for Pay Card Services.** In addition to any other terms and conditions of the Agreement, ADP may terminate the Pay Card Services as follows: (i) the Pay Card Services (or any feature thereof) in any designated jurisdiction may be terminated on 60 days' notice to Client if ADP or the Issuing Bank believes that any changes in any card network rules or NACHA rules, or changes to, or interpretations of, applicable law by any federal, state or local governmental authority, or any formal or informal order, instruction or directive communicated to ADP or the Issuing Bank by such authority make it commercially impractical to continue to provide the Pay Card Services (or any feature thereof) in such jurisdiction; or (ii) the Issuing Bank cancels the Pay Cards issued on behalf of Client (e.g., due to Client's non-compliance with its obligations) or advises ADP that it is no longer willing to service the Pay Card, provided that in such later instance ADP shall take commercially reasonable steps to engage a successor Issuing Bank, and provided further that ADP shall not be liable for any delay in providing the Pay Card Services during such search for a successor Issuing Bank.
- 12.4.2 Additional Termination Provisions for ADP Employment Tax Services.** If the ADP Employment Tax Services in the United States are terminated, Client's access to ADP websites containing Client's data will expire 90 days from the effective

date of the termination, and Client will be responsible for downloading all relevant data, including Statements of Deposit (SODs) prior to the expiration of such access.

- 12.4.3 Additional Termination Provisions for Employment Verification Services.** ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.
- 12.4.4 Additional Termination Provisions for ADP Time & Attendance Services.** If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.
- 12.4.5 Additional Termination Provisions for Essential ACA Services.** If ADP reasonably determines that it can no longer provide all or any portion of Essential ACA Services due to changes in applicable law or application of existing law, ADP may, in its sole discretion and upon notice to Client, immediately terminate the applicable portion of Essential ACA Services.
- 12.4.6 Additional Termination Provision for ADP Workforce Now IT Management, Powered by Electric.** Client's access to ADP Workforce Now IT Management, Powered by Electric may terminate if (i) Human Resources Administration Services are terminated, (ii) the agreement between ADP and Electric AI, Inc. terminates or otherwise expires or (iii) the agreement between Client and Electric AI, Inc. terminates or otherwise expires.
- 12.4.7 Additional Suspension for ADP Compliance on Demand.** ADP may, in its sole discretion, immediately suspend access to ADP Compliance on Demand without prior notice to Client in the event Client posts or otherwise distributes any content online that is (i) inappropriate or otherwise objectionable, (ii) potentially violates the privacy or publicity right of a third party, or (iii) advertises any other site or business. In the event Client continues to post or distribute such content after access to ADP Compliance on Demand is restored, ADP shall have the right to terminate ADP Compliance on Demand.
- 12.4.8 Additional Termination Provisions for History Conversion Services.** Either party can terminate History Conversion Services at any time for any reason by providing at least ten (10) days' advance written notification to the other party. Upon termination of the History Conversion Services by either party for any reason, all fees and expenses for the History Conversion Services incurred by Client prior to the termination date shall become immediately due and payable.

13 Post Termination

- 13.1 Scope.** At any time prior to the termination of Client's access to the ADP Application Programs, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Under no circumstances will ADP be required to provide any third party with access to the ADP Application Programs, ADP's intellectual property or any Confidential Information of ADP.
- 13.2 Past Due Amounts.** If ADP has terminated this Agreement due to Client's failure to pay fees, ADP's obligations in Section 13.1 will be subject to Client's payment of all past due amounts and ADP may require Client to prepay for any services.

14 Additional Terms

- 14.1 ADP Employment Tax Services.** The following additional terms and conditions apply to the ADP Employment Tax Services:
- 14.1.1 Important Tax Information (IRS Disclosure) for U.S. Only.** Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.
- 14.2 ADP Recruiting Management Services.** The following additional terms and conditions apply to the ADP Recruiting Management Services:
- 14.2.1 Hiring Practices.** Client shall be exclusively responsible for all hiring practices, including, but not limited to, complying with all employment laws, including, if applicable, the monitoring, analysis and reporting of any adverse impact that may result from any specification or criteria that Client uses to rank candidates in the ADP Recruiting Management Services Application Programs.
- 14.2.2 Vendors.** Client shall be exclusively responsible for all access and use of the ADP Recruiting Management Services by its vendors and such vendors' compliance with the terms of this Agreement.
- 14.2.3 Additional Third-Party Terms.** During the Term of this Agreement, Client's use and access to the Recruiting Management Services may be subject to additional terms of services which will be included within the ADP Recruiting Management Services. Prior to enabling the Recruiting Management Services, Client shall ensure that its Users of Recruiting Management Services click through and accept such additional terms of service.
- 14.3 Benefit Services.** The following additional terms and conditions apply to the Benefit Services:
- 14.3.1 Benefits Liaison.** Client shall designate in writing to ADP one or more contacts for the Benefit Services to serve as the Client Benefits Liaison, and such Client Benefits Liaison shall have the authority to (i) provide information, instructions and

direction on behalf of the Client, each Plan Administrator and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate Plan, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with the Benefit Services.

- 14.3.2 Compliance of Benefit Plans.** Client shall furnish to ADP all necessary information and data for each Plan. Client shall be responsible for the final preparation, approval and submission of Plans and related amendments to applicable governmental authorities. Client is responsible for, and shall take measures required under state and federal law to assure the qualification and compliance of the Plans with such laws.
- 14.3.3 Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A "HEALTH CARE CLEARINGHOUSE" WITHIN THE MEANING OF SECTION 1171 OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED ("HIPAA") AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT AS SUCH. FURTHER, ADP DOES NOT PROVIDE CLAIMS PROCESSING OR ANY OTHER COVERED FUNCTION WHICH WOULD CAUSE ADP TO BE CONSIDERED A BUSINESS ASSOCIATE AS DEFINED AT 45 CFR §160.103. ALL ENROLLMENT INFORMATION AND RELATED DATA COLLECTED BY ADP IS ON BEHALF OF CLIENT AND NOT ANY EMPLOYER-SPONSORED BENEFIT PLAN. ALL OTHER INFORMATION COLLECTED BY ADP FOR PROVIDING BENEFITS SERVICES IS CONSIDERED EMPLOYMENT RECORDS AND EXPLICITLY EXCLUDED FROM THE DEFINITION OF PROTECTED HEALTH INFORMATION AS STATED AT 45 CFR §160.103, AND IS NOT PROTECTED BY HIPAA'S PRIVACY RULE. SEE ALSO IDENTIFIABLE HEALTH INFORMATION: FINAL RULE, 67 FED. REG. 53,182, 53,192 (Aug. 14, 2002). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL REGARDING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S).
- 14.3.4 Carrier Connections.** ADP will, at Client's request, and for an additional charge as set forth on the Sales Order, provide Client with the following Carrier Connections services:
- 14.3.4.1** ADP will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP to provide such transmission on Client's behalf. Commencement of carrier connection service is subject to Client completing the configuration setup of Client Content and the format for such transmission to the designated carriers.
- 14.3.4.2** ADP's ability to transmit Client Content data is subject to the provision by Client's designated carriers of a current functional interface between ADP's systems and the designated carriers' systems. ADP will not be obligated to transmit Client's data to designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.
- 14.3.5 Additional Third-Party Terms.** During the Term of this Agreement, the Client's use of, and access to, the Benefit Services may be subject to additional terms of service which shall be included within the Benefit Services. Prior to enabling such Services, Client shall ensure that its Users of Benefit Services click through and accept such additional terms of service.
- 14.3.6 Technology Credit Program.** ADP has a Technology Credit Program to accept technology credits from Strategic Carrier Partners and apply those funds to Client invoices for ADP benefits administration services, subject to the following additional terms:
- 14.3.6.1** As between Client and ADP, Client is solely responsible for (i) Client's acceptance of the Technology Credit; and directing ADP to apply such Technology Credit to offset Client's benefits administration Services fees; (ii) the determination whether the Technology Credit is a Plan Asset and the consequences resulting from such determination; and (iii) any compliance obligations that may arise under ERISA or other applicable laws as a result of Client's acceptance of the Technology Credit.
- 14.3.6.2** If Client elects to accept a Technology Credit, Client will instruct ADP how to apply such Technology Credit. ADP will verify all information provided by Client regarding the Technology Credit with the applicable Strategic Carrier Partner. Per Client direction, ADP will apply the Technology Credit to Client's invoice for benefits administration services fees no earlier than sixty (60) days following ADP's receipt of the Technology Credit from the Strategic Carrier Partner.
- 14.3.6.3** Client shall remain responsible for payment of the fees for the Services in accordance with the Agreement if the Strategic Carrier Partner fails to remit sufficient, good and available funds to ADP.
- 14.3.6.4** To the extent Client adds a Strategic Carrier Partner's benefits plan to Client's ADP Workforce Now benefits module, Client consents to ADP working with such carrier with respect to the Services, including sharing with such carrier that Client offers a benefits plan provided by such carrier.

14.4 WFN EI-9 Services. The following additional terms and conditions apply to the WFN EI-9 Services.

- 14.4.1 Use of Services.** Client shall, and cause the members of the Client Group, receiving the WFN EI-9 Services to do the following:
- 14.4.1.1** Review the USCIS Form I-9, which is the employment eligibility verification form issued by the DHS, including instructions in the form and the guidelines in the current I-9 Handbook, each of which is available on the USCIS website, currently located at <http://www.uscis.gov/i-9central>. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.
 - 14.4.1.2** Client is responsible for reviewing reports available to Client on the WFN EI-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.
 - 14.4.1.3** ADP executed a Memorandum of Understanding with the DHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP and will apply only to the extent Client is using E-Verify through ADP
 - 14.4.1.3.1** Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.
 - 14.4.1.3.2** Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.
 - 14.4.1.3.3** Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN EI-9 Service.
 - 14.4.1.3.4** To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of this Section.
 - 14.4.1.3.5** Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.
 - 14.4.1.3.6** Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).
- 14.4.2 Form I-9 Retention.** During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storage of copies of Forms I-9.
- 14.5 Payment Services.** The following additional terms and conditions apply to the Payment Services:
- 14.5.1 Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.
 - 14.5.2 Additional Requirements.** Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.
 - 14.5.3 Funding Obligations.** Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.
 - 14.5.4 Investment Proceeds; Commingling of Client Funds.** IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.

14.5.5 Recovery of Funds; Stop Payment Requests. Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.

14.6 ADP Wage Payment Services. The following additional terms and conditions apply to ADP Wage Payment Services:

14.6.1 ADPCheck; Direct Deposit. Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. Prior to the first credit to the account of any employee or other individual under ADP Direct Deposit Services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.

14.6.2 Pay Card Services. To the extent received, Client will be responsible for securing all welcome kits to prevent unauthorized access or use.

14.6.2.1 Cardholder Set-Up. Client will set-up (or cause ADP to set-up) each Payee as a Cardholder using data and procedures required by the Issuing Bank or ADP. Client shall provide the appropriate card kit to Payees (i.e. payroll card kit for employees paid wages, commissions, or similar compensation and non-employee card kits for independent contractors). Further, Client shall obtain all necessary consents of each Payee (including those switching from another paycard program) included in submitted set-up data that is required under applicable law and rules, including NACHA, for Payee to (i) receive payments from Client on its Pay Card and (ii) participate in the Pay Card Services, and Client is responsible for reviewing and confirming that all enrollment information supplied to ADP is accurate and complete. Prior to set-up of any Payee on the Cardholder database and distribution of a Pay Card to the Payee, Client will verify the Identity Verification Documents. Client shall obtain from the Payee and provide to ADP the following information: (a) name; (b) residential address (a P.O. Box is not acceptable); (c) date of birth; (d) social security number; and (e) personal telephone number. Client agrees to provide any additional information as may be required by ADP or the Issuing Bank. Client will not provide a Pay Card to individuals outside the United States without the express written consent of ADP. Client further agrees that ADP or Issuing Bank (directly or through a subcontractor) may seek identity information and legal documentation directly from the Payee to verify the identity of any Payee and that a Payee may be denied Pay Card Services for several reasons, including failure to validate the personal information of the Payee. For each Cardholder, Client will make and preserve either of the following: (1) a copy of the Identity Verification Documents; or (2) a description of the Identity Verification Documents, noting the date reviewed, type of document, and if applicable, the document's identification number, place of issuance and issuance and expiration date, provided Client will preserve a copy of all Identity Verification Documents for Payees who are form 1099 independent contractors. Client shall retain such documentation during the time that such Payee is a Cardholder until the earlier of (x) five years from termination of Client's obligation to make payments to such Payee or (y) five years from termination of such Payee's Pay Card account; provided, however, that in the event a longer retention period is required for the Issuing Bank or ADP to meet its legal obligations, as a result of a change in applicable law or official interpretations thereof, ADP shall provide notice of such longer retention period and Client shall retain such documentation for such longer retention period.

14.6.2.2 Enrolling Employees for Cards. Prior to providing Payee's information to ADP to issue a permanent Pay Card or Client enrolling a Payee for an instant issue Pay Card, Client shall provide each Payee with the notice required under the USA Patriot Act which reads as follows: **"IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW PREPAID CARD ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open a prepaid card account, we may require your name, address, date of birth, social security number, tax identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents." The USA Patriot Act notice may be updated from time to time by ADP or the Issuing Bank. Prior to or in conjunction with distributing a Pay Card to any Payee, if applicable, Client shall remove the account routing information from the card kit. Client shall not, disclose or make available any such account routing (ABA/DDA) number to any Payee and shall always direct Payees to the Cardholder services telephone number to obtain such account routing (ABA/DDA) number. Payees must accept the Cardholder Terms and Conditions, and the Pay Card may be cancelled by ADP or the Issuing Bank at any time in accordance with the Cardholder Terms and Conditions. Client will provide Cardholders with any other information and materials regarding the Pay Card Services provided to it from time to time as determined by ADP. The amounts to be loaded to each Cardholder's Pay Card will be provided to ADP by Client through one of ADP's standard pay transmission methods available to Client or another means agreed to by ADP and Client.

14.6.2.3 Pay Card Status, Services and Communications. Client is responsible for ensuring that Cardholders are paid via an alternate pay method in such instances where a Cardholder's Pay Card has not been activated, has terminated, cancelled or is in inactive status and even if a Payee has consented to receive their Permitted Payments by the Pay Card. Client will direct Cardholders to ADP's Cardholder services with respect to any Card inquiries, to resolve all disputes regarding their Pay Card and to report any lost or stolen Pay Cards, provided Client will resolve disputes by Cardholders regarding amounts credited or debited to the Pay Cards at the request of Client (e.g., credits as a result of payroll). Client understands that it is not entitled to access or review any Cardholder transaction information and that it has no right to draw back any amounts funded to the Pay Card other than due to an error. Notwithstanding the foregoing, in limited circumstances (e.g., where necessary to investigate or prevent fraud) and consistent with the applicable Cardholder privacy notice, ADP may provide

certain Cardholder transaction information to Client. Cardholders may receive notices, mailings and other communications related to the Card and Card features (e.g., secondary cards, card portability, reward programs, etc.) from or on behalf of ADP or the Issuing Bank.

- 14.6.2.4 Issuing Bank.** All Pay Cards issued to Cardholders are the property of the Issuing Bank and are subject to cancellation by the Issuing Bank at any time in accordance with the Issuing Bank's Cardholder Terms and Conditions. The Pay Card Services may be modified as required by the Issuing Bank and as ADP may deem appropriate to assist ADP or the Issuing Bank in complying with its obligations, including legal and regulatory obligations.
- 14.6.2.5 Cardholder Fees.** Client acknowledges that separate fees as set forth on the fee schedule provided in the card kit prior to activation of the Pay Card will be applied to the Pay Card and are the responsibility of the Cardholder. Such Cardholder fees are subject to change in accordance with the Cardholder Terms and Conditions applicable to the Pay Cards.
- 14.6.2.6 Information Requests.** Client agrees that upon prior notice from ADP or the Issuing Bank, ADP, the Issuing Bank and any regulatory authorities with jurisdiction over the Issuing Bank or ADP shall have the right to inspect Client's books and records related to Client's use of the Pay Card Services and Client's performance of its obligations with respect thereto.
- 14.6.2.7 Third Party Beneficiary.** Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that the Issuing Bank (and its respective successors and assigns) is a third party beneficiary of this Agreement, but solely as it relates to the Pay Card Services, and is entitled to enforce each of the applicable provisions against Client as well as the limit on liability provisions of Section 7 of the Global Master Terms and Conditions, including in equity and in law, as if it or they were a party hereto.

14.7 ADP Time & Attendance Services. The following additional terms and conditions apply to the ADP Time & Attendance Services:

14.7.1 Time & Attendance Hardware.

- 14.7.1.1** If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer's product documentation and other written instructions provided to Client by ADP.
- 14.7.1.2** Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP's prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP's instructions, normal wear and tear excepted.

14.7.2 Biometric Services. Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client's use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such potentially applicable laws and regulations in accordance with this section. In the event Client is unwilling to comply with laws and regulations potentially applicable to Biometric Services, Client will be able to continue to use ADP Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:

14.7.2.1 Requirements for Receipt of Biometric Services. Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):

14.7.2.1.1 Client Biometric Information Policy. Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:

- 14.7.2.1.1.1** a retention schedule and guidelines for permanently destroying Biometric Data;
- 14.7.2.1.1.2** a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and
- 14.7.2.1.1.3** any additional requirements as required by potentially applicable law.

14.7.2.1.2 Biometric User Notice and Consent. Client will provide notice to and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by potentially applicable law, including:

- 14.7.2.1.2.1** notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining

Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;

14.7.2.1.2.2 obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and

14.7.2.1.2.3 if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.

14.7.2.1.3 Retention and Purging of Biometric Data. Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with potentially applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.

14.7.2.1.4 Storage of Biometric Data in Timeclocks. Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any Biometric Data. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

14.7.2.2 Biometrics Indemnity. Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims (including claims made by or on behalf of Biometric Users) and will indemnify and hold ADP harmless from resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on any performance or breach of Client's obligations in connection with the Biometric Services, including any failure by Client to obtain consent from Biometric Users in connection with the use of the Biometric Services.

14.7.2.3 Third Party Beneficiary. Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.

14.8 Tax Registration Services. ADP shall provide tax registration services as further described in this Section (the "Tax Registration Services") in accordance with and subject to the terms of this Agreement. The Tax Registration Services provided hereunder relate solely to ADP obtaining jurisdiction account numbers for employment tax as requested by Client. In receiving the Tax Registration Services hereunder, Client acknowledges the following:

14.8.1 Client understands that ADP will not perform Tax Registration Services in connection with the following events: (i) mergers and acquisitions; (ii) name, address or entity (corporate form) changes; (iii) applications to a state's Secretary of State; and (iv) closing of accounts with a state taxing agency.

14.8.2 As a third-party service provider, ADP's Services hereunder are consultative in nature. ADP is not representing Client in any dealings before any tax agencies. ADP's provision of the Tax Registration Services should not be construed as legal, tax, or accounting advice. Client should consult its legal, tax, or accounting advisors for such advice.

14.8.3 All submissions to the taxing jurisdiction will be (i) reviewed by Client prior to submission, when provided and (ii) signed by Client where necessary or Client will instruct ADP to affix electronically the Client signature provided by Client. By signing the documents or requesting that ADP affix Client's electronic signature, Client is confirming that (i) Client has reviewed the documents and/or data being submitted to the taxing jurisdiction and (ii) the information contained therein is complete and accurate.

14.8.4 By utilizing the Tax Registration Services, Client authorizes ADP to act on its behalf in obtaining jurisdiction employment tax account numbers including, but not limited to, affixing the electronic signature provided by Client to registration forms and other documentation, submitting forms to tax agencies and directly communicating with such agencies as necessary.

14.8.5 Client understands that ADP's Services are based solely on the information provided by Client and/or otherwise available for ADP in connection with the Services about Client's business established within a particular jurisdiction and other written correspondence that is in reply to ADP's questions regarding the registration process or otherwise provided by Client. Client authorizes ADP to rely upon such in providing the Tax Registration Services. ADP is not responsible for Tax Registration Services provided hereunder based on any inaccurate information supplied by Client or the failure by Client to provide ADP with information relating to the registration process.

14.8.6 Client understands that, for reasons beyond ADP's reasonable control, ADP may not be successful in securing an employment tax account number for Client in any particular jurisdiction.

- 14.8.7** ADP is not responsible for any penalties or interest incurred by Client as a result of ADP's failure to timely receive Client's identification numbers.
- 14.9 State Unemployment Insurance (SUI) Management Services.** The following additional terms and conditions apply to the SUI Management Services:
- 14.9.1 Provision and Transfer of Information.** Client will provide ADP with accurate, complete and timely information necessary for ADP to perform the SUI Management Services, including without limitations, the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies. Client will transfer this information via (i) on-line connection between ADP and Client's computer system or (ii) inbound data transmissions from Client to ADP, using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.
- 14.9.2 Definition of Claim; Claim Cap.** For purposes of the SUI Management Services provided under this Agreement and billed to Client, a "claim" shall be defined as a claim notice generated by a state agency as a result of an individual filing for unemployment insurance benefits. In addition, Client acknowledges and agrees that (i) claim notices are typically generated for each state unemployment tax ID number under which an employee had worked and earned wages; (ii) state unemployment agencies generally issue multiple claim notices per individual as identified by a Social Security Number during the benefit eligibility period upon receiving a request for unemployment benefits; and (iii) all such claim notices require review ADP (e.g., including but not limited to, last employer claims, base period employer claims, periodic qualification claims, additional benefit claims, renewed claims and extended benefit claims). Client further acknowledges and agrees that an applicable claim cap applies to the fees for SUI Management Services and that the claim cap shall be stated on the Sales Order, and will be based on all claim notices processed by ADP as a result of an individual filing for unemployment benefits. The number of claims counted for billing purposes will be reported to Client by ADP as "Claims Processed" via on-line reports.
- 14.10 ADP Wage Garnishment Payment Services.** The following additional terms and conditions apply to the ADP Wage Garnishment Payment Services:
- 14.10.1 Description of Services.** ADP will act solely in the capacity of a third party service provider of payment processing.
- 14.10.2 Client's Use of Services.** Client agrees not to distribute any ADP Checks to Payees in a manner that would allow Payees to access the associated funds before pay date.
- 14.11 Employment Verification Services; Employee Authorized Disclosure.** The following additional terms and conditions apply to the Employment Verification Services and Employee Authorized Disclosure:
- 14.11.1 Employment Verification Services.** Client authorizes ADP and Verification Agents through which Employment Verification Services are performed to disclose, on Client's behalf, Verification Data to Verifiers who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.
- 14.11.1.1 Data Quality.** If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will utilize the latest Verification Data available on ADP's payroll processing system.
- 14.11.1.2 Notice to Furnishers of Information: Obligations of Furnishers of Information.** Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.
- 14.11.1.3 Archival Copies.** Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4 of the Global Master Terms and Conditions will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.
- 14.11.1.4 Employee Authorized Disclosure.** ADP may disclose or use Personal Data of Client's employees to the extent the employee requested or consented to the disclosure or use such as but not limited to when an employee

needs their identity verified when they submit an application for a bank account, cellular service, credit or a benefit.

14.12 Essential ACA Services. The following terms shall apply to Essential ACA Services.

- 14.12.1** Client must use ADP Workforce Now payroll, HR and benefits services in order to purchase and implement Essential ACA. For the avoidance of doubt, all Forms filed by ADP with the IRS on behalf of Client will be filed electronically; any Forms sent to Client for its employees by ADP shall be sent in paper form, and, if Client has ADP's iPay functionality, ADP will also make Forms accessible to Client employees electronically. It will then be Client's responsibility to distribute the Forms directly to its employees.
- 14.12.2 Client ACA Liaison.** Client shall designate in writing to ADP the name of one person who shall serve as the Client ACA Liaison for Essential ACA), and such Client ACA Liaison shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with Essential ACA. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.
- 14.12.3 Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO ESSENTIAL ACA, THE ADP APPLICATION PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.
- 14.12.4 Important Tax Information (IRS Disclosure):** Notwithstanding Client's engagement of ADP to provide Essential ACA , please be aware that Client remains responsible for the timely filing of all required reports and filings, and the timely payment of Client penalty obligations. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477.
- 14.12.5 Additional Requirements.** Client further understands that Essential ACA may be modified as ADP may deem appropriate to assist ADP in complying with its obligations.

14.13 Federated Single Sign On (FSSO). Use of Federated Single Sign On will be subject to the terms located at <https://contracts.adp.com/-/media/microsites/contracts/pdf/adp-federated-single-sign-on-v1-20250225.pdf>.

14.14 ADP Marketplace and Use of ADP APIs.

- 14.14.1 Disclaimer.** ADP may provide Client with access to the ADP Marketplace. Client acknowledges that any third party application or service purchased by Client through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. Client will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by Client and the third party provider and not by this Agreement. ADP will not provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.
- 14.14.2 Transmitting Information to Third Parties.** In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.
- 14.14.3 Use of the ADP APIs.** Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

14.15 ESS & MSS Technology. The following additional terms and conditions apply to the ESS & MSS Technology.

- 14.15.1** Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to

rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.

14.16 ADP Compliance on Demand. The following additional terms and conditions apply to ADP Compliance on Demand:

14.16.1 Compliance Assistance. Client may have access to certain human resources or compliance professionals who may, in ADP's sole discretion, provide reasonable guidance or best practice recommendations to Client which Client may choose to follow. Client assumes all responsibility and risk arising from its use and reliance upon such recommendations. ADP may require Client to include its legal counsel in communications with such professionals. The ADP Compliance on Demand Services are not a substitute for advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation, and that no attorney-client relationship between ADP and Client exists or will be formed as part of the Services. ADP may discontinue access to human resources and compliance professionals in its discretion.

14.17 History Conversion Services. The following additional terms and conditions apply to the History Conversion Services:

14.17.1 Client Obligations. As a prerequisite to receiving the History Conversion Services (the "**Project**"), Client shall (i) allocate sufficient resources to the Project; (ii) provide ADP with a single point of contact and access in order to perform an extraction of historical payroll documents from a single vendor database of reports or registers (if multiple points of contact are required which necessitates additional data extraction work efforts and/or separate security access rights, additional fees may apply); and (iii) perform an inventory of converted historical data and review results in accordance with the timeline set forth below. In addition, if necessary, Client shall complete and validate any data mapping and be responsible for final review of data during the mapping process. If errors in the data mapping are discovered following Client's final validation, corrections to the historical data may be required. Any required data mapping must be completed within sixty (60) days of the date that Client is first able to commence the data mapping processing (the "**Data Mapping Completion Date**"). If Client fails to complete the data mapping by the Data Mapping Completion Date, then additional monthly storage charges shall apply.

14.17.2 Client Consent. Client consents to the direct import of historical payroll documents and historical data into ADP Workforce Now.

14.17.3 Completion of History Conversion Services. Upon completion of the History Conversion Services, Client shall immediately notify ADP if the History Conversion Services and deliverables outlined in the Sales Order have not been satisfactorily delivered. The History Conversion Services will be deemed accepted by Client if no response has been received within five (5) days of the date of completion of such Services.

15 Miscellaneous

15.1 Amendment. This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.

15.2 Assignment. Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

15.3 Subcontracting. Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.

15.4 Entire Agreement. This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between these Global Master Terms and Conditions and any such exhibit, annex, appendix or schedule, the Global Master Terms and Conditions will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.

15.5 No Third Party Beneficiaries. Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).

15.6 Force Majeure. Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.

15.7 Waiver. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.

- 15.8 Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- 15.9 Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.
- 15.10 Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.
- 15.11 Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- 15.12 Communications to U.S. Based Employees.** Client agrees that ADP may use Client's U.S.-based employee and/or participant name, email and mailing address to provide information about products and/or services offered by ADP directly such employees and/or participants. Client may elect for ADP to cease such communications upon 30 days' prior written notice. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional similar communications from ADP.
- 15.13 Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.
- 15.14 Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.15 Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof or to ADP at 99 Jefferson Road, Parsippany, New Jersey 07054, Attention: Legal Department or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the signature page hereof.
- 15.16 Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

Gina Frame
Accounting Administrator
City Of Mt Juliet
2425 N Mount Juliet Rd
Mount Juliet, TN 37122-3038
United States

Sales Order

October 30 2025 | Quote #02-2025-642885

Recurring Fees and Considerations

Number of Employees: 310 on City Of Mt Juliet



Per Processing	Count	Min	Base	Rate	Bi-Weekly	Annual
Workforce Now Payroll Solutions	310		\$60.00	\$3.25	\$1,067.50	\$27,755.00
• Essential Plus Payroll						Included
• Enhanced HR						Included
• HCM Analytics						Included
Employment and Income Verification	310				\$0.00	\$0.00



Monthly Processing	Count	Min	Base	Rate	Monthly	Annual
Workforce Now HCM Solutions	310		\$175.00	\$8.00	\$2,655.00	\$31,860.00
• 360 Degree Retirement Integration with Empower 401k						Included
• Benefits Administration						Included
• Health & Welfare Carrier Connections						Included
• Recruitment and Talent Acquisition						Included
• Recruiting Embedded Intelligence						Included
• Performance and Goal Management						Included
Workforce Manager Time and Attendance						
Hourly Employees	225			\$7.02	\$1,579.50	\$18,954.00
Salaried Employees	85			\$4.69	\$398.65	\$4,783.80
• Compliance on Demand						Included
Accruals	310			\$0.57	\$176.70	\$2,120.40
Scheduling	225			\$0.49	\$110.25	\$1,323.00
InTouch DX Bar Code Clock Subscription	1			\$180.00	\$180.00	\$2,160.00
InTouch DX Bar Code Clock Subscription	1			\$180.00	\$180.00	\$2,160.00
InTouch DX QuickPunch Plus Option Subscription	1			\$16.00	\$16.00	\$192.00
InTouch DX QuickPunch Plus Option Subscription	1			\$16.00	\$16.00	\$192.00
Workforce Now Single Sign On Monthly Maintenance Fee - with Azure	310			\$0.55	\$170.50	\$2,046.00
Automated Export Services (FTP delivery of a WFN custom report)	1			\$50.00	\$50.00	\$600.00
Professional Services: Company and Payroll Historical Documents + Employee Data History	1				\$0.00	\$0.00

Additional Jurisdiction (if applicable)	2+				\$11.00/month	
Estimated quantity of Wisely Pay Cards needed:	1				No Charge, included with Payroll processing	
Wisely Now check for terms / off cycle payments					\$8.00 per transaction	
Wisely Now check void and/or stop payments					\$10.00 per transaction	
International Employees Rate (if applicable)					\$3.10/month	
Courier Delivery (if applicable)					\$20.00 per delivery	



Annual Processing	Count	Min	Base	Rate	Annual	
Year End Forms, W2s or 1099s	310			\$3.48		\$1,078.80

Total Annual Investment

\$95,225.00

Other Considerations

Hardware and Other Fees			Count	Rate	Total
• Standard Connections - Cigna - Preferred Carrier			1	\$750.00	\$750.00
• Standard Connections - BCBS (Blue Cross Blue Shield)			1	\$750.00	\$750.00
• Professional Services: Company and Payroll Historical Documents + Employee Data History			1	\$0.00	\$0.00
• Affordable Care Act (ACA) Data History			1	\$1,800.00	\$1,800.00

Implementation					Total
• Implementation for Workforce Now Payroll Solutions					\$6,500.00
• Implementation for ADP Workforce Manager					\$5,375.00
• Implementation for Accruals					\$1,250.00
• Implementation for Scheduling					\$1,250.00



Total Setup

\$60,600.00

Discount Value

(\$42,925.00)

Total Net Setup

\$17,675.00

Important Project and Billing Information

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

Billing for all modules bundled under HCM Solutions will begin on the date the ADP Product or Service is available for use by the CLIENT in a production environment. The billing count is based on all unique lives in the database paid in the previous calendar month. Any non-terminated employees based outside the United States will be billed separately as International Employees.

Billing for Workforce Manager will begin on the date Workforce Manager is available for use by the CLIENT in a production environment. The billing count is based on all non-terminated lives in the Time Module, including managers/supervisors that need to approve time cards. Billing for add-on modules will include counts based on those lives specifically added and maintained by the practitioner.

Workforce Manager can only be used for tracking time for US associates only. Clients are prohibited from leveraging this solution to track time for anyone located outside the US.

Unemployment Claims in excess of the 10% claims cap will be billed at \$36.00 per claim. The fee for optional hearing representation is \$155.00 per appearance. Attorney representation required in certain states and is subject to change (currently: AZ, DE, KY, MO, NC, SC, SD, and WV). Representation fee not to exceed actual attorney fees. Optional service available through non-ADP affiliated attorneys. Attorneys will be retained on behalf of client for limited purpose of representing Client at the hearing. No referral fee applies. No attorney-client relationship exists or will be formed between ADP and Client.

Client intends to use Direct Deposit and Paycard and be fully paperless for Employee Pay Statements using ADP Self Service and/or ADP Mobile App to view all Pay and W2 information. By doing so, ADP will not charge a delivery fee unless something is in fact delivered.

Promotion

Client will receive 12 months free spread over 2 years, applying to months 2-10 and 13-15 from each product/controls billing start date (also referred to as the Promotional Period). The Promo excludes delivery, reverse wire, jurisdiction, maintenance, implementation, professional Services and year-end fees. The monthly Promo value may vary. Services added after the date hereof are excluded from the Promo.

Other

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date. ADP will send all invoices to gkeen@mtjuliet-tn.gov
Expiration Date: 11/17/2025

Important Professional Services Information

360 DEGREE RETIREMENT INTEGRATION

Project Description: Configure a 360 degree retirement integration, on behalf of our mutual client, between ADP Workforce Now and a 401k vendor for which ADP has established a relationship.

Project Prerequisites: 1) ADP as the system of record for deductions is turned off prior to go live. 2) Client is using the current version of ADP Workforce Now. 3) Expanded fields are on in ADP Workforce Now. 4) The Effective Dating feature of ADP Workforce Now is enabled. 5) Vendor has established a 360 relationship with ADP and is able to supply a file containing deferral changes on behalf of the client. 6) Client should be live at the 401k vendor. 7) Client understands that SSN may be the ID of record. 8) The files inbound and outbound are in the negotiated vendor layout. 9) The files inbound and outbound are delivered via SFTP and ETS respectively. 10) Client understands that the vendor might send a full record instead of changes only causing ADP Workforce Now to display messaging for changes/deletion to data that is not in the employee. 11) Client understands that if available, the hardship feature is not managed through the integration. 12) 401k vendor must have a Technical Resource engaged to implement the integration.

ADP Responsibilities: 1) Work with client and vendor to complete set up of outbound file to 401k vendor. 2) Work with client and vendor to complete set up of inbound file from 401k vendor. 3) Configure file transfer setups for both inbound and outbound. 4) Assist client with testing of the file transfers and integration results. 5) No-Start the sales order if the client is not live at the administrator or the administrator does not have a Technical Resource engaged to implement the integration.

Client Responsibilities: 1) Work with ADP Support where applicable to ensure any inbound deductions are no longer being determined by the ADP Benefit Module. 2) Work with Integration Specialist and vendor to complete set up of outbound file to 401k vendor. 3) Work with Integration Specialist and vendor to complete set up of inbound file from 401k vendor. 4) Test automatic import of inbound file into ADP Workforce Now and review integration results. 5) Test automatic export of outbound file to 401k vendor and review accompanying reports for accuracy.

Project Completion Criteria: Client has processed a payroll containing changes supplied via integration, after which time the recurring fee billing will begin.

Changes in project scope and/or unforeseen internal/external issues such as delays beyond ADP control may impact completion date. Prices for the statement of work as set on the effective date shall not change, but any changes or additions to the statement of work shall be subject to price changes in the normal course of business, at ADP's discretion.

Upon completion of the project ADP will request confirmation from the Client that the services and deliverables outlined herein have been satisfactorily delivered. Services, including any deliverables, will be deemed accepted by Client if no response has been received within 5 business days of the date of this confirmation request.

In the event that Client ceases to engage for 30 days in this project, this order will be cancelled, and ADP Sales must be engaged, and a new order must be processed. This signed order will expire after 9 months from project kickoff, requiring a new sales order. Note: In such cases, your existing specialist is not guaranteed to continue with the project and additional fees may then apply.

AUTOMATED EXPORT SERVICES

Project Description: Configure the automatic distribution of an existing ADP Custom Reporting report to a client or third party using their transport protocol of choice.

Project Prerequisites: 1) Report to be transferred has been created in ADP Custom Reporting. 2) Destination firewall is open to traffic from IP address 170.146.220.240 & 170.146.221.240. 3) Destination directory allows ADP ls/dir, write, rename, delete and read permissions.

ADP Responsibilities: 1) Configure destination endpoint. 2) Deliver test file to destination directory. 3) Establish report execution schedule for one report.

Client Responsibilities: 1) Provide information to ADP that is necessary to configure the required file transfer. 2) Confirm receipt of test file.

Project Completion Criteria: 1) Client has confirmed receipt of test file and schedule is established.

Changes in project scope and/or unforeseen internal/external issues such as delays beyond ADP control may impact completion date and project cost. Prices for the statement of work as set on the effective date shall not change, but any changes or additions to the statement of work shall be subject to price changes in the normal course of business, at ADP's discretion.

Upon completion of the project ADP will request confirmation from the Client that the services and deliverables outlined herein have been satisfactorily delivered. Services, including any deliverables, will be deemed accepted by Client if no response has been received within 5 business days of the date of this confirmation request.

In the event that Client terminates this project and work hereunder has already commenced, Client agrees that it is responsible for all costs and fees incurred by ADP prior to the effective date of such termination and such amounts shall be due and payable by Client to ADP according to the Client's previously-established payment terms with ADP.

History conversion: History Conversion Services include up to seven years of historical data from a single database source. Additional fees may apply for (i) conversion of historical data from more than one database or (ii) more than seven years of historical data.

Summary

Estimated Annual Net Investment:	\$95,225.00	Total Net Implementation:	\$17,675.00
Estimated Annual Net Investment during promotional period:	\$49,519.40		

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, Inc.

Client: City Of Mt Juliet

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Included Services

Essential Plus Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- Group Term Life Auto Calculation
- Intelligent Insights for Employee Issue Resolution
- Online Reports and Pay Statements

Enhanced HR

- Employee Development Tracking
- Paid Time Off Accruals Engine
- Multiple Languages & Currencies
- Country Specific Workflows & Processes
- Country Specific Formatting & Custom Fields
- Secure Online Document Storage with Role Based Security, Search & Audit Functionality
- Employee Feedback and Sentiment Surveys

HCM Analytics

- Pre-Configured Key Performance
- Executive Dashboard

IT Management Core

- Buy, ship, manage and reassign employee hardware

360 Degree Retirement Integration with Empower 401k

Benefits Administration

- Multiple Benefit Plan Types
- Flexible Rate Structures (Age Banded & Salary Tiers)
- ACA Measurement Dashboard
- Evidence of Benefit Offering Screens
- Annual 1094-C Filing

Health & Welfare Carrier Connections

- Integration with insurance carriers for enrollment and eligibility
- Real-time API integration with strategic carrier partners

Recruitment and Talent Acquisition

- Mobile-first, branded career site for applicants
- Seamless job posting on 25,000+ job sites
- Candidate communications using email and mobile text
- ZipRecruiter job slots

Performance and Goal Management

- Custom Performance Review Templates
- 360 Degree Peer Review
- Compensation Management

Workforce Manager Time and Attendance

- Multiple Time Collection Methods
- PTO Management & Reporting
- Request & Approval Workflows
- WFM Manager and Employee Self Service Training
- 100% mobile for supervisors and employees

Compliance on Demand

- Federal, state and local regulatory content

- Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution
- Conversational Virtual Assistant
- Wisely Pay Card Services

- New Hire Onboarding / I-9 Workflow
- Compliance Reporting
- Organization Charting
- Policy Acknowledgement
- Total Rewards Statements
- 360 Degree Retirement Integration with Empower 401k

- Communication Broadcasts

- Ability to Customize Additional KPIs
- Pay Equity Storyboard

- Easily retrieve laptops when offboarding employees

- Dependent & Beneficiary Tracking
- Notifications & Approvals
- Invoice Auditing
- Annual 1095-C Forms
- Employee Open Enrollment with Personalized Decision Support

- Pass changes tied to new hires, life events, open enrollment and terminations
- EDI integration for enrollment and eligibility with more than 700 carrier partners

- Requisition management and reporting
- Talent communities
- Interview scheduling and offer letter management
- Industry and Geographic Compensation Benchmarks

- Employee Goal Management
- Manager Dashboard
- Succession Planning

- Rule Based Calculations
- Web Native
- Attestation Toolkit

- An ADP client community discussion forum

Included Services

- Proactive legislative alerts from ADP

Employment and Income Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications

- Access to ADP compliance experts

- Client access to Electronic Reports and Tools
- Immigration Verifications

Workforce Now Single Sign On Monthly Maintenance Fee - with Azure

Thank you for your consideration