

Mt. Juliet, Tennessee

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



Agenda

Monday, August 11, 2025

6:30 PM

Commission Chambers

Board of Commissioners

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 - 7-28-25

[1335](#)

Attachments: [Meeting Minutes to be Approved - 7-28-25](#)

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. New Business

8.A. AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 8790 SAUNDERSVILLE ROAD, APPROXIMATELY 1 ACRE, MAP 032H, GROUP A, PARCEL 009.00 FROM RS-40 TO RS-3

[1305](#)

Sponsors: Planning Commission Positive Recommendation

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

Legislative History

7/17/25 Planning Commission

**Positive Recommendation to
the Board of Commissioners

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

[0669](#)

Sponsors: Planning Commission Negative Recommendation

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

Legislative History

5/16/24 Planning Commission

deferred to the Planning
Commission

- | | | | |
|---------|------------------------|---|--|
| 6/20/24 | Planning Commission | **negative recommendation to the Board of Commissioners | |
| 7/8/24 | Board of Commissioners | deferred to the Board of Commissioners | |
| 7/22/24 | Board of Commissioners | deferred to the Board of Commissioners | |
- 8.C.** RESOLUTION SUPPORTING APPLICATIONS FOR THE STATE OF TENNESSEE'S 2026 STATEWIDE PARTNERSHIP PROGRAM (SPP) **1336**
- Sponsors:** Art Giles, Commissioner, James Maness, Mayor
- Attachments:** [Resolution](#)
[Executive Summary](#)
- 8.D.** A RESOLUTION OF THE CITY OF MT. JULIET, TENNESSEE, APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF MT. JULIET AND COSTCO WHOLESALE CORPORATION. **1340**
- Sponsors:** Kenneth Martin, City Manager,
- Attachments:** [Resolution](#)
[First Amendment to Development and Reimbursement Agreement](#)
[Development and Reimbursement Agreement 06.21.23](#)
- 9. Appointments**
- 9.A.** City of Mt. Juliet Ethics Commission - District 1 - Commissioner Giles **1339**
- Sponsors:** Art Giles, Commissioner
- Attachments:** [City Code Sec. 2-355 \(Relevant Sections\)](#)
- 10. Adjournment**



Mt. Juliet, Tennessee

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

Staff Report

File #: 1335

Agenda Date: 8/11/2025

Agenda #: 4.A.

Title:

Meeting Minutes to be Approved - 7-28-25

Mt. Juliet, Tennessee

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



Meeting Minutes

Monday, July 28, 2025

6:30 PM

Commission Chambers

Board of Commissioners

1. Public Hearing 6:15 PM

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

1.A. Public Hearing Notice - 7-28-25[1327](#)

Attachments: [Public Notice - 7-28-25](#)

Tim Martin, 819 Muscogee Way, representative of Mt. Juliet Church of Christ, was present to discuss the item 9.A. if needed

No other citizens spoke.

2. 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

3. Set Agenda

The agenda was approved as published with no objections.

4. Invocation & Pledge of Allegiance

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

5. Approval of Minutes**5.A. Meeting Minutes to be Approved - 7-14-25**[1326](#)

Attachments: [Meeting Minutes to be Approved - 7-14-25](#)

The minutes were approved as published with no objections. Commissioner Hefner abstained, as he was not present at the meeting for which the minutes were being approved.

The minutes were approved.

RESULT: APPROVED

MOVER: James Maness

SECONDER: Art Giles

6. Citizens Comments

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

None were heard.

7. Commissioner Reports & Comments

Commissioner Giles welcomed everyone and reminded the public that school is starting on Friday. He encouraged drivers to be cautious and watchful for children and to be mindful and appreciative of teachers. He shared that his wife was a teacher and principal and offered thoughts and prayers for all educators. Commissioner Giles also mentioned that he had the opportunity to tour the new Police Department facility before its completion. He expressed his pride in the City of Mt. Juliet, highlighting the safety provided by first responders.

Vice Mayor Trivett thanked everyone for attending and for watching online. He acknowledged the presence of the Scouts and expressed appreciation for the community's engagement. He commended the Mt. Juliet Police Department for being proactive and doing a great job keeping the streets safe, and thanked the officers for their continued efforts. He also praised the Mt. Juliet Fire Department for their quick response to a recent house fire in the community. With school starting back, he reminded everyone to be cautious, especially with new student drivers on the road, and urged everyone to follow traffic laws. He noted that MJPD will be monitoring and encouraged drivers to remain alert.

Commissioner Hefner welcomed everyone watching on TV and those attending in person. He thanked Public Works and all involved for their efforts in addressing and completing repairs at the railroad crossing. Commissioner Hefner also reminded the community that school is starting back, and encouraged caution for children walking to and from school. He reported positive sales tax revenue figures, noting they are higher than the same period last year, and encouraged residents to continue shopping local.

Commissioner Milele thanked everyone for attending, including the Scouts. She reminded the public that school traffic will be increasing, with teachers returning the following morning and students starting on Friday. She also noted that her City newsletter will be released on Friday.

Mayor Maness welcomed Troop 934 and noted that they are working on two merit badges: Citizenship in the Community and Communications. He thanked them for attending.

8. City Manager's Report

City Manager Martin thanked everyone for attending, including the Scouts. He gave a shout-out to Public Works Director Matt White and the entire Public Works team. He also thanked all City employees who have been working in the extreme heat. City Manager Martin encouraged residents to shop local, noting that sales tax numbers were up and expressing hope that the trend would continue.

9. Unfinished Business

- 9.A.** AN ORDINANCE AUTHORIZING THE ABANDONMENT OF A PORTION OF THE EXISTING R-O-W OF 2ND AVENUE SOUTH AND ACCEPTANCE OF PUBLIC R-O-W DEDICATION FROM MT. JULIET CHURCH OF CHRIST, BOTH LOCATED AT 1940 NORTH MT. JULIET ROAD, MAP 055, PARCEL 95.00.

[1221](#)

Sponsors: Planning Commission Positive Recommendation

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

A motion was made by Commissioner Giles to accept the redlined version of the ordinance as a substitute for the original attached to the agenda. The motion was seconded by Commissioner Milele.

The redlined version of the ordinance includes an update reflecting that Mt. Juliet Church of Christ is now offering to dedicate additional property extending up the creek, rather than the previously proposed 20-foot-wide section. The Planning Commission will need to approve an amended plat.

Commissioner Giles thanked Mt. Juliet Church of Christ and expressed appreciation for what they have done.

Discussion was held.

Vote yea unanimous on the amendment.

Back on ordinance as 1X amended.

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

RESULT: ADOPTED

MOVER: Art Giles

SECONDER: Bill Trivett

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 2025-38

10. New Business

10.A. RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND KIMLEY-HORN FOR BID AND CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE TOWN CENTER TRAIL, PHASE 3 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

1293

Sponsors: Kenneth Martin, City Manager,

Attachments: [Resolution](#)
[Executive Summary](#)
[Contract Amendment 1](#)

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

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Art Giles

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 59-2025

10.B. RESOLUTION APPROVING ATTACHMENT TO THE MASTER AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND WATER MANAGEMENT SERVICES, LLC FOR THE GOLDEN BEAR GATEWAY REGIONAL PUMP STATION AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

1328

Sponsors: Kenneth Martin, City Manager,

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

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

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Art Giles

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 60-2025

10.C. A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SECOND MODIFIED AGREEMENT BETWEEN FLOCK SAFETY AND THE CITY OF MT. JULIET POLICE DEPARTMENT

1331

Sponsors: Kenneth Martin, City Manager,

Attachments: [Resolution Agreement \(Second Modification\)](#)

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

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Art Giles

Aye: Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner
Enactment No: 61-2025

11. Appointments

11.A. Real Estate Advisory Committee: Commercial Real Estate Appraiser Appointment

1329

Sponsors: James Maness, Mayor

Attachments: [Real Estate Advisory Committee Resolution 29-2014](#)

Mayor Maness appointed Russell Parrish to serve as the Commercial Real Estate Appraiser on the Real Estate Advisory Committee.

A motion was made that this appointment 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

11.B. Real Estate Advisory Committee: Board of Commissioners
Representative Appointment

[1330](#)

Sponsors: James Maness, Mayor

Attachments: [Real Estate Advisory Committee
Resolution 29-2014](#)

Mayor Maness asked if any member of the Board would be willing to serve as the Board of Commissioners representative on the Real Estate Advisory Committee.

Commissioner Giles volunteered.

Mayor Maness made a motion to appoint Commissioner Giles to the position.

A motion was made that this appointment 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

12. Discussion Items

12.A. Transportation Plan Update & FY25 BUILD Grant Integration**1332****Sponsors:** Scott Hefner, Commissioner**Attachments:** [Notice of Award](#)

Commissioner Hefner expressed that this was great news and asked whether the \$24.6 million grant award would replace the City's previously allocated \$25 million. Public Works Director Matt White clarified that it does not replace the \$25 million, and he provided background on why the City applied for the grant. He explained that the additional federal funding could accelerate the project timeline by a few years and that this particular project was the only one eligible and justifiable under the grant criteria.

Public Works Director Matt White noted that the City was awarded \$24,666,750, which must begin being used by 2029. He also stated he will be submitting an application to TDOT in an effort to expedite the project timeline.

Discussion was held.

Public Works Director Matt White distributed a handout detailing recommended voluntary contribution additions and advised that the City contribute at least \$3 million.

The Board praised Public Works for their work on securing this grant.

Discussion was held.

13. Adjournment

7:08 pm

Mayor James Maness

City Recorder Sheila S. Lockett, MMC



Mt. Juliet, Tennessee

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

Staff Report

File #: 1305

Agenda Date: 8/11/2025

Agenda #: 8.A.

Title:

AN ORDINANCE TO REZONE THE PROPERTY LOCATED AT 8790 SAUNDERSVILLE ROAD, APPROXIMATELY 1 ACRE, MAP 032H, GROUP A, PARCEL 009.00 FROM RS-40 TO RS-3

ORDINANCE NO. _____

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

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 Regional Planning Commission considered this request during their meeting on July 17th, 2025, and forwarded a positive recommendation (8-0-0) for approval to the Board of Commissioners; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the property from RS-40 to RS-30; and

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 the certain parcel of real property at 8790 Saundersville Road, approximately 1 acre, Map 032H, Group A, Parcel 009.00 from RS-40 to RS-30 (Exhibit B), subject to the conditions below:

Planning and Zoning:

1. All requirements and regulations of RS-30 zoning shall apply to the property should the rezone be approved by the Board of Commissioners.

LEGAL DESCRIPTION – See Exhibit A (attached)

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

BE IT FURTHER ORDAINED

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

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

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

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Luckett, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

EXHIBIT A

Land in Wilson County, Tennessee, being Lot No. 8 on the Plan of Cedar Creek Subdivision of record in Plat Book 3, Page 98, in the Register's Office for Wilson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to Weldon Michael Ehlert and Kelly Ann Ehlert, husband and wife by Warranty Deed from Jeremy Woodson and Jane Woodson, husband and wife of record in Book 2071, Page 329, Register's Office for Wilson County, Tennessee, dated April 20, 2021 and recorded on April 27, 2021.

This property is unimproved ☒ improved property known as: 0 Saundersville Road Lot 8, Mt. Juliet, TN 37122.

Certain real estate located In Wilson County, Tennessee, being Lots 7 and 8 of Cedar Creek Subdivision, Part 2, a plat of which is recorded In Plat Book 3, Page 32, Register's Office for Wilson County, Tennessee, described as follows:

Beginning at a point marked with a concrete monument In the easterly margin of River Road, which monument marks the corner of said lots and the lands of Tanksley lying to the South, said point being the southwest corner of said Lot 7; thence running In a northerly direction along the easterly margin of said Lot 7, North 20 degrees 49 minutes East 105.80 feet to a concrete monument, Which is In the boundary line between Lots 7 and 8 in said part of said subdivision; thence continuing along the easterly margin of said River Road In a northerly direction North 22 degrees 29 minutes East 106.53 feet to a concrete monument In the margin of said Road, which said monument is In the boundary line between said Lot 8 and 9 South 74 degrees 22 minutes East 372.32 feet to a point designated by an iron pin, which point is in the line running along the easterly margin of Lot 8 in said plan; thence South 0 degree 52 minutes East 110.65 feet to an Iron pin in said line, which pin is in the intersection of said line and the boundary line between Lots 7 and 8 on said Plan; thence continuing South 0 degree 52 minutes:East 110.05 feet to a concrete monument, which is at the southeast corner of said Part 2 'of said subdivision plan; thence along the southerly boundary line of said Lot 7, North 74 degrees 22 minutes West 476.79 feet to the point of beginning.

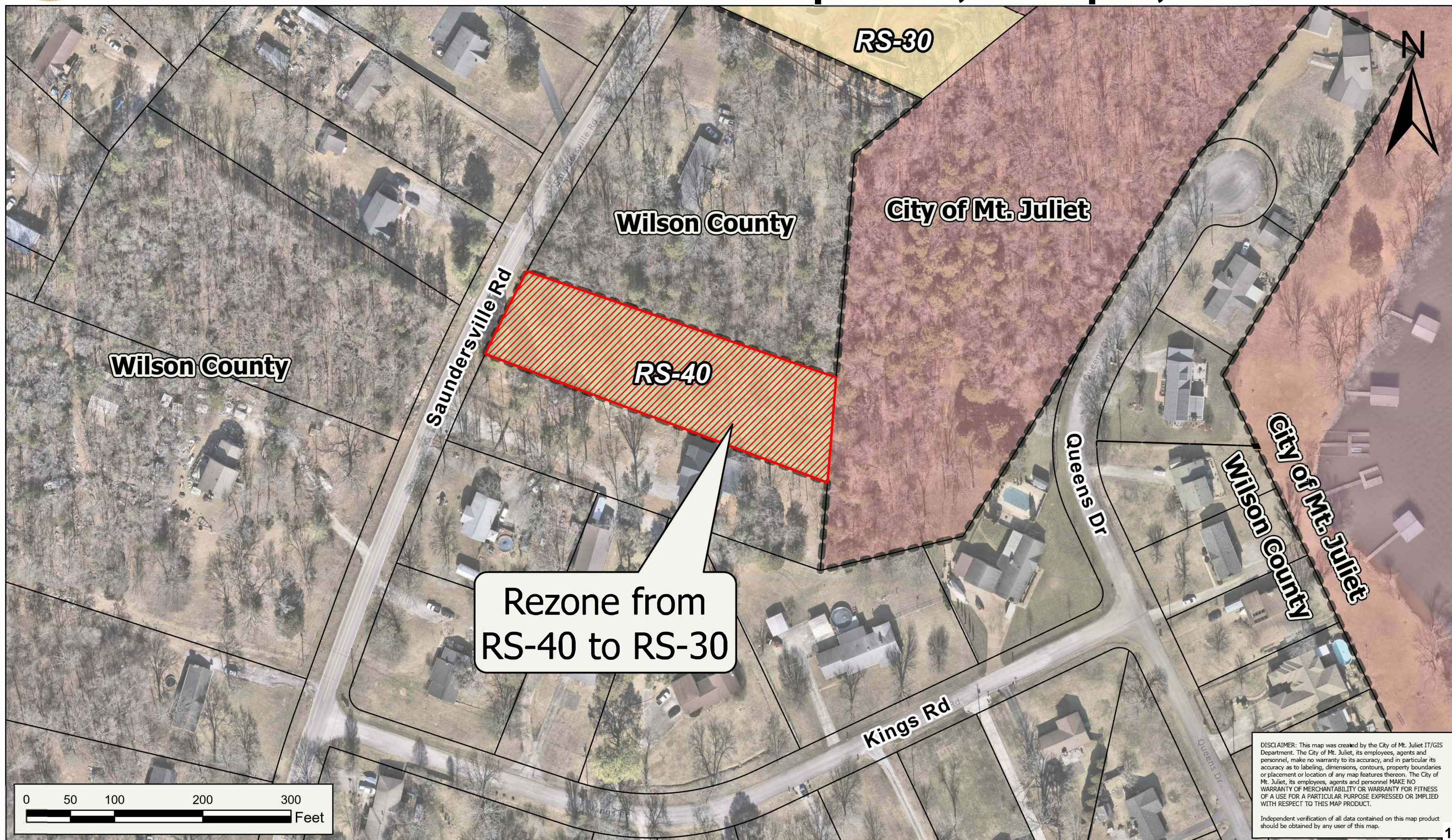
Being part of the same property conveyed to The Regen Family Trust by Quitclaim Deed from Marjorie Lee Charles Regen dated September 20, 2002 of Record in Book 931, Page 1665, Register's Office for Wilson County, Tennessee.

This property is ☐ unimproved ☒ improved property known as: Lot 7 & 8 Saundersville Road, Mt. Juliet, TN 37122.



Exhibit B- Rezone

8790 Saundersville Rd Map 032H, Group A, Parcel 009.00





MEMORANDUM

Date: July 17, 2025

To: Luke Winchester, Chairman
and Planning Commission

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

Re: 8790 Saundersville Rd.
Rezone
Map – 032H
Group – A
Parcel – 009.00

Request: The property owner requests a rezone approval for property located at 8790 Saundersville Road in District 1.

Analysis: The subject property is located on the South side of Saundersville Road and consists of approximately one acre. The property is currently vacant. The request is a zone change from RS-40 to RS-30 due to the lot coverage and setbacks, to build a single-family residence on this lot. A summary of the request is below:

REQUEST SUMMARY	Land Use Map Classification	Requested Classification	Current Zoning District	Requested Zoning District
8790 Saundersville	Medium Density Residential	N/A	RS-40	RS-30

Future Land Use Plan: This property is in the City limits, as it was previously annexed. The City's future land use plan identifies this area as medium density residential. The request is consistent with the land use plan, so no change is required nor sought.

Zoning: Current zoning is RS-40, requested is RS-30, the land use plan is supportive of this request.

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

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

5. *is possible because conditions affecting the area have changed to a sufficient extent to warrant an amendment to the zoning map, and*
6. *allows uses by right, for which the base infrastructure is in place or will be required, to support their operation.*

Summary: This rezone request is for RS-40 to RS-30 and the City's land use plan supports the request.

Recommendation: Staff recommends forwarding the rezone request for 8790 Saundersville Rd, from RS-40 to RS-30, to the Board of Commissioners with a positive recommendation, subject to the conditions below:

Planning and Zoning:

1. All requirements and regulations found in the zoning ordinance pertaining to RS-30 zoning shall apply to the property should the rezone be approved by the Board of Commissioners.

Engineering:

1. No Comments Received.

WWUD:

1. No Comments Received.

Wilson County Schools:

1. No Comments Received.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0669

Agenda Date: 8/11/2025

Agenda #: 8.B.

Title:

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

ORDINANCE NO. _____

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

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 June 20, 2024, and forwarded a negative 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 _____ 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 2190 N. Mt. Juliet Road, Map 072I, Group C, Parcel 011.00, approximately 0.48 acres, from CTC to CNS PUD and adopt the Preliminary Master Development for 2190 NMJR Convenience Store.

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 2190 N. Mt. Juliet Road, Map 072I, Group C, Parcel 011.00, approximately 0.48 acres, from CTC to CNS PUD (Exhibit B).

LEGAL DESCRIPTION – See Exhibit A (attached)

SECTION 2. – The Preliminary Master Development Plan for 2190 NMJR Convenience Store 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. Label the zoning of adjacent parcels.
2. All commercial design regulations and supplemental regulations shall be adhered to excepting any waivers granted by the Board of Commissioners.
3. Secondary façade materials shall not include metal or vinyl.
4. Provide a pedestrian connection from the r-o-w to the main building entrance via pavement and striping.

5. Roof mounted HVAC equipment shall be screened entirely from horizontal view via the parapet wall.
6. Provide evidence of the railroads approval of the use and modification of their r-o-w.
7. Raise the sidewalk on the east side of the building to eliminate the excess bollards.
8. Identify the area of the existing building on subsequent submittals.
9. Wall mounted utility meters shall be screened with brick/stone screen walls or painted to match the building façade.
10. The dumpster enclosure shall meet all requirements found in 6-103.7.
11. All building mounted exterior lighting fixtures shall be decorative.
12. Site lighting shall be decorative, mounted to black poles.
13. Decorative low maintenance fencing is required should it be used.
14. Brick shall be clay, baked and individually laid.
15. Stone shall be individually laid.
16. ADA signage shall be placed in a bollard.
17. Poles, posts and bollards shall be painted black, channel posts are not permitted.
18. Provide a loading zone for deliveries.
19. Screen all gas release and associated equipment from the public ROW.
20. Provide a trash receptacle at the main building entrance per the requirements of the commercial design standards 6-103.7.
21. Signage shall be reviewed and approved via a separate application to the Planning Department.
22. No exterior signage is permitted for tobacco and/or alcohol.
23. No signage is permitted to be placed on the gas canopy or bollards.
24. Remove off-site improvements from the plan (rail r-o-w).
25. Due to the waiver request for street yard relief, provide foundation plantings around the building.
26. Brick shall be clay, baked and individually laid.
27. Consider decreasing the size of the building or eliminating the fuel pumps to alleviate the parking and site constriction issues.
28. Provide a dumpster detail compliant with 6-103.7.
29. Provide landscaping along the Northern Boundary line to discourage customers from parking in the railroad ROW and drive aisle.

Public Works:

1. Upgrade sidewalk along NMJR to 6' and meet ADA requirements.
2. No construction activities shall be done in the railroad right-of-way without written agreement from NERA and RJ Corman Railroad.
3. Water quality is required and shall be addressed at site plan/FMDP submittal.
4. This property and the property to the west (108 W. Division St.) currently utilize the NERA ROW for access.
 - Provide proof of agreement to utilize the RR ROW for access to both properties and parking (if applicable).
 - Remove any required parking from NERA ROW regardless of agreement. Non-required parking can be permitted with signed agreement, but all parking and drive aisles to meet zoning requirements shall be within the boundaries of the property.
5. Sidewalks along the store frontage shall be raised from the asphalt.
6. No parking will be provided from the railroad ROW.

7. Coordination shall take place with the City on the City's southbound deceleration lane project on Mt. Juliet Road (to W. Division St) as this project progresses.
8. Due to the lack of space for vehicles to queue on NMJR, left turns into the development should be restricted. These will be striping modifications and signage to NMJR that are subject to review and approval by TDOT.

Wilson County Schools:

1. Need to discuss service connection and cross connection along separation sewer service and water service.

West Wilson Utility District:

2. Need to discuss service connection and cross connection along separation sewer service and water service.

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

BE IT FURTHER ORDAINED

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

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

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Lockett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

Exhibit A

SITUATED and lying in Mt. Juliet, 1st Civil District of Wilson County, Tennessee, bounded generally as follows: North by Tennessee Central Railway; East by public road leading to the Lebanon-Nashville Pike; South by McFarland et al; West by Macon Castleman. Said lot fronts 125 feet on said public road, being 172 feet deep along the southerly line, 147 feet wide along the westerly line, and 141 feet deep along the northerly line. However, according to survey of J. Roy Wauford & Company dated August 31, 1964, said property is described as follows: BEGINNING at an iron pin labeled "A", said point being on the westerly right-of-way of Mt. Juliet Road and 200.29 feet from a railroad spike in the center line of West Division Street, said distance is measured along the westerly right-of-way of Mt. Juliet Road and on a bearing of North 4 degrees 30 minutes East; thence leaving said right-of-way North 73 degrees 37 minutes West 183.65 feet to an iron pin; thence North 24 degrees 38 minutes East 149.57 feet East to an iron pin on the southwesterly right-of-way line of Tennessee Central Railroad; thence southeasterly along said southwesterly right-of-way line along a curve to the right, having a radius of 1859.90 feet, a delta angle of 4 degrees 17 minutes; an interior angle of 89 degrees 43 minutes between the last call and the tangent at the P.C. and an arc distance of 138.84 feet to an iron pin on the westerly right-of-way of Mt. Juliet Road; thence with said right-of-way South 4 degrees 30 minutes West 125 feet to the point of beginning, and containing 0.50 acres, more or less.

Subject to an Agreement for Dedication of Easement for Public Utilities, recorded on January 20, 2006, in Book 1159, Page 2261, in the Register's Office of Wilson County, Tennessee.

BEING the same property conveyed to BBK Investments, LLC by deed dated June 28, 2004 from Gallatin Oil Company, Inc., of record in Record Book 1063, Page 1659, Register's Office of Wilson County, Tennessee.

Previous and last conveyance being a Warranty Deed from BBK INVESTMENTS, LLC to SOLOMAN YITBAREK and EZINSH TEKLEHYMANET, recorded on April 22, 2005, in Book 1109, Page 353, in the Register's Office of Wilson County, Tennessee.

Map 721, Group C, Parcel 11.00

Tax notices may be mailed to the grantee herein at P.O.
Box 24, Crossville, TN 38557.

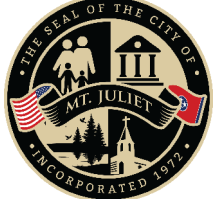
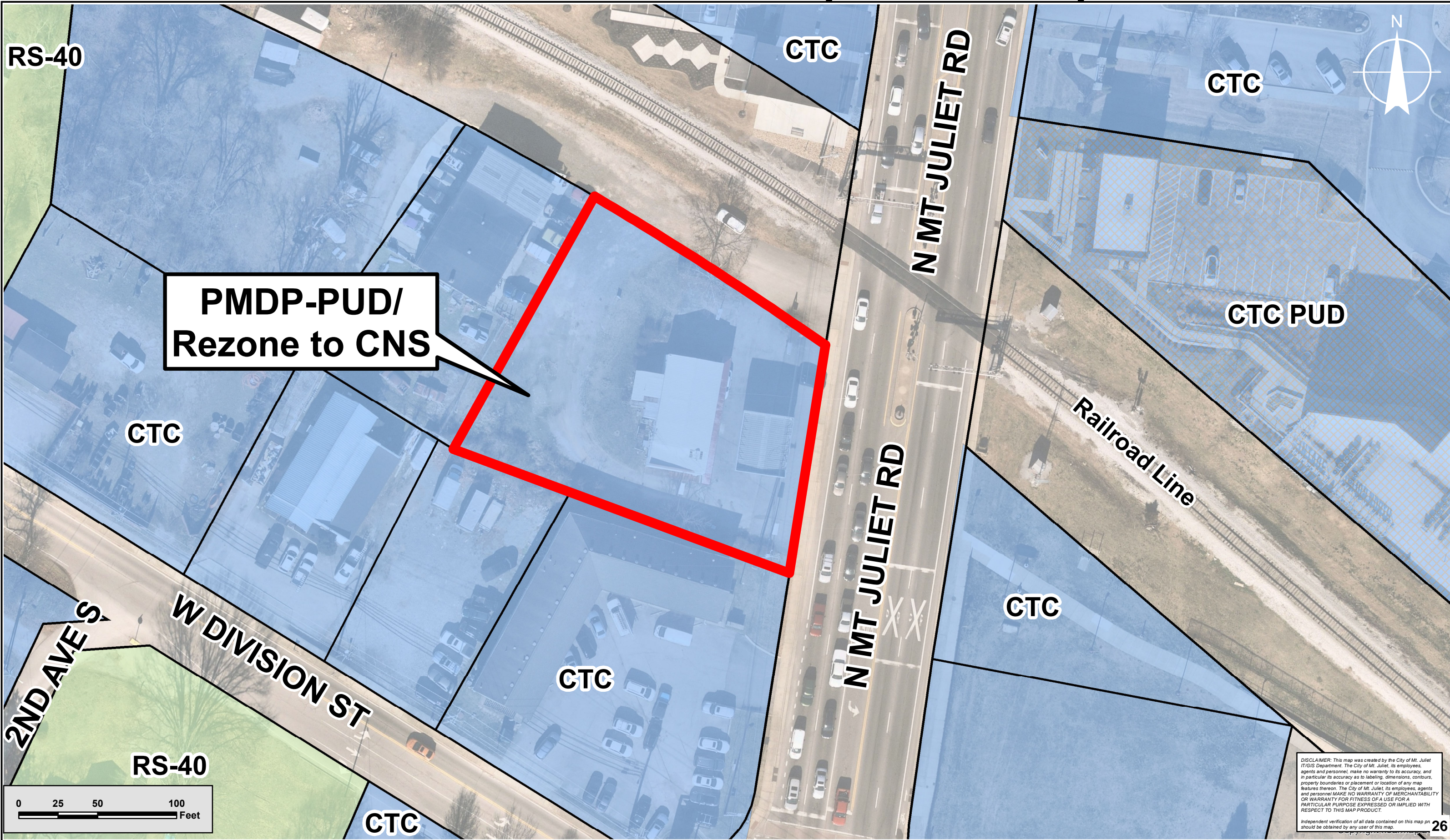


Exhibit B - PMDP-PUD / Rezone

2190 N. Mt. Juliet Rd. Map 072I, Group C, Parcel 011.00





MEMORANDUM

Date: May 16, 2024

To: Luke Winchester, Chairman
and Planning Commission

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

Re: 2190 N. Mt. Juliet Rd.
Preliminary Master Development Plan PUD
Map – 072I, Group C
Parcel(s) – 011.00

Request: Submitted by L.I. Smith & Associates on behalf of the developer Ashkar Properties, the applicant seeks rezone and preliminary master development plan approval for a convenience store w/ fuel pumps at 2190 North Mt. Juliet Road in District 1.

Overview: The subject property consists of approximately 0.48 acres on the west side of NMJR, north of Division Street. The property is within the City limits and currently includes a convenience store and fuel pumps. The proposal includes removal of the existing structure and reconstruction of a new larger convenience store and three fuel pumps. A land use amendment is not required. A summary is below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Ashkar Properties	Town Center	N/A	CTC	CNS-PUD

Future Land Use Plan: The City's Future Land Use Map identifies the property as Town Center. Adjacent land use classifications include town center. A land use plan amendment is not required.

Zoning: The zoning is CTC. The applicant is requesting CNS with a PUD overlay.

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 proposal includes a new 3,604sf convenience store building and three gas pumps serving up to six vehicles and an associated canopy. This replaces a building of approximately 1,500sf and two fuel pumps serving up to four vehicles. The existing use includes a kerosene pump which is not included in the new plans. The rezone is requested to allow fuel pumps, as they are not permitted in CTC zoning. Two fuel pumps are permitted, by right, in CNS zoning and the applicant is seeking a waiver for an additional pump beyond what is permitted by right in CNS zoning.

6-103 Bulk Standards: The building setbacks are correctly rendered (30', 10', 20'), the fuel canopy encroaches into the front setback. Other bulk information is not provided at this time, full compliance shall be required at site plan submittal including building coverage and impervious surface areas.

Pedestrian/Vehicle Connections: Vehicular connections are proposed to remain as they are currently, with two full movement points to NMJR separated by a landscape island. Plans indicate the existing sidewalk along NMJR will be widened to 6'. A pedestrian connection from the r-o-w to the main building entrance is required.

9-103 Parking: Parking is short of code requirements with 15 spaces provided and 24 required. A waiver is requested for this deficiency. Six spaces at the pumps cannot count toward total required parking. One ADA accessible space is provided. Parking spaces are appropriately sized at 9.5'x17.5. Access to the four parking spaces on the north side of the building requires users to drive off the site and on to railroad r-o-w where the applicant intends to pave a drive aisle. This drive aisle also provides access to landlocked 108 Division street behind (west) of the convenience store. Staff will need to see evidence of the railroads acceptance of this proposal. A bicycle rack is provided and shall include space for up to five bikes. Sidewalk is widened to 7' along the front of the building where parking is adjacent. Bollards are proposed across the front of the building and notes indicate that they will be painted black or to match the site palette. Staff would prefer to see the sidewalk raised and the bollards removed. The sidewalk adjacent to parking on the north side of the building is 5' wide and does not include bollards. Staff requests this sidewalk be widened to accommodate vehicle overhang.

6-103.7 Commercial Design Regulations and 5-104.1 Multifamily Design Regulations: Building and canopy renderings have been submitted with this PMDP and indicate that structures should have no problem with commercial design standard compliance. The store is primarily brick and the canopy includes masonry columns and secondary materials in the gables on the north and south sides. A waiver is requested for the secondary material on the canopy. HVAC equipment is roof mounted and shall be screened entirely from horizontal view via the parapet walls. Wall mounted utility equipment shall be painted to match the façade. Wall mounted lighting fixtures shall be decorative designs and parking lot lighting shall be decorative fixtures mounted to black poles.

The dumpster enclosure shall comply with regulations, a note is provided. The positioning of the dumpster on this site appears difficult for a truck to service. Full compliance with all commercial design guidelines, excepting any waivers granted during this PMDP process, will be required at site plan submittal and review.

Article 10 Landscaping: The proposal includes a heavily developed site, which staff has concerns about regarding the ability to address all landscaping requirements of the code. The site is not subject to buffers as surrounding zoning is CTC. A full landscape plan will be required at final master development plan and site plan submittal and reviewed for full code compliance then.

Variances/Waivers: The following waivers are requested:

1. Article 9 Parking: 15 parking spaces in lieu of the required 24. **STAFF DOES NOT SUPPORT**
2. 6-103 Bulk Standards: Front setback of 20' in lieu of 30' due to the gas pump canopy encroachment **STAFF DOES NOT SUPPORT**
3. Article 10 Landscaping: To reduce the street yards to the areas shown on the plans **STAFF DOES NOT SUPPORT.**
4. 6-103 Bulk Standards: Impervious surfaces increased from 70% max. to 80% max. **STAFF SUPPORTS**
5. 3-104.7 Supplemental Regulations: 3 fuel pumps in lieu of 2 maximum permitted in CNS zoning **STAFF DOES NOT SUPPORT**
6. 6-103.7 Commercial Design Standards: secondary material on north and south ends of the fuel canopy **STAFF SUPPORTS**

Summary: This rezone and PUD request is for the redevelopment of 2190 N. Mt. Juliet Road with a 3,604sf convenience store and 3 fuel pumps. The site is small and overdeveloped with a building over twice the size of the original and an additional fuel pump. Staff has concerns regarding the functionality of the site as proposed. The proposal utilizes off-site railroad r-o-w for access to parking, which must be approved by the railroad management and/or owner. The applicant is requesting several waivers be approved with this PMDP, detailed above, that are subject to Planning Commission and Board of Commissioners approval.

Recommendation: Should the Planning Commission forward this rezone and preliminary master development plan for a convenience store and fuel pumps at 2190 N. Mt. Juliet Road to the Board of Commissioners with a positive recommendation, include the to the conditions of approval below.

Planning and Zoning:

1. Label the zoning of adjacent parcels.
2. All commercial design regulations and supplemental regulations shall be adhered to excepting any waivers granted by the Board of Commissioners.
3. Secondary façade materials shall not include metal or vinyl.
4. Provide a pedestrian connection from the r-o-w to the main building entrance via pavement and striping.

5. Roof mounted HVAC equipment shall be screened entirely from horizontal view via the parapet wall.
6. Provide evidence of the railroads approval of the use and modification of their r-o-w.
7. Widen the sidewalk on the north side of the building to accommodate vehicle overhang.
8. Raise the sidewalk on the east side of the building and eliminate the excess bollards.
9. Identify the area of the existing building on subsequent submittals.
10. Wall mounted utility meters shall be screened with brick/stone screen walls or painted to match the building façade.
11. Relocate the dumpster enclosure to a more easily serviced location.
12. The dumpster enclosure shall meet all requirements found in 6-103.7.
13. All building mounted exterior lighting fixtures shall be decorative.
14. Site lighting shall be decorative, mounted to black poles.
15. Decorative low maintenance fencing is required should it be used.
16. Brick shall be clay, baked and individually laid.
17. Stone shall be individually laid.
18. ADA signage shall be placed in a bollard.
19. Poles, posts and bollards shall be painted black, channel posts are not permitted.
20. Provide a loading zone for deliveries.
21. Screen all gas release and associated equipment from the public ROW.
22. Provide a trash receptacle at the main building entrance per the requirements of the commercial design standards 6-103.7.
23. Signage shall be reviewed and approved via a separate application to the Planning Department.
24. No exterior signage is permitted for tobacco and/or alcohol.
25. No signage is permitted to be placed on the gas canopy or bollards.

Engineering:

1. Upgrade sidewalk along NMJR to 6' and meet ADA requirements.
2. No construction activities shall be done in the railroad right-of-way without written agreement from NERA and RJ Corman Railroad.
3. Water quality is required and is to be addressed at site plan/FMDP submittal.
4. Provide analysis to show that vehicles backing up from pumps will not interfere with vehicles entering from North Mt. Juliet Road.
5. Provide turning movement analysis for fuel delivery trucks and vehicles backing out of pumps to show they do not go into Mt. Juliet Road.
6. This property and the property to the west (108 W. Division St.) currently utilize the NERA ROW for access.
 - Provide proof of agreement to utilize the RR ROW for access to both properties and parking (if applicable).
 - Remove any required parking from NERA ROW regardless of agreement. Non-required parking can be permitted with signed agreement, but all parking and drive aisles to meet zoning requirements shall be within the boundaries of the property.
7. Sidewalks along the store frontage shall be raised from the asphalt.
8. No parking will be provided from the railroad ROW.
9. Coordination shall take place with the City on the City's southbound deceleration lane project on Mt. Juliet Road (to W. Division St) as this project progresses.

WWUD:

1. Need to discuss service connection and cross connection along separation sewer service and water service.

Wilson County School District:

1. No Comments Received.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1336

Agenda Date: 8/11/2025

Agenda #: 8.C.

Title:

**RESOLUTION SUPPORTING APPLICATIONS FOR THE STATE OF TENNESSEE'S 2026
STATEWIDE PARTNERSHIP PROGRAM (SPP)**

RESOLUTION __-2025

RESOLUTION SUPPORTING APPLICATIONS FOR THE STATE OF TENNESSEE'S 2026 STATEWIDE PARTNERSHIP PROGRAM (SPP)

WHEREAS, the City of Mt. Juliet seeks to improve traffic congestion and roadway capacity within the City limits; and

WHEREAS, as part of TDOT's 10-Year Project Planning process, the Statewide Partnership Program (SPP) is a critical avenue for local stakeholders to provide input on their priorities to better inform the annual reassessment of TDOT's 10-Year Project Plan and the program supports local authorities in maximizing funding dollars for critical local mobility and economic development needs.; and

WHEREAS, TDOT is committed to working with Tennessee's local jurisdictions, municipalities, and counties to identify priorities and accelerate projects with identified local funding and support.; and

WHEREAS, the City of Mt. Juliet wishes to submit two applications for the 2026 SPP cycle; and

WHEREAS, As a result of the City of Mt. Juliet being awarded a \$24,666,750 grant from the USDOT for the Central Pike Interchange project, One application will be to request that the Central Pike Interchange construction funding year be moved from 2031 to 2029, the S. Mt. Juliet Road construction funding year be moved from 2032 to 2030, and the Central Pike Widening construction funding year be moved from 2030 to 2032; and

WHEREAS, As a result of the City of Mt. Juliet being awarded a \$24,666,750 grant from the USDOT for the Central Pike Interchange project, the second SPP application will be to request that the Lebanon Road Widening project be included in the TDOT 10-year plan utilizing money saved on the interchange project from the grant award and with the addition of a financial commitment of \$3,000,000 of local funding towards the construction of the project and the City continuing to fund the engineering for the project in addition to the \$3M commitment.

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

Section 1. The Board of Commissioners support the SPP applications including a financial commitment of \$3,000,000 of local funding towards the Lebanon Road Widening project.

BE IT FURTHER RESOLVED

Section 2. 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 3. 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 4. 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

RESOLUTION __-2025

RESOLUTION SUPPORTING APPLICATIONS FOR THE STATE OF TENNESSEE'S 2026 STATEWIDE PARTNERSHIP PROGRAM (SPP)

Executive Summary

Below is a summary of the requests that will be included in the SPP applications:

- Central Pike Interchange construction funding year be moved from 2031 to 2029
- S. Mt. Juliet Road construction funding year be moved from 2032 to 2030
- Central Pike Widening construction funding year be moved from 2030 to 2032
- Lebanon Road Widening project be included in the TDOT 10-year plan utilizing money saved on the interchange project from the grant award and with the addition of a financial commitment of \$3,000,000 of local funding towards the construction of the Lebanon Road Widening project and the City continuing to fund the engineering for the project (the City currently has the engineering contract for this project) in addition to the \$3M commitment.

Official act: This resolution is to provide formal support for the SPP applications and the local financial commitment.



Mt. Juliet, Tennessee

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

Staff Report

File #: 1340

Agenda Date: 8/11/2025

Agenda #: 8.D.

Title:

A RESOLUTION OF THE CITY OF MT. JULIET, TENNESSEE, APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF MT. JULIET AND COSTCO WHOLESALE CORPORATION.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF MT. JULIET, TENNESSEE, APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF MT. JULIET AND COSTCO WHOLESALE CORPORATION.

WHEREAS, the City of Mt. Juliet, Tennessee (the “City”) previously entered into a Development and Reimbursement Agreement dated June 21, 2023, with Costco Wholesale Corporation (the “Company”) to provide for, among other things, the Company’s obligation to construct, or to cause the construction of, certain roadway improvements between the westernmost access point (i.e., westernmost driveway) of the Facility (as defined in the Agreement) and Volunteer Boulevard on both sides of Rutland Drive (the “Northern Roadway Improvements”) and the City’s obligation to reimburse the Company for all or a portion of the Company’s costs related to such improvements, as more particularly set forth in the Agreement; and

WHEREAS, the City of Mt. Juliet and Costco Wholesale Corporation desire to amend the Agreement to amend (i) the scope of work for the Northern Roadway Improvements as set forth on Exhibit A to the Agreement, (ii) the deadline for the Company to complete the Northern Roadway Improvements, and (iii) the list of adjacent landowners set forth on Exhibit B to the Agreement; and

WHEREAS, this Resolution is associated with Ordinance No. 2023-31, which approved the rezoning and Preliminary Master Development Plan (PMDP) for Project Prosper, and Ordinance No. 2023-44, which approved the budget amendment associated with the agreement.

WHEREAS, the Board of Commissioners finds it to be in the best interest of the City to approve this First Amendment to the Development and Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MT. JULIET BOARD OF COMMISSIONERS AS FOLLOWS:

Section 1. The Board of Commissioners hereby approves the First Amendment to the Development and Reimbursement Agreement between the City of Mt. Juliet and Costco Wholesale Corporation, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

Section 2. The Mayor is hereby authorized to execute the First Amendment.

BE IT FURTHER RESOLVED

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

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

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

PASSED:

James Maness, Mayor

Kenny Martin, City Manager

ATTEST:

Sheila S. Luckett, MMC, City Recorder

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney

FIRST AMENDMENT TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT (this “Amendment”) is made as of July __, 2025 (the “Effective Date”) by and between **THE CITY OF MT. JULIET, TENNESSEE**, a municipal corporation organized and existing under the laws of the State of Tennessee (the “City”), and **COSTCO WHOLESALE CORPORATION**, a Washington corporation (the “Company”). The City and the Company are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, the Parties entered into that certain Development and Reimbursement Agreement dated June 21, 2023 (the “Agreement”) to provide for, among other things, the Company’s obligation to construct, or to cause the construction of, certain roadway improvements between the westernmost access point (i.e., westernmost driveway) of the Facility (as defined in the Agreement) and Volunteer Boulevard on both sides of Rutland Drive (the “Northern Roadway Improvements”) and the City’s obligation to reimburse the Company for all or a portion of the Company’s costs related to such improvements, as more particularly set forth in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to amend (i) the scope of work for the Northern Roadway Improvements as set forth on Exhibit A to the Agreement, (ii) the deadline for the Company to complete the Northern Roadway Improvements, and (iii) the list of adjacent landowners set forth on Exhibit B to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and assurances set forth herein, the Company and the City do hereby agree as follows:

1. Recitals; Capitalized Terms

The foregoing Recitals are incorporated into this Amendment and are made a part hereof. Any capitalized terms used but not defined in this Amendment shall have the meaning ascribed thereto in the Agreement.

2. Scope of Work and Conditions

(a) Scope of Work. The Agreement is hereby amended by deleting the scope of work drawing attached to Exhibit A to the Agreement in its entirety and replacing it with the scope of work drawing attached to Exhibit A to this Amendment.

(b) Adjacent Landowners. The Agreement is hereby amended by deleting Exhibit B attached to the Agreement in its entirety and replacing it with Exhibit B attached to this Amendment.

(c) Deadline to Complete Northern Roadway Improvements. The Agreement is hereby amended by deleting the last two sentences of the second paragraph of Section 2 in their entirety and replacing them with the following:

Subject to delays outside of the Company's reasonable control, the Company agrees to complete the Northern Roadway Improvements by December 31, 2026 (the "Target Completion Date"). If the Company fails to complete the Northern Roadway Improvements by the Target Completion Date (subject to delays outside of the Company's reasonable control), then, pursuant to Article 14-103.8 of the Development Code, the City shall have the right to complete the Northern Roadway Improvements following written notice thereof to the Company; if the City exercises such right, the City shall have the right to request payment under the letter of credit, and the Company shall have no further obligation or liability in connection with the performance of completion thereof. Notwithstanding the foregoing or anything to the contrary herein, in the event the Company is delayed or hindered in or prevented from completing the Northern Roadway Improvements by the Target Completion Date, by reason of strikes; lockouts; labor troubles; shortages of labor or materials after due diligence in obtaining the same; power failure; riots; insurrection; civil disorder; war; terrorist acts, fire, flooding or other casualty; condemnation; acts of God; unusually adverse weather conditions; governmental restrictions; the inability to obtain governmental approvals or permits despite the exercise of due diligence and good faith by such party; temporary or permanent injunction or other court order; or by reason of any other cause beyond the reasonable control of the Company, then the Target Completion Date shall be extended for a period equivalent to the period of such delay.

3. Ratification

Except as modified and amended by this Amendment, the Agreement has not been modified or amended, is hereby ratified and confirmed by the Parties, and is subject to each of the terms, provisions and conditions thereof, as amended hereby, and is hereby declared by the Parties to be in full force and effect. To the extent of any inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

4. Severance

Should any provision of this Amendment be declared invalid, illegal or unenforceable by a court of competent jurisdiction, the invalidity, illegality or unenforceability shall not affect other provisions of this Amendment, which shall remain in full force and effect.

5. Captions

Captions of the sections of this Amendment are for convenience and reference only and shall in no way be held to explain, modify, amplify or aid in the interpretations, construction, or meaning of the provisions of this Amendment.

6. Further Amendments

Except as otherwise provided in the Agreement, the Agreement may not be further amended, changed, modified, altered or terminated without the written consent of the City and the Company.

7. Binding Effect

This Amendment shall inure to the benefit of and shall be binding upon the City and the Company and their respective heirs, legal representatives, successors and assigns.

8. Governing Law

This Amendment shall be governed and construed in accordance with the laws of the State of Tennessee, except to the extent that State of Tennessee conflict of law rules would require the substantive rules of law of any other jurisdiction to apply.

9. Execution in Counterparts

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Amendment and any other document contemplated hereby may be executed via DocuSign or similar electronic signature service.

[Signatures on Following Page]

IN WITNESS WHEREOF, the City and the Company have executed this Amendment all as of the date first above written.

CITY:

THE CITY OF MT. JULIET, TENNESSEE,
a municipal corporation organized and existing
under the laws of the State of Tennessee

By: _____

Name: _____

Title: _____

Attest:

By: _____
Secretary

COMPANY:

COSTCO WHOLESALE CORPORATION,
a Washington corporation

By: _____

Name: _____

Title: _____

SIGNATURE PAGE
FOR
FIRST AMENDMENT TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT

The undersigned Escrow Agent joins in and executes this Amendment only for the purpose of binding itself to those terms applying to the Escrow Agent pursuant to the provisions of the Agreement (as amended by this Amendment). The execution or consent of Escrow Agent shall not be necessary to establish the Effective Date of this Amendment or for a written amendment or modification of the Agreement otherwise signed by the Parties (including, without limitation, this Amendment).

ESCROW AGENT:

First American Title Insurance Company

By: _____

Name: _____

Title: _____

Exhibit A

Scope of Work

[Attached.]

Exhibit B

Adjacent Landowners

1. Beckwith Farms Owners' Association, Inc.
2. GBP Strategic Realty Partners, LLC

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (as the same may be amended or supplemented as provided herein, the “Agreement”), is made as of June 21, 2023 (“Effective Date”) by and between **THE CITY OF MT. JULIET, TENNESSEE**, a municipal corporation organized and existing under the laws of the State of Tennessee (the “City”), and **COSTCO WHOLESALE CORPORATION**, a Washington corporation (the “Company”). The City and the Company are sometimes referred to herein individually as a “Party”, and collectively as the “Parties”.

WHEREAS, the Company is currently under contract for the prospective purchase of a tract of land located in the City of Mt. Juliet, Wilson County, Tennessee (the “Property”), and pursuant to that certain Ordinance No. 2023-21 issued by the City on May 8, 2023 (“Ordinance”), the City has approved the rezoning of the Property in order to construct and operate a Costco Wholesale, fueling facility, and related facilities on the Property (the “Facility”);

WHEREAS, in connection with the City’s review and rezoning approval, the City has determined that certain roadway infrastructure located along Rutland Drive from Legacy Pointe Boulevard to Volunteer Boulevard, as more particularly described below, needs to be improved in order to support future development;

WHEREAS, as set forth in the Ordinance, the City has required the Company to construct, or cause the construction of, such roadway improvements and to make the up-front, third party payments for the costs and expenditures associated with such improvements;

WHEREAS, to offset the cost of a portion of such improvements, the City has agreed to reimburse the Company fifty percent (50%) of the Final Costs (described below), subject to the cap below, for the roadway improvements located between the Facility’s westernmost access point (i.e., westernmost driveway) and Volunteer Boulevard on both sides of Rutland Drive (such improvements are referred to herein as the “Northern Roadway Improvements”), pursuant to the terms of this Agreement; and

WHEREAS, the Company and the City are currently in discussions to revise the Ordinance in order to acknowledge (i) certain timing issues related to the construction of the Northern Roadway Improvements, (ii) the separation of the Northern Roadway Improvements from the construction of the Facility and other related roadway improvements, and (iii) certain additional terms related to the Northern Roadway Improvements.

NOW, THEREFORE, in consideration of the mutual covenants and assurances set forth herein, the Company and City do hereby agree as follows:

1. Recitals

The foregoing Recitals are incorporated into this Agreement and are made a part hereof.

2. Scope of Work and Conditions

The scope of work required for the Northern Roadway Improvements is more particularly described in the Ordinance and set forth on Exhibit A attached hereto. The City and the Company acknowledge and agree that the Northern Roadway Improvements cannot be completed without obtaining certain temporary construction easements from the adjacent landowners listed on Exhibit B, which shall be in a form acceptable to the Company (collectively, the “Temporary Construction Easements”) and that the City is also expected to need to obtain certain Permanent Instruments (as defined below). To facilitate the Northern Roadway Improvements, the Company agrees to pursue, at its sole cost and expense, the Temporary Construction Easements and Permanent Instruments. The City shall assist the Company in the pursuit of the Temporary Construction Easements and Permanent Instruments. The Company, at its sole cost and expense, shall obtain any and all permanent easements, rights-of-ways, right-of-way expansions, deeds, deed dedications, and any other documents and instruments as may be necessary for (i) the Company to perform the Northern Roadway Improvements and (ii) the City to own, maintain, and repair the Northern Roadway Improvements in accordance with all applicable laws following the construction and installation of same (collectively, the “Permanent Instruments”). The Temporary Construction Easements and Permanent Instruments shall be in a form approved in advance by the Company in writing and shall be obtained prior to the commencement of construction of the Northern Roadway Improvements. If all Temporary Construction Easements and Permanent Instruments are not executed and recorded (or placed in escrow) within two (2) months from the Effective Date or the Company is unable to obtain the Temporary Construction Easements or Permanent Instruments for less than the aggregate fair market value described below, then the City shall promptly commence and exercise its condemnation rights in order to obtain the Temporary Construction Easements and Permanent Instruments, as applicable, with all costs to be reimbursed to the City by the Company. For purposes hereof, the fair market value of the area required for the Temporary Construction Easements and Permanent Instruments shall not exceed in the aggregate Twenty-Four Thousand Dollars (\$24,000). The Company shall have no obligation to commence the construction of the Northern Roadway Improvements unless and until (i) all Temporary Construction Easements and all Permanent Instruments have been obtained and recorded, and (ii) all permits for the Northern Roadway Improvements have been issued. Receipt of all Temporary Construction Easements and Permanent Instruments are conditions precedent to the Company’s obligations hereunder. The Company shall have no obligation to own or to perform any maintenance or repairs associated with the Northern Roadway Improvements.

To provide assurances regarding the Company’s commitment to perform the Northern Roadway Improvements, the Company will post a letter of credit in accordance with applicable law (and in no event less than the Company’s estimated cost to complete the Northern Roadway Improvements, plus twenty percent (20%)), promptly following issuance of the building permit for the Facility. Subject to delays outside of the Company’s reasonable control, the Company agrees to complete the Northern Roadway Improvements within six (6) months following the later of the date (i) on which the Company obtains all necessary permits and approvals to perform the Northern Roadway Improvements, including, without limitation, the TDEC permit, and (ii) all Temporary Construction Easements and all Permanent Instruments have been recorded in the land records of Wilson County, Tennessee. If the Company fails to complete the Northern Roadway Improvements within the aforementioned six (6) month period (subject to delays outside of the Company’s reasonable control), then, pursuant to Article 14-103.8 of the Development Code, the

City shall have the right to complete the Northern Roadway Improvements following written notice thereof to the Company; if the City exercises such right, the City shall have the right to request payment under the letter of credit, and the Company shall have no further obligation or liability in connection with the performance of completion thereof.

3. Estimated Cost

(a) As of the Effective Date, the third-party costs and expenses for the Northern Roadway Improvements are estimated to be \$1,500,000 (the “Estimated Costs”), as such amount may be adjusted from time to time. The Estimated Costs are an estimate only. The Estimated Costs may include costs and expenses that predate this Agreement, but which are reasonably necessary and incurred in connection with the Northern Roadway Improvements.

(b) Upon completion of the Northern Roadway Improvements, the Company shall provide the City a final statement detailing the Company’s actual costs and expenses, including, without limitation, hard and soft costs and wetlands and stream impact credits incurred and related to the Northern Roadway Improvements, along with requested back up invoices (collectively, the “Final Costs”).

4. Reimbursement Obligation and Escrow

(a) In consideration of the Company’s performance of the Northern Roadway Improvements, the City shall reimburse the Company fifty percent (50%) of the Final Costs, up to a maximum reimbursement obligation of \$750,000.00 (“Reimbursable Costs”). For example, if the total costs and expenses associated with the Northern Roadway Improvements are \$1,600,000.00, then the City’s reimbursement obligation will be \$750,000.00. Notwithstanding the foregoing or anything to the contrary herein, the costs and expenses to obtain the Temporary Construction Easements and Permanent Instruments shall not be included in the Final Costs or attributable to the Reimbursable Costs.

(b) Within ten (10) days of the City’s receipt of a notice from the Company that the Company has closed on its acquisition of the Property, the City shall deposit \$750,000.00 (the “Escrow Amount”) in escrow with First American Title Insurance Company, National Commercial Services, Attention: Maggie M. Lykens (the “Escrow Agent”). The Escrow Agent shall disburse from the Escrow Amount the Reimbursable Costs to the Company in the form of cash on or before the earlier of any of the following:

(i) The date that is five (5) years from the date the Facility is permitted to open to the public for business, as evidenced by the Escrow Agent’s receipt by either the Company or the City of a Certificate of Occupancy (or a copy thereof) for the Facility; or

(ii) Within thirty (30) days of the City’s issuance of any Certificate of Occupancy for any improvement (an “Adjacent Improvement”) constructed upon any portion of the property that is north of Rutland Drive and that is in red on Exhibit C (“Adjacent Property”) attached hereto, as evidenced by the Escrow Agent’s receipt from either the City or the Company of a copy of any Certificate of Occupancy for the Adjacent Improvement (and the City shall

promptly provide written notice of the issuance of a Certificate of Occupancy for an Adjacent Improvement to each of the Company and the Escrow Agent).

Upon receipt of evidence of the completion of either Section 4(b)(i) or 4(b)(ii) above, the Escrow Agent is authorized to disburse the Reimbursable Costs to the Company. To the extent the Reimbursable Costs are less than the Escrow Amount, the Escrow Agent is authorized, with the prior written consent of the Company, to disburse the remaining amount to the City. Notwithstanding the foregoing or anything to the contrary herein, if the Escrow Agent has not received evidence that Section 4(b)(i) above has been met by the date that is five (5) years from the date the Facility is open to the public for business, the Escrow Agent shall, upon the Company's written request which shall include a copy of the Certificate of Occupancy for the Facility, disburse the Reimbursable Costs to the Company.

(c) The Parties have requested the Escrow Agent to receive the funds as set forth in this Agreement to be held in escrow by the Escrow Agent in accordance with the terms set forth in this Agreement. Escrow Agent, by executing this Agreement, accepts such appointment and upon receipt of the Escrow Amount, shall hold and apply the Escrow Amount and accrued interest as provided in this Agreement; provided, however, that this Agreement (and any written amendment or modification of this Agreement otherwise signed by the Parties shall be binding upon the Parties if Escrow Agent fails to so execute this Agreement (or such written amendment or modification otherwise signed by the Parties)). Escrow Agent shall deposit the Escrow Amount in an interest-bearing account designated by the City or shall invest the Escrow Amount as otherwise directed by the City. The City shall deliver a W-9 Form to the Escrow Agent prior to or simultaneously with disbursement of any interest or earnings hereunder by Escrow Agent. Subject to the terms and conditions hereof, the Parties shall each pay one-half of any fees and expenses charged or incurred by Escrow Agent in its capacity as escrow agent hereunder. It is understood and agreed that Escrow Agent is an escrow holder only, is merely responsible for the safekeeping of the funds and documents, shall not be required to determine questions of fact or law, and shall have no liability to any Party for its action or inaction, except for such action or inaction as shall constitute its gross negligence or willful misconduct. In the event of a dispute, Escrow Agent is authorized to pay the funds and/or deposit documents into a court of competent jurisdiction. Escrow Agent shall not disburse or otherwise take any action with respect to the Escrow Amount or the accrued interest except as set forth herein. The Parties shall execute Escrow Agent's standard form of escrow agreement if required by the Company or Escrow Agent with terms acceptable to the Company; provided, however, if there are any conflicts or inconsistencies between Escrow Agent's standard form escrow agreement and this Agreement, the terms and conditions of this Agreement shall govern and control the rights and obligations of the Parties.

5. Payment

Payment of the Reimbursable Costs shall be disbursed by the Escrow Agent to the Company by wire transfer in accordance with the wire transfer instructions on Exhibit D attached hereto or such other wire transfer instructions provided by the Company.

6. Termination

If the Company does not proceed with the construction and operation of the Facility due to the failure to obtain any required approvals, permits, easements, rights-of-ways, licenses, or other such documents or instruments necessary for the Company to construct or operate the Facility, or because the Company does not acquire the tract of land on which the Facility is desired to be constructed, then this Agreement, including all of its conditions, shall be terminated retroactive to the date of signature of this Agreement, no reimbursement or other benefits will be offered to the Company under this Agreement, and the Company shall have no obligations hereunder.

7. Revised Ordinance; Separation of Approvals for Northern Roadway Improvements and Facility. The City and the Company acknowledge and agree that the Ordinance failed to, among other things, properly separate the approvals, permits, Temporary Construction Easements, and Permanent Instruments required for the Northern Roadway Improvements from the approvals, permits, and Certificate of Occupancy for the Facility so as not to hold up the approval, permitting, and Certificate of Occupancy process for the Facility. To that end, the City is in the process of amending the Ordinance to confirm that the permits, inspections, and the Certificate of Occupancy for the Facility shall be processed and completed without regard for the status and completion of the Northern Roadway Improvements and to memorialize the need for the Temporary Construction Easements and Permanent Instruments. **The City shall not withhold, delay, or otherwise adversely affect any permitting, inspections, or issuance of the Certificate of Occupancy or other City approval for the Facility based on the progress or status of the Northern Roadway Improvements. The approvals, permits, Temporary Construction Easements, and Permanent Instruments required for the Northern Roadway Improvements shall be obtained separately from the approvals, permits, and Certificate of Occupancy for the Facility so as not to hold up the approval, permitting, and Certificate of Occupancy process for the Facility. The City shall issue the Certificate of Occupancy for the Facility even if the Northern Roadway Improvements have not been completed at such time.**

8. Further Assurances

The Parties each hereby agree to execute and deliver all of the agreements and documents required to be executed and delivered by them in this Agreement and the instruments attached hereto, and to execute and deliver such additional instruments and documents and to take such additional actions as may be reasonably required from time to time in order to effectuate the transactions contemplated by this Agreement, including without limitation the execution and recording of a short form of this agreement.

9. Notices and Communication

All notices and other communications provided for hereunder (except for routine informational communications) shall be in writing and shall be mailed, certified mail, return receipt requested, sent by recognized national overnight courier service, or hand delivered (either party may, by notice to the other, change its notice information set forth below):

If to the City: The City of Mt. Juliet, Tennessee
2425 North Mt. Juliet Road
Mt. Juliet, TN 37122
Attention: Mayor

with a copy to: Taylor, Pigue, Marchetti & Blair, PLLC
2908 Poston Avenue
Nashville, TN 37203
Attention: Gino Marchetti

If to the Company: Costco Wholesale Corporation
999 Lake Drive
Issaquah, Washington 98027
Attn: Legal Dept / Property Management
Re: Location #: TBD, Mt. Juliet, Tennessee

with a copy to: Arnall Golden Gregory LLP
171 17th Street NW, Suite 2100
Atlanta, Georgia 30363
Attention: Andrew J. Schutt

All such notices and other communications shall be effective (a) if mailed, when received or three (3) business days after mailing, whichever is earlier; or (b) if sent by overnight courier service, on the first (1st) business day after sending, or (c) if hand-delivered, upon delivery.

10. Non-Waiver

None of the terms, covenants or conditions of this Agreement shall be deemed waived by any act of either Party unless same is specified in writing executed by all Parties hereto.

11. No Fiduciary Relationship.

The Parties expressly disclaim any partnership, joint venture, fiduciary relationship, or similar relationships or responsibilities, of any kind between or among the Parties with respect to this Agreement. Neither this Agreement nor any discussions, conduct or interactions between or among the Parties shall be interpreted as creating such a relationship.

12. Governing Law

This Agreement shall be deemed to be a contract made under the laws of the State of Tennessee and for all purposes shall be governed by and construed in accordance with the laws of the State of Tennessee, except to the extent that State of Tennessee conflict of law rules would require the substantive rules of law of any other jurisdiction to apply.

13. Venue and Jurisdiction

Exclusive venue and jurisdiction for any litigation brought pursuant to or with regard to this Agreement shall be in the Circuit Court for Wilson County, Tennessee.

14. Waiver of Jury Trial

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS AGREEMENT.

15. Severance

Should any provision of this Agreement be declared invalid, illegal or unenforceable by a court of competent jurisdiction, the invalidity, illegality or unenforceability shall not affect other provisions of this Agreement, which shall remain in full force and effect.

16. Captions

Captions of the sections of this Agreement are for convenience and reference only and shall in no way be held to explain, modify, amplify or aid in the interpretations, construction, or meaning of the provisions of this Agreement.

17. Amendment

Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, altered or terminated without the written consent of the City and the Company.

18. Assignment

This Agreement may be assigned by the Company to a third party without prior written consent of the City.

19. Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon the City and the Company and their respective heirs, legal representatives, successors and assigns.

20. Entire Agreement

This writing constitutes the entire agreement between the Parties and supersedes all previous agreements, if any. No Party to this Agreement makes any representation or warranty to the other Party, except as expressly set forth in this Agreement.

21. Execution in Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement and any other document contemplated hereby may be executed via DocuSign or similar electronic signature service.

[Signatures on Following Page]

IN WITNESS WHEREOF, the City and the Company have executed this Agreement all as of the date first above written.

THE CITY OF MT. JULIET, TENNESSEE

By: Bill C. H.
 Name: Bill & R. Trivett
 Title: Vice Mayor

Attest:

By: Shirley L. Luchessa
 Secretary

COSTCO WHOLESALE CORPORATION

By: Margaret C. McCulla
 Name: Margaret C. McCulla
 Title: Assistant Secretary

The Escrow Agent joins only for the purpose of binding itself to those terms applying to the Escrow Agent pursuant to the provisions of the Agreement. The date that Escrow Agent signs this Agreement shall not affect the "Effective Date."

ESCROW AGENT:

First American Title Insurance Company

By: Michael P. Roush, Esq.

Name: Michael P. Roush, Esq.

Title: Vice President, Operations Manager and Underwriting Counsel

Notice Address:

First American Title National Commercial
Services

101 South Hanley, Ste 575

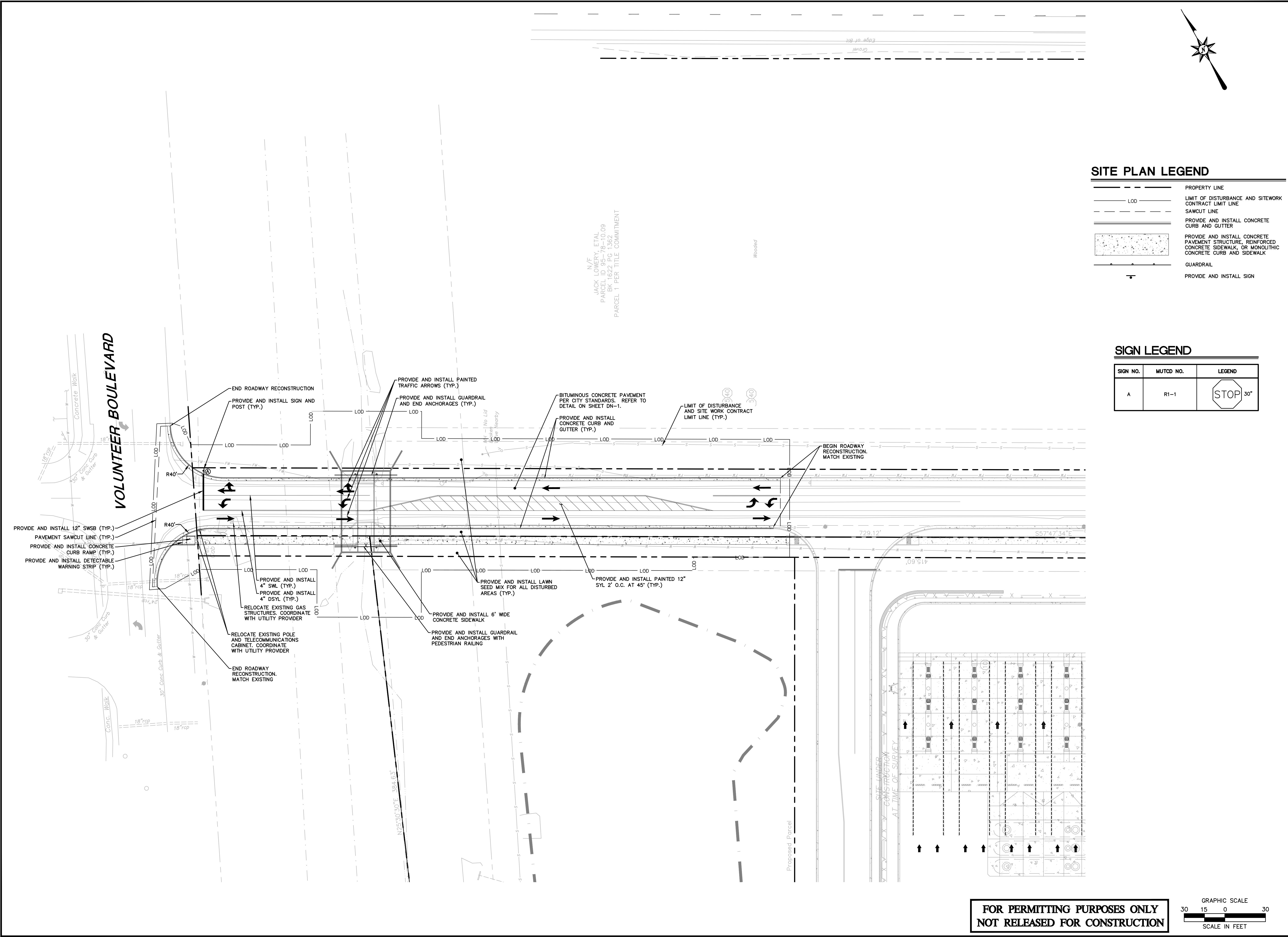
St. Louis, Missouri 63105

Exhibit A

Scope of Work

See attached.

5/11/2023, 10:41:05 AM, C:\Users\jlowery\OneDrive\Documents\2200346\101.DWG, 30x101, 300C.



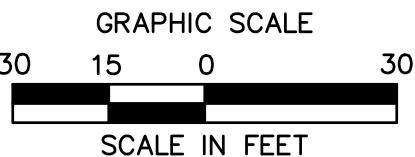
SITE PLAN LEGEND

	PROPERTY LINE
	LIMIT OF DISTURBANCE AND SITEWORK CONTRACT LIMIT LINE
	SAWCUT LINE
	PROVIDE AND INSTALL CONCRETE CURB AND GUTTER
	PROVIDE AND INSTALL CONCRETE PAVEMENT STRUCTURE, REINFORCED CONCRETE SIDEWALK, OR MONOLITHIC CONCRETE CURB AND SIDEWALK
	GUARDRAIL
	PROVIDE AND INSTALL SIGN

SIGN LEGEND

SIGN NO.	MUTCD NO.	LEGEND
A	R1-1	30"

FOR PERMITTING PURPOSES ONLY
NOT RELEASED FOR CONSTRUCTION



Architecture
Engineering
Environmental
Land Surveying

BL Companies

3102 West End Avenue, Suite 400
Nashville, TN 37203
(615) 703-2637
(203) 603-2615 Fax

REGISTERED ENGINEER
No. 1187
COMMERCIAL
STATE OF TENNESSEE

OFFSITE ROADWAY IMPROVEMENTS
RUTLAND DRIVE
MT. JULIET, TENNESSEE

Disc: REVISED RUTLAND CROSSING
REVISED RUTLAND CROSSING

REVISIONS

No.	Date	Designed	K.A.K.
1	05/03/2023	Drawn	K.A.K.
2	05/12/2023	Reviewed	

Scale: 1"=30'
Project No.: 2200346
Date: 04/20/2023
CAD File: SP2200346101
Title: LAYOUT AND MATERIALS PLAN
Sheet No.

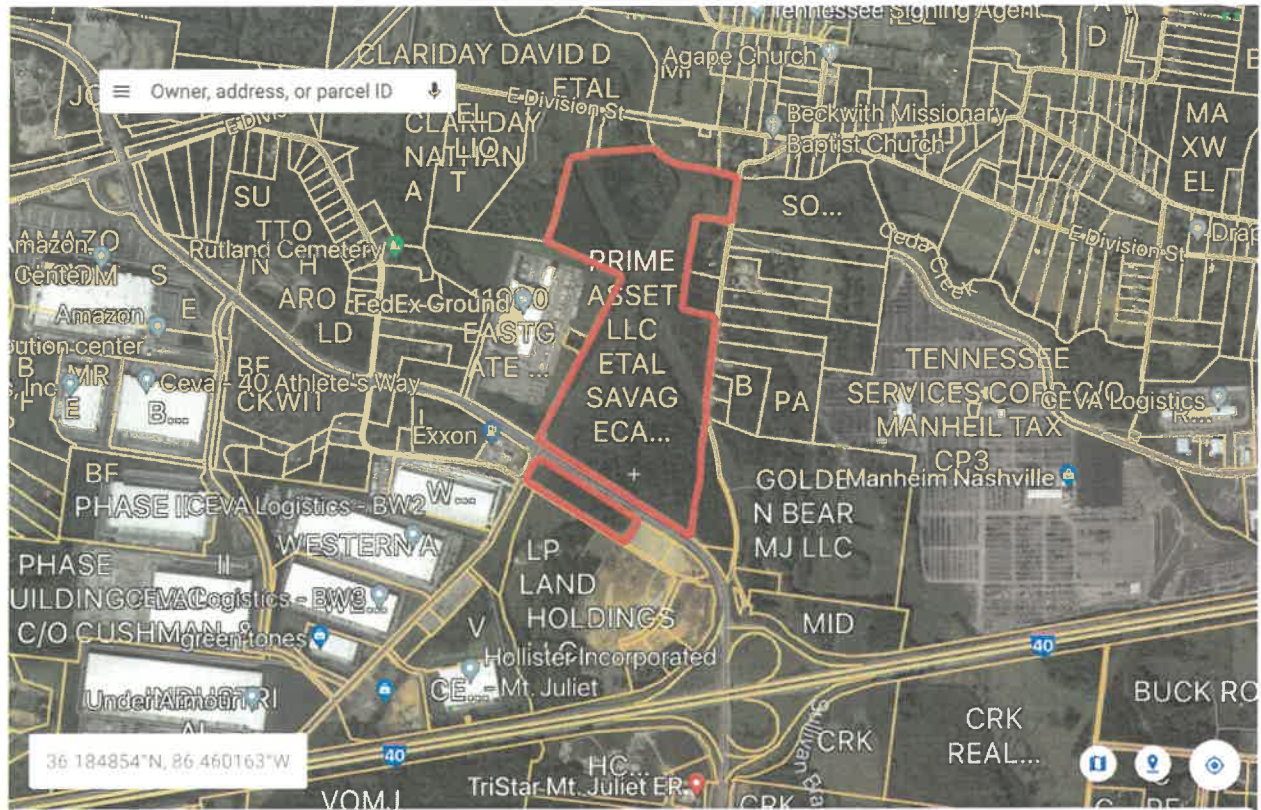
LM-101

Exhibit B

Adjacent Owners

1. Temporary Construction Easement Agreement by LP Land Holdings, LLC and Costco Wholesale Corporation
2. Temporary Construction Easement Agreement by Beckwith Farms Owners Association, Inc. and Costco Wholesale Corporation
3. Temporary Construction Easement Agreement by Jack Lowery a/k/a B.F. “Jack” Lowery, Prime Asset Management, LLC, and Savage Capital Resources, LLC and Costco Wholesale Corporation

Adjacent Property



PRIME ASSET LLC ETAL SAVAGECAPITAL RESOURCES LLC

Owner

Address:

095078 01009

Group ID

Exhibit D



INCOMING WIRE INSTRUCTIONS

Real Estate Account

WARNING!!

CYBER FRAUD - If you receive an email or any other communication that appears to be generated from a Costco Wholesale Corporation employee that contains new, revised or altered

bank wire instructions, consider it suspect and **call a Costco Treasury contact listed below.**

****Our Wire Instructions Do Not Change ****

Payable to:	Costco Wholesale Corporation 999 Lake Dr, Issaquah, WA 98027
Bank:	Bank of America, N.A. CA4-704-05-41, 2000 Clayton Road Concord, CA 94520
Bank Contact:	Maria Sanchez - (888) 715-1000 x57052
Swift BIC:	BOFAUS3N
Wire Routing Number:	026009593
ACH Routing Number:	121000358
Account Number:	1233335587
OBI Line:	Please include your business name in the OBI line. Also include any other payment-specific information such as the name of your point-of-contact at Costco (if applicable), P.O./claim number, et al.

If you have any questions, please contact the Costco Wholesale Treasury Department at (425) 427-7700. If you would like to discuss with someone specifically, contact the Costco Treasury team at:

Bill Crichton	(425) 313-6452	Steven Van Pay	(425) 313-6279
Lizarina Tullid	(425) 416-8830	Vance Raymond	(425) 427-7652
Michael Sandquist	(425) 313-6467		

999 Lake Drive | Issaquah, WA 98027 | (425) 313-8100 | www.costco.com



Mt. Juliet, Tennessee

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

Staff Report

File #: 1339

Agenda Date: 8/11/2025

Agenda #: 9.A.

Title:

City of Mt. Juliet Ethics Commission - District 1 - Commissioner Giles

PART II - CODE OF ORDINANCES

Chapter 2 - ADMINISTRATION

ARTICLE XII. CODE OF ETHICS

ARTICLE XII. CODE OF ETHICS

Sec. 2-355. Ethics commission.

- (a) There is hereby created a five-member ethics commission to be approved by the board of commissioners. Each commissioner shall nominate a member for appointment to the ethics commission who is a resident of his district, and the mayor shall nominate a member for appointment to the ethics commission who is a resident of the city. Such appointments shall be confirmed by a majority vote of the board of commissioners.
- (b) Members of the ethics commission shall each serve a term of three years or until their successors are appointed, whichever is later. Members of the ethics commission shall serve without compensation. Should any vacancies occur, the nominating member of the board of commissioners shall nominate a replacement, and the board of commissioners shall appoint a replacement member.
- (c) A person is eligible to serve as a member of the ethics commission if the person has never been convicted of a felony, resides in the city while serving as specified in subsection (a) of this section and is a registered voter in the county, is not an employee of city government, does not hold any elected or appointed office in county government or in city government, does not hold any elected office in state government or the government of the United States, and is not a candidate for any elected office in county government, city government, state government, or the government of the United States. A person is not eligible to serve as a member of the ethics commission if that person has a personal interest as defined in this article.