



# Mt. Juliet, Tennessee

## Board of Commissioners

### Agenda

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

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**Monday, February 26, 2024**

**6:30 PM**

**Commission Chambers**

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**1. Public Hearing 6:15 PM**

**1.A. Public Hearing 6:15 PM**

**0556**

**Attachments:** 02-26-2024 PN BOC 2nd Readings

**Amend FY 2023/2024 Budget for the following:**

- Purchase Vehicles for the Police Department, Fire Department/EMS
- Replace a damaged Drug Fund Vehicle
- Repairs for Fire/EMS Department Vehicle

**2. Call to Order & Declare a Quorum Present**

**3. Set Agenda**

**4. Invocation & Pledge of Allegiance**

**5. Approval of Minutes**

**5.A. February 12, 2024 Minutes**

**0557**

**Attachments:** Minutes BoC 2-12-24

**6. Citizens Comments**

**7. Commissioner Reports & Comments**

**8. City Manager's Report**

**9. Unfinished Business Consent Agenda Items:**

**10. Unfinished Business**

**11. Ordinances - 2nd Reading**

- 11.A.** AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE PURCHASE OF AMBULANCES AND VEHICLES FOR THE FIRE / EMS DEPARTMENT **0515**

**Sponsors:** James Maness

**Attachments:** [2024- Amend 23-24 budget to purchase Fire and EMS vehicles and Equip](#)  
[Budget amend Ex Sum for ambulances and Tahoes 0224](#)

**Legislative History**

2/12/24 Board of Commissioners recommended for approval to the Board of Commissioners

- 11.B.** AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS TO REPLACE A DAMAGED DRUG FUND VEHICLE **0525**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024- amend 23-24 budget - damaged drug fund vehicle](#)  
[2024 Executive Summary Budget Amendment appropriate funds for replacement drug fund vehicle](#)

**Legislative History**

2/12/24 Board of Commissioners recommended for approval to the Board of Commissioners

- 11.C.** AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE PURCHASE OF AMBULANCES AND VEHICLES FOR THE FIRE / EMS DEPARTMENT **0533**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024- amend 23-24 budget - fire and ems vehicle repairs](#)  
[2024- Ex Summary Amend 23-24 budget to purchase PD vehicles](#)

**Legislative History**

2/12/24 Board of Commissioners recommended for approval to the Board of Commissioners

- 11.D.** AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE PURCHASE OF VEHICLES FOR THE POLICE DEPARTMENT **0535**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024- Ex Summary Amend 23-24 budget to purchase PD vehicles](#)  
[2024- Amend 23-24 budget to purchase PD vehicles](#)

**Legislative History**

2/12/24

Board of Commissioners

recommended for approval to  
the Board of Commissioners**12. New Business****13. Ordinances - 1st Reading**

- 13.A.** AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE ETHICS COMMITTEE LEGAL FEES **0562**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024- Amend 23-24 budget for Ethics Committee](#)

- 13.B.** AN ORDINANCE TO CONDUCT A REFERENDUM TO APPROVE INCREASING THE BOARD OF COMMISSIONERS TO SEVEN MEMBERS BY ADDING TWO AT LARGE SEATS **0563**

**Sponsors:** Scott Hefner

**Attachments:** [2024- Ordinance to hold a referendum increasing the number of commissioners to seven](#)

**14. New Business Consent Agenda Items:****15. Resolutions**

- 15.A.** A RESOLUTION TO APPROVE THE ATTACHED CONTRACT WITH THE HALL GROUP FOR ARCHITECTURAL AND DESIGN SERVICES FOR THE RENOVATION OF FIRE STATION #1 **0554**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024 - Approve contract with Hall Group for Station 1 renovations](#)  
[23018 - Proposal Letter Agreement St 1 Hall Group](#)  
[St. 1 Executive Summary for contract with architect for renovations 0224](#)

- 15.B.** A RESOLUTION TO APPROVE THE ATTACHED CONTRACT WITH THE HALL GROUP FOR ARCHITECTURAL AND DESIGN SERVICES FOR THE NEW FIRE STATION 3 **0555**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024 - Approve contract with Hall Group for Station 3](#)  
[St 4 Design OLDR 23014 MJ FS4 Proposal Letter Agreement](#)  
[OLDR Executive Summary for contract with architect for St 3 construction](#)

- 15.C.** A RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING (MOU) WITH VOLUNTEER BEHAVIORAL HEALTH (VBH) AND TO AUTHORIZE THE CITY MANAGER TO SIGN **0558**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [Volunteer Behaviour Health Agreement v.2 clean 11-15-23 vol signed](#)  
[MOU with VBH for vechicle for co-responder](#)

- 15.D.** RESOLUTION TO APPROVE THE SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE CITY OF MT. JULIET AND PLAINTIFFS CHIVANADA, DANIEL YARZAGARARY, WILLIAM LOFBACK, RIFFS HOSPITALITY, EILEEN MALTES AND MIKEY'S PIZZA, LLC TO SETTLE A LAWSUIT PENDING IN THE UNITED DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSE, CHIVANADA ET. AL. V. CITY OF MT. JULIET, CASE No. 3:32-cv-1219 AND A REPRESENTATIVE OF THE CITY OF MT. JULIET IS AUTHORIZED TO SIGN **0565**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [Chivanada Settlement Draft Feb12 24](#)  
[Res Approve Settlement Agreement concerning mobile food trucks](#)

**16. Adjournment**



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0556

**Agenda Date:** 2/26/2024

**Agenda #:** 1.A.

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**Title:**

Public Hearing 6:15 PM

## **Public Notice**

The Board of Commissioners of the City of Mt. Juliet will have a Public Hearing on Monday, February 26, 2024, at 6:15 pm at City Hall for the following to be considered on 2nd Reading:

- Amend the Fiscal Year 2023/2024 Budget Ordinance 2023-24 to appropriate funds
  1. To purchase vehicles for the City of Fire/Ems Department.
  2. To replace damaged drug fund vehicle.
  3. Repairs for Fire/EMS Department vehicle.
  4. To purchase vehicles for the Police Department.

The Public is invited to attend and comment.

Kenny Martin, City Manager  
City of Mt. Juliet



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0557

**Agenda Date:** 2/26/2024

**Agenda #:** 5.A.

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**Title:**

February 12, 2024 Minutes



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## Presentations 6:00 PM

City Manager Kenny Martin thanked Dr. Kevin Mitchell for the flag banners he donated that are displayed along North Mt. Juliet Road. He also thanked Austermiller Roofing for sponsoring the Mt. Juliet City Beautiful truck.

Donations made to the City

## Public Hearing 6:15 PM

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

### A. Public Notice

0523

**Sponsors:** City Manager Kenny Martin

**Attachments:**

Mayor Manes called the Public Hearing to order at 6:15 pm  
Citizens Comments: No pros or cons voiced

- To amend the Preliminary Master Development Plan for the Providence PUD, located at 80 Belinda Pkwy, Map 096, Parcel 001.11, in the City of Mt. Juliet, Wilson County, Tn.
- To amend the Preliminary Master Development Plan for the Mt. Juliet Commons PUD, located at 12950 Lebanon Rd., Map 053, Parcel 109.00 in the City of Mt. Juliet, Wilson County, Tn.
- Amend the FY 2023/2024 to purchase a F-150 Service Truck for Public Works

### 1. Call to Order & Declare a Quorum Present

Mayor Maness called the Regular meeting of the Board of Commissioners to order at 6:30 p.m.

Rollcall

**Present:** James Maness, Jennifer Milele, Ray Justice, and Scott Hefner  
**Absent:** Bill Trivett



## 2. Set Agenda

Mayor Maness stated he would remove item 11.A an Ordinance to Amend the Ethics Ordinance. This changes were approved with no objections.

Commissioner Milele requested suspending the rules to allow her to make an appointment to the Ethics Commission, 2nd by Commissioenr Justice.

Vote to suspend with the Rules:

Yea: Hefner, Justice, Maness, Milele (Trivett Absent)

Appointment Ethics Commission: Commissioner Milele nominated Leslie Penny, 2nd by Mayor Maness Maness

Vote to nominate Leslie Penny to the Ethics Commission for District 4.

Yea: Hefner, Justice, Maness, Milele (Trivett Absent)

Motion made by Mayor Maness to return to regular session, 2nd by Commissioner Henfer. Approved with no objections.

## 3. Invocation & Pledge of Allegiance

Communications Director Justin Beasley

## 4. Approval of Minutes

A motion was made by Commissioner Milele to approve the minutes of the Regular Meeting of January 22, 2024 and the Special Meeting of February 5, 2024, seconded by CommissionerJustice. The motion carried by the following vote:

**RESULT:** ACCEPTED

**MOVER:** Jennifer Milele

**SECONDER:** Ray Justice

**Aye:** Maness, Milele, Justice, and Hefner

**Aye:** Maness, Milele, Justice, and Hefner

**Absent:** Trivett

**Absent:** Trivett

**4.A.** Approve Minutes of January 22, 2024 **0521**

**Sponsors:** Board of Commissioners, City Manager Kenny Martin

**Attachments:**

**4.B.** Click or tap here to enter text. **0522**

**Sponsors:** Board of Commissioners, City Manager Kenny Martin

**Attachments:**

**5. Citizens Comments**

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

Bruce Keeble 311 Collier Road: Questioned the Police Vehicles purchase, changes to the Ethics Ordinance and needed changes

Deputy Police Chief Chandler explained the police packages vs. a regular vehicle. We are asking for 12 vehicles. there are 12 Ford Explorers out of state and Wilson County has Chevy's.

**6. Commissioner Reports & Comments**

Commissioner Justice: Thanked the Mt. Juliet Chamber of Commerce for the Annual banquet. It was a great event and turnout. Our City Manager Kenny Milele received the Lifetime Achievement Award. The Chamber of Commerce made awards to local businesses. At the city we promote the Mt. Juliet businesses. He cannot think of anyone more deserving than Kenny Martin, he has worked his way up the ladder from police officer, became Chief of Police, then ECD now City Manager. Mt. Juliet is very dependant on what Kenny Martin has brought to the City. This is a Lifetime achievement for the City. He is a great person. Young man he has known since Little League, started Sonic, then went into Banking. Luke Winchester received the Paul Bauman Award. Paul Bauman started the John Deal Company who was one of the largest employers in the City. Congratulations. Rocky Lee, Erin, Jennifer D. the entire parks department for the great event they had for the Daddy/Daughter Dance this past weekend. Thanks to the parks department and the volunteers.

Commissioner Hefner: Congratulations to all the winners at the Chamber event. Appreciates what Kenny Martin and Luke Winchester do for the City. The banquet was great. Thanked everyone for attending tonight. and online.

Commissioner Milele: Recognized Judy Roark with Leadership Wilson who is attending tonight. Congrats to Kenny Martin and all the winners. In her district the gas line has been completed for the 3-way intersection. This has to be completed by the 100th CO. The Ethics Commission has been moved to the 21st at 3 p.m. Mundy Park is getting new playground equipment, and a new surface.

Mayor Maness stated the Vice Mayor is out of town due to work. All of the Elected Officials are Part Time and have jobs outside of the City. Read Vice Mayor Trivett's comments.

Mayor Maness: Received number of calls and emails due to the graphic sent out about the City of Mt. Juliet. We are a welcoming city and we welcome everyone that is here legally. Has spoken to the Police Chief and the City Manager and we have no knowledge of anyone being bussed into our community. We have even called the hotels. Immigration does not fall under our Police Department's authority. The police department does a wonderful job. We do need more Federal support. Received another difficult email, a gentleman who was an illegal alien committed a crime. Our police did all they could on the investigation. Congratulations to City Manager Kenny Martin and to everyone who helps make this city great.

**7. City Manager's Report**

Welcomed everyone. Thanked the BoC for the kind comments. Appreciates the recognition and appreciates the support. He is honored and humbled. It was an extra special night. Thanks to fire and police for everything they do each day. Shop local, thanked Jennifer Hamblen for her great work, along with Justin Beasley, and Sami Kincaid. Thanks to all employees working on the census. This helps the city with finances.

**8. Unfinished Business Consent Agenda Items: 2nd Reading****9.A. AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN (PMDP) FOR THE PROVIDENCE PLANNED UNIT DEVELOPMENT (PUD), LOCATED AT 80 BELINDA PARKWAY, MAP 096, PARCEL 001.11, IN THE CITY OF MT. JULIET, WILSON COUNTY, TN****0452**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Homewood Suites PUD Amend SR](#)  
[Homewood Suites PUD Amend ORD](#)  
[Legal Description Homewood Suites](#)  
[Homewood Suites PUD Amendment Exhibit B 12 14 23](#)

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

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Ray Justice

**Aye:** Maness, Milele, Justice, and Hefner

**Absent:** Trivett

Enactment No: 2024-07

**9.B. AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN (PMDP) FOR THE MT. JULIET COMMONS PLANNED UNIT DEVELOPMENT (PUD), BEING LOCATED AT 12950 LEBANON ROAD, MAP 053, PARCEL 109.00 IN THE CITY OF MT. JULIET, WILSON COUNTY, TN.** **0456**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [MJ Commons PUD Amend SR](#)  
[MJ Commons PUD Amend ORD](#)  
[MJ Commons Legal Description Exhibit A](#)  
[MJ Commons PUD Amendment Exhibit B 12 14 23](#)

This Ordinance was adopted.

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Ray Justice

**Aye:** Maness, Milele, Justice, and Hefner

**Absent:** Trivett

Enactment No: 2024-08

**9. Unfinished Business - Ordinance 2nd Reading**

**9.C. AMEND THE FISCAL YEAR 2023/2024 BUDGET TO PURCHASE A F-150 SERVICE TRUCK FOR THE PUBLIC WORKS DEPARTMENT** **0497**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [Fiscal Note Amend 23-24 budget to purchase PW truck](#)  
[2024- Amend 23-24 budget to purchase truck for PW](#)

Motion made by Mayor Maness to add \$36,500 for snow removal equipment, 2nd by Commissioner Justice.

Vote on amendment:

Yea: Unanimous

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

**RESULT:** ADOPTED

**MOVER:** Ray Justice

**SECONDER:** Scott Hefner

**Aye:** Maness, Milele, Justice, and Hefner

**Absent:** Trivett

**11. New Business - Ordinances 1st Reading****11.A. AN ORDINANCE TO AMEND MT. JULIET CITY CODE [0514](#)  
CHAPTER 2, ARTICLE XIII CODE OF ETHICS**

**Sponsors:** James Maness

**Attachments:** [Ethics Ord amendment](#)

This item was removed under Set Agenda.

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET [0525](#)  
ORDINANCE 2023-24 TO APPROPRIATE FUNDS TO REPLACE A  
DAMAGED DRUG FUND VEHICLE**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024- amend 23-24 budget - damaged drug fund vehicle](#)  
[2024 Executive Summary Budget Amendment appropriate](#)  
[funds for replacement drug fund vehicle](#)

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

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Jennifer Milele

**SECONDER:** Ray Justice

**Aye:** Maness, Milele, Justice, and Hefner

**Absent:** Trivett

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET [0533](#)  
ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE  
PURCHASE OF AMBULANCES AND VEHICLES FOR THE FIRE /  
EMS DEPARTMENT**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024- amend 23-24 budget - fire and ems vehicle repairs](#)  
[2024- Ex Summary Amend 23-24 budget to purchase PD](#)  
[vehicles](#)

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

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Ray Justice

**SECONDER:** Jennifer Milele

**Aye:** Maness, Milele, Justice, and Hefner

**Absent:** Trivett

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET  
ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE  
PURCHASE OF  
VEHICLES FOR THE POLICE DEPARTMENT**

**0535**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024- Ex Summary Amend 23-24 budget to purchase PD vehicles](#)  
[2024- Amend 23-24 budget to purchase PD vehicles](#)

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

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Ray Justice

**SECONDER:** Jennifer Milele

**Aye:** Maness, Milele, Justice, and Hefner

**Absent:** Trivett

**11.B. AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET  
ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE  
PURCHASE OF AMBULANCES AND VEHICLES FOR THE FIRE /  
EMS DEPARTMENT**

**0515**

**Sponsors:** James Maness

**Attachments:** [2024- Amend 23-24 budget to purchase Fire and EMS vehicles and Equip](#)  
[Budget amend Ex Sum for ambulances and Tahoes 0224](#)

Discussion was held.

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

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** James Maness

**SECONDER:** Jennifer Milele

**Aye:** Maness, Milele, Justice, and Hefner

**Absent:** Trivett

11.C. **AN ORDINANCE TO AMEND/REVISION TO THE MT.  
JULIET CITY CODE CHAPTER 2, ARTICLE XIII CODE OF  
ETHICS**

[0524](#)

**Sponsors:** Ray Justice

**Attachments:** [Revised Ethics City Code Red Lined - RJ](#)  
[Ethics Ord Revised with additional clarifications](#)

Discussion was held. RJ stated he has try to clean up the deficiencies we have dealt with. This is a work in progress. This circumstance does not come very often. He welcomes suggestions.

Milele This has been a 4 month process and she has not.

Questions: Interview process was dismissed and held behind closed doors.

Questioned interview meetings due to not wanting to embarrass. Confidential for free flow of information How is it justified to hold behind closed doors. TOMA states has to be held in public. The attorney was chosen by the EC to hire an attorney. She is still not satisfied Our ethics officer has to be recused and the BoC didn't vote on this. Found nothing in our laws that Gino has to recuse himself. Would like the distinction there is no 354 (e) and (f), vs. 355 (m) EC vs BoC. Confused on how recusal was allowed. She wants to be sure these questions are offered.

Mayor Maness why recuse yourself without the BoC. Gino F states hire another attorney read this section. the other section is M. The EC may .... or may hire another attorney. No conflict their are 2 paths. The EC is allowed to spend up to \$10k to hire an attorney. I represent this Board and the Commissioners had filed complaints against each other. This commission seperate and apart and the EC separate and apart have the authority to hire an attorney.

Milele she read Farmer's letter to state Ethics Commission can hold meetings. Does not have an answer on public meetings.

Mayor Maness stated we need to say germane to the ordinance.

Gino if we want to have a work session that is fine.

Milele TOMA which relates to the revisions. How was the open meeting act not violated if ToMA was violated shouldn't the interviews be voided. Teh agenda doesn't mention Nullified and Voided.

Mayor to Milele you are hashing up events that are in the past. Mayor pulled his item because he wanted all 5 members in attendance.

2-254 e & f does not 355 m still confused.

Milele - subpoena power Mayo City Code 6-20-211b, Milele ? placing witnesses under oath, Maness Mtas has stated any board can do this.

Milele ? legal accountability.

Justice we found we were acting like children and we received bad advise. Caused one perons upward of \$20K and how do we get this person reimbursed for the money he is out.

Gino you can reimburse by passing a budget amendment in the future put in the code future in the event of a dismissal reasonable attorney fees are reimbursed.

Hefner stated he has lots to say bu does not feel this is the time or place. What are missing are the procedures and bylaws that the Ethics C should operate under. If we

are going to change we need procedures for the EC to follow. Does not feel the EC did nothing wrong they did the best they could do under the guidance of legal. On 2-3-354 (c) must be based on first hand knowledge would like this be added. Would like to get input from the EC since they will be the ones adhering to this.

Justice unfortunately city officials or employees

mayor we talk about procedures the MTAS boilerplate ord came with a built in support group on how the ord should be handled. the statue of limitations is still in here for 30 days. It is harder to file a complaint under our ord than shoplifting. He was here Saturday reading through years of minutes. Feels you need to know the history of the City. The city received a complaint unanimously over a fax machine. the changes were made in answer to how past things were handled. It is more difficult to raise questions about our behavior than reporting a petty crime. There was a lot of history. No one up here takes any of this lightly. How do we give the Citizens of MJ a way to hold people accountable and not have frivolous anonymous complaints.

Discussion was held on the past complaints and the balance on how to handle this.

Hefner to Gino this ordinance the way it was written was meant for citizens to file against employees. Gino that is a very fair statement. Hefner asked for the EC to ask for an alternative process when elected officials against elected officials. Asked this be asked of hte EC to have a seperate process.

Milele asking that this be included in the should we include Section 2-355 should something be included to say if a new Ec rehears what has already been heard it ha to be Nullified and Voided. or is that just understood.

Gino he did not create the agenda. He has had nothing to do. Assumes they will consider all items would be consiered. Milele is there a law that null and void, Gino there is not. Ussually it is an order to reconider and he feels that is what the agenda is being done.

Justice Double Jeopardy

Justice defer for 45 days, Maness and send to EC and have a workshop between the EC and BoC to discuss.

Maness believes the question needs to be submitted to the EC.

Gino given the current status on a new. Don't review a new

Vote on 45 day referral: Yea; Unanimous

Justice to defer and send to the EC.

This Ordinance was deferred for 45 days to the Board of Commissioners due back on 3/25/2024

**RESULT:** DEFERRED

**MOVER:** Ray Justice

**SECONDER:** Scott Hefner

## Resolutions



**B. RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE BELINDA WINGWALL REPAIRS PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT**

**0501**

**Sponsors:** Kenneth Martin

**Attachments:** [2024-02-12, Belinda Wingwall Repair Construction Contract Resolution](#)  
[2024-02-12, Belinda Wingwall Repair Contract Resolution - Exec Summary](#)  
[JARRETT Contract Signature Page](#)

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

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Ray Justice

**Aye:** Maness, Milele, Justice, and Hefner

**Absent:** Trivett

Enactment No: 06-2024

**C. A RESOLUTION DECLARING CITY OF MT. JULIET PARKS DEPARTMENT PROPERTY AS SURPLUS**

**0519**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [Bdget Amend ExSum Surplus prop Parks Gator to donate](#)  
[Declare Parks Property as Surplus and donate Gator](#)

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

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** James Maness

**Aye:** Maness, Milele, Justice, and Hefner

**Absent:** Trivett

Enactment No: 07-2024

**A RESOLUTION TO APPROVE THE ATTACHED CONTRACT  
WITH GREATER NASHVILLE REGIONAL COUNCIL FOR  
VERIFICATION OF THE SPECIAL CENSUS CONDUCTED BY THE  
CITY OF MT. JULIET**

**0532**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2023 - Approve contract with GNRC for special census](#)  
[GNRC Contract for Special Census](#)

Discussion was held.

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

**RESULT:** ADOPTED

**MOVER:** James Maness

**SECONDER:** Jennifer Milele

**Aye:** Maness, Milele, Justice, and Hefner

**Absent:** Trivett

Enactment No: 08-2024

**A RESOLUTION TO APPROVE THE ATTACHED CONTRACT  
WITH GREAT SOUTHERN RECREATION FOR INSTALLATION  
OF A PLAYGROUND AT SGT. JERRY MUNDY MEMORIAL PARK**

**0534**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024 - Approve contract with GSR for playground at Mundy Pk](#)  
[GSR Mundy Park Playground renderings](#)  
[GSR Mundy Park Playground-Client Agreement](#)

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

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Scott Hefner

**Aye:** Maness, Milele, Justice, and Hefner

**Absent:** Trivett

Enactment No: 09-2024

## **12. Adjournment**

at 8:02 with noAt 8:02 PM with no objections. objections.



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0515  
11.A.

**Agenda Date:** 2/26/2024

**Agenda #:**

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**Title:**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE PURCHASE OF AMBULANCES AND VEHICLES FOR THE FIRE / EMS DEPARTMENT**

## ORDINANCE 2024-\_\_\_\_\_

### AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE PURCHASE OF AMBULANCES AND VEHICLES FOR THE FIRE / EMS DEPARTMENT

**WHEREAS** the City of Mt. Juliet Fire Department ordered three ambulances in 2022 which have yet to be available to the City nor has a delivery date been set; and

**WHEREAS**, the department researched options for purchasing ambulances in the current year and identified three new units available; and

**WHEREAS**, the department has also experienced significant delays in the availability of vehicles; and

**WHEREAS**, the department has been made aware of a limited number of Chevrolet Tahoes available to purchase; and

**WHEREAS**, the City wishes to take advantage of current cost savings and availability to provide for the needs of the citizens.

**NOW THEREFORE BE IT ORDAINED** by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

**Section 1.** The 2023/2024 Budget Ordinance (Ordinance 2023-24) is hereby amended as follows:

**General Fund –**

Increase Expenditures:

110-42250-944	Transportation Equipment	\$210,092.40
110-42250-945	Communication Equipment	\$ 48,331.80
110-42250-939	Other Improvements	\$ 32,323.25

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

**BE IT FURTHER ORDAINED:**

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

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

**Section 5.** That this ordinance shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:  
SECOND READING:

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenny Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney

Mark Foulks  
Fire Chief

# FIRE DEPARTMENT

Eric Newman  
Assistant Chief of EMS

Joseph Edwards  
Deputy Fire Chief

Brent Blamires  
Assistant Chief/Fire Marshal

Sharon Bachelier  
Administrative Assistant



Scott Lively  
Assistant Chief of Training

## City of Mt. Juliet

### Approval for Funding to Purchase and Equip Three Ambulances and to Purchase and Equip Three Chevrolet Tahoes

- 1) Who: Mt. Juliet Fire Department
  - 2) What: Approval is needed for additional funding to purchase and equip three ambulances, to purchase three Chevrolet Tahoes, and to equip three squads (EMS quick response vehicles).
  - 3) When: Immediately
  - 4) Where: Mt. Juliet Fire Department
  - 5) Why: Three Wheeled Coach brand ambulances were budgeted and ordered in October of 2022, Wheeled Coach has yet to be able to provide an estimated delivery date. The chassis for the ordered units were 2022 model 4x2 chassis. We have identified three Horton brand ambulances that will be available for delivery by May, with 2024 model 4x4 chassis. Supply for departmental vehicles such as the Chevrolet Tahoe has been very erratic and often delays of months or years have been realized (if there is availability at all). Wilson County Motors notified us that a limited number of Chevrolet Tahoes have become available (on state contract) if we are able to purchase at delivery. The Tahoes will be available in March or April. MJFD was going to budget for these vehicles in the coming fiscal budget, but the limited availability necessitates being able to purchase prior to budget year. The funding for this purchase also includes emergency equipment for all of the vehicles. The purchase of the vehicles will provide more reliable vehicles for emergency medical responses and will enable us to place a squad into service at all three stations (currently squads are run out of two stations).
  - 6) Costs: \$290,747.45
  - 7) Line Item: 42250-944 Transportation \$210,092.40  
42250-945 Communication Equipment \$ 48,331.80  
42250-939 Other Improvements \$ 32,323.25
- Staff Recommendation: Chief Mark Foulks and City Manager Kenny Martin have provided a positive recommendation
- Prepared by: Chief Mark Foulks



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0525  
11.B.

**Agenda Date:** 2/26/2024

**Agenda #:**

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**Title:**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO  
APPROPRIATE FUNDS TO REPLACE A DAMAGED DRUG FUND VEHICLE**

## **ORDINANCE 2024-\_\_\_\_\_**

### **AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS TO REPLACE A DAMAGED DRUG FUND VEHICLE**

**WHEREAS**, The City of Mt. Juliet Drug Fund has insurance coverage on its vehicles; and

**WHEREAS**, a police vehicle was damaged in an accident from a DUI driver; and

**WHEREAS**, the vehicle was determined to be damaged beyond repair; and

**WHEREAS**, the City received insurance proceeds of \$19,946.67 in FY 2023 from the responsible party's insurance after the FY 23/24 budget had passed; and

**WHEREAS**, the Police Department is now ready to replace the damaged vehicle; and

**WHEREAS**, additional funds of \$20,000 are necessary from Drug Fund reserves to cover the cost of the newer vehicle and \$10,000 from the General Fund for the equipment.

**NOW THEREFORE BE IT ORDAINED** by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

**Section 1.** The 2023/2024 Budget Ordinance (Ordinance 2023-24) is hereby amended as follows:

#### **Drug Fund**

Increase the Following Expenditures:

123-42129-944	Transportation Equipment	\$ 39,000
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#### **General Fund**

110-42100-918	Vehicle Equipment	\$ 10,000
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**Section 2.** The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

#### **BE IT FURTHER ORDAINED:**

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



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

**Section 5.** That this ordinance shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:  
SECOND READING:

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenny Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney

## Executive Summary: Accept insurance proceeds and appropriate funds for replacement drug fund vehicle

- 1) WHO: Mt. Juliet Police Department
- 2) WHAT: Request to appropriate insurance proceeds received in the prior fiscal year and drug fund reserves for the purchase of one replacement vehicle.
- 3) WHEN: Immediately
- 4) WHERE: Mt. Juliet City Limits
- 5) WHY: A police vehicle (drug fund) was involved in a crash and hit by DUI driver, resulting in insurance totaling it out. The total insurance proceeds are not enough to replace one vehicle, but with the help of additional drug funding, the vehicle can be replaced.

### Insurance payments:

FY 22/23 Insurance Payments received for damaged or totaled police vehicle: \$19,946.67.

Total Needed from Drug Fund and General Fund: \$30,000.00

Appropriate to:

\$39,000.00 Total to the Drug Fund Line Item 42129-944 (Vehicle Purchases)

\$10,000.00 Total to the General Fund Line Item 42100-918 (Vehicle Equipment Purchases)

### STAFF RECOMMENDATION:

- Chief of Police Michael Mullins has given a positive recommendation.

PREPARED BY: Tyler Chandler

Fiscal Note from Finance:

The Drug Fund ended the prior fiscal year with reserves of \$510k. The current year budget has capital purchases that will likely reduce the reserves by \$100k however there are still sufficient reserves to cover the additional \$20k needed for this purchase. These will likely be the last large capital expenditures for several years. Revenues for this fund typically exceed the operating expenditures resulting in a surplus therefore Finance currently has no concerns about this appropriation. The \$10k from General Fund will also come from reserves. Purchasing the equipment out of the General Fund will allow it to be transferred to non-drug fund vehicles if needed.



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0533  
11.C.

**Agenda Date:** 2/26/2024

**Agenda #:**

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**Title:**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO  
APPROPRIATE FUNDS FOR THE PURCHASE OF AMBULANCES AND VEHICLES FOR THE  
FIRE / EMS DEPARTMENT**

## **ORDINANCE 2024-\_\_\_\_\_**

### **AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR REPAIRS OF FIRE/EMS DEPARTMENT VEHICLES**

**WHEREAS**, The City of Mt. Juliet has insurance coverage on its vehicles; and

**WHEREAS**, two Fire/EMS Department vehicles were damaged in accidents where the City was not at fault; and

**WHEREAS**, both vehicles required significant repairs which began in FY23 but were not completed until FY24; and

**WHEREAS**, the City received insurance proceeds of \$17,037.98 recorded in the prior fiscal year; and

**WHEREAS**, the Fire Department has experienced additional repair costs for the ambulances in service due to the age and use of the vehicles; and

**WHEREAS**, the amount paid for the above repairs from the current year budget has depleted the repair line-item budgets; and

**WHEREAS**, additional funds of \$42,000 are necessary to cover the current and future cost of repairs.

**NOW THEREFORE BE IT ORDAINED** by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

**Section 1.** The 2023/2024 Budget Ordinance (Ordinance 2023-24) is hereby amended as follows:

#### **General Fund**

Increase the Following Expenditures:

110-42200-261	Repair and Maintenance of Vehicles	\$ 5,500
110-42250-261	Repair and Maintenance of Vehicles	\$ 36,500

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

#### **BE IT FURTHER ORDAINED:**

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

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

**Section 5.** That this ordinance shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:  
SECOND READING:

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenny Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney



# *MT. JULIET POLICE DEPARTMENT*

## **EXECUTIVE SUMMARY**

### **Approval for Funding for Advance Purchase of FY 24/25 Replacement Vehicles**

- 1) Who: Mt. Juliet Police Department
- 2) What: Approval is requested to purchase replacement vehicles that will be replaced in the upcoming FY 24/25 budget.
- 3) When: Immediately
- 4) Where: MJPD
- 5) Why: Vehicle procurement continues to be difficult due to ongoing delays and shortages with manufacturers of police vehicles. There is an opportunity at two dealerships to purchase the current year model and pricing. The goal is to secure the vehicles at a lower cost this budget year to be used in the next fiscal year. Only vehicles are being purchased now; necessary equipment and installation costs will be budgeted in FY 24/25. Replacement vehicles will not be requested/budgeted in FY 24/25
- 6) Costs: \$600,000 (\$45K-\$50K per vehicle, depending on availability)
- 7) Line Item: 42100-944 Vehicles

Staff Recommendation: Chief Michael Mullins and City Manager Kenny Martin have provided a positive recommendation

Prepared by: Dep. Chief Tyler Chandler



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0535  
11.D.

**Agenda Date:** 2/26/2024

**Agenda #:**

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**Title:**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO  
APPROPRIATE FUNDS FOR THE PURCHASE OF  
VEHICLES FOR THE POLICE DEPARTMENT**



# *MT. JULIET POLICE DEPARTMENT*

## **EXECUTIVE SUMMARY**

### **Approval for Funding for Advance Purchase of FY 24/25 Replacement Vehicles**

- 1) Who: Mt. Juliet Police Department
- 2) What: Approval is requested to purchase replacement vehicles that will be replaced in the upcoming FY 24/25 budget.
- 3) When: Immediately
- 4) Where: MJPD
- 5) Why: Vehicle procurement continues to be difficult due to ongoing delays and shortages with manufacturers of police vehicles. There is an opportunity at two dealerships to purchase the current year model and pricing. The goal is to secure the vehicles at a lower cost this budget year to be used in the next fiscal year. Only vehicles are being purchased now; necessary equipment and installation costs will be budgeted in FY 24/25. Replacement vehicles will not be requested/budgeted in FY 24/25
- 6) Costs: \$600,000 (\$45K-\$50K per vehicle, depending on availability)
- 7) Line Item: 42100-944 Vehicles

Staff Recommendation: Chief Michael Mullins and City Manager Kenny Martin have provided a positive recommendation

Prepared by: Dep. Chief Tyler Chandler



## **ORDINANCE 2024-\_\_\_\_\_**

### **AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE PURCHASE OF VEHICLES FOR THE POLICE DEPARTMENT**

**WHEREAS** the City of Mt. Juliet Police Department has experienced significant delays in the availability of vehicles for the department; and

**WHEREAS**, the department has been made aware of a limited number of Chevrolet Tahoes available to purchase using state contract pricing; and

**WHEREAS**, the department would have requested the vehicles in the upcoming FY25 budget and would likely face increased costs and delivery delays; and

**WHEREAS**, the department wishes to take advantage of current cost savings and availability to provide for the needs of the citizens; and

**WHEREAS**, the department will not request vehicles in the upcoming budget once these have been acquired.

**NOW THEREFORE BE IT ORDAINED** by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

**Section 1.** The 2023/2024 Budget Ordinance (Ordinance 2023-24) is hereby amended as follows:

**General Fund –**

Increase Expenditures:

110-42100-944	Transportation Equipment	\$ 600,000
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**Section 2.** The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

**BE IT FURTHER ORDAINED:**

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

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

**Section 5.** That this ordinance shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:

SECOND READING:

ATTEST:

\_\_\_\_\_  
Sheila S. Luckett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenny Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0562  
13.A.

**Agenda Date:** 2/26/2024

**Agenda #:**

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**Title:**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO  
APPROPRIATE FUNDS FOR THE ETHICS COMMITTEE LEGAL FEES**

## **ORDINANCE 2024-\_\_\_\_\_**

### **AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE ETHICS COMMITTEE LEGAL FEES**

**WHEREAS**, the Mt. Juliet Board of Commissioners adopted a Code of Ethics which created a five-member ethics commission; and

**WHEREAS**, the ethics commission is charged with hearing appropriately filed ethics complaints; and

**WHEREAS**, the ethics commission is authorized to incur legal expenses up to \$10,000 annually; and

**WHEREAS**, the board of commissioners must approve amounts exceeding the allowed \$10,000; and

**WHEREAS**, due to the number of complaints filed, the ethics commission is expected to exceed the \$10,000 threshold; and

**WHEREAS**, the Board of Commissioners desires to amend the FY 23-24 budget for the initial \$10,000 and an additional \$5,000 for the remaining complaints to be heard along with any potential future complaints.

**NOW THEREFORE BE IT ORDAINED** by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

**Section 1.** The 2023/2024 Budget Ordinance (Ordinance 2023-24) is hereby amended as follows:

**General Fund –**

**Increase Expenditures:**

110-41110-200	Contractual Services	\$15,000.00
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**Section 2.** The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

**BE IT FURTHER ORDAINED:**

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

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

**Section 5.** That this ordinance shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:  
SECOND READING:

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenny Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0563  
13.B.

**Agenda Date:** 2/26/2024

**Agenda #:**

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**Title:**

**AN ORDINANCE TO CONDUCT A REFERENDUM TO APPROVE INCREASING THE BOARD OF COMMISSIONERS TO SEVEN MEMBERS BY ADDING TWO AT LARGE SEATS**

## **ORDINANCE 2024-\_\_\_\_\_**

### **AN ORDINANCE TO CONDUCT A REFERENDUM TO APPROVE INCREASING THE BOARD OF COMMISSIONERS TO SEVEN MEMBERS BY ADDING TWO AT LARGE SEATS**

**WHEREAS**, the City of Mt. Juliet adopted home rule pursuant to Article XI, Section 9, of the Tennessee Constitution; and

**WHEREAS**, Article XI, Section 9, of the Tennessee Constitution permits a home rule city to amend its charter by adopting an ordinance proposing an amendment and thereafter submitting the question to the voters in the next general state election; and

**WHEREAS**, the City of Mt. Juliet currently has five commissioners; and

**WHEREAS**, four of the current commissioners are elected by district, while the mayor is elected at large; and

**WHEREAS**, whereas the Board of Commissioners desires to expand to seven commissioners, with the two additional commissioners elected at large.

**NOW THEREFORE BE IT ORDAINED** by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

**Section 1.** City Charter Section 6-20-101, upon approval by the qualified voters in the next general state election, is amended by adding a new subsection (i) as follows:

Pursuant to City Charter Section 6-20-101(h) and Article XI, Section 9, of the Tennessee Constitution, the City increases its number of commissioners from five to seven, including the mayor's position. The existing Mayor's position will continue to be an at large position. The other four existing commissioner seats will continue to be elected by district. The two new commissioner seats will be elected at large. At the first election after the adoption of this ordinance, if three of the existing five commissioner positions are up for election, then the two candidates with the most votes as at large commissioners will serve four-year terms. If only two of the existing five commissioner positions are up for election, then the candidate with the most votes as an at large commissioner will serve a four-year term, and the candidate with the second most votes as an at large commissioner will serve a two-year term. Thereafter all at large commissioners will serve a four-year term.

**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:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:  
SECOND READING:

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenny Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney





# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0554  
15.A.

**Agenda Date:** 2/26/2024

**Agenda #:**

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**Title:**

**A RESOLUTION TO APPROVE THE ATTACHED CONTRACT WITH THE HALL GROUP FOR  
ARCHITECTURAL AND DESIGN SERVICES FOR THE RENOVATION OF FIRE STATION #1**

## **RESOLUTION \_\_\_\_\_ - 2024**

### **A RESOLUTION TO APPROVE THE ATTACHED CONTRACT WITH THE HALL GROUP FOR ARCHITECTURAL AND DESIGN SERVICES FOR THE RENOVATION OF FIRE STATION #1**

**WHEREAS**, the City of Mt. Juliet Fire Department has seen an increase in personnel in recent years; and

**WHEREAS**, Fire Station #1 is in need of renovations to accommodate the increase in personnel; and

**WHEREAS**, the Fire Department has selected The Hall Group for architectural and design services for the renovations; and

**WHEREAS**, The Hall Group will prepare design documents for additional living quarters, restrooms, dayroom space, kitchen and office space; and

**WHEREAS**, The Hall Group has submitted a proposed cost of \$34,475 which is included in the FY2024 budget; and

**WHEREAS**, the Board of Commissioners of the City of Mt. Juliet, Tennessee desire to approve the attached contract with The Hall Group.

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

**Section 1.** The Board of Commissioners approves the attached contract.

**Section 2.** The Board authorizes the Mayor to execute said contract with The Hall Group upon final approval of legal counsel.

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

**Section 4.** 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 at the earliest date allowed by law, the public welfare requiring it.

PASSED:

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James Maness, Mayor

ATTEST:

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Sheila S. Luckett, MMC  
City Recorder

APPROVED AS TO FORM

---

Kenny Martin, City Manager

---

L. Gino Marchetti, Jr.  
City Attorney



February 15, 2024

Chief Mark Foulks  
City Of Mt Juliet  
2425 N Mt Juliet Road  
Mt Juliet TN 37122

RE: Proposal for Design Services  
Fire Station #1 Addition / Renovation  
104 Belinda Parkway  
Mt. Juliet, TN  
HGArch #23014

Mark

The Hall Group is pleased to offer you the following proposal to provide architectural, structural, mechanical, plumbing, electrical and fire protection design services. Our fee proposal is based on the following:

#### **SCOPE OF PROJECT**

The project will consist of a roughly 1,650 SF addition to an existing fire station plus renovation of various parts of the existing building. The program consists of an exercise room, 2 sleeping quarters, battalion chief's space with sleeping quarters, and one accessible full bathroom. Renovation work will include relocating the dayroom, expanding the kitchen and dining area, providing shift storage, and turning the former training room into 2 sleeping quarters. In addition, the rough-in for fire suppression system will be included in the new addition. The project will be undertaken in the traditional design/bid/build system.

#### **RESPONSIBILITIES OF THE HALL GROUP**

The Hall Group will assume the following responsibilities:

##### *Schematic Design Phase*

- Meet with you on site to review the existing conditions.
- The schematic documents will identify area allocations, conceptual organization of exterior and interior spaces, conceptual image and building massing, usage of feature interior and exterior materials. Selection of structural system and a general understanding of mechanical, plumbing and electrical systems.

##### *Construction Document Phase*

- Provide the following architectural drawings:  
General Notes and Information  
Life Safety Plans

Floor plans  
Reflected Ceiling Plans  
FF&E plans  
Wall Sections and Details  
Finish Schedule  
Interior Elevations  
Door Schedule and Details  
Window Elevations

- Provide structural slab, wall & roof framing system designs and details along with a construction quality control and special inspections plan.
- Provide engineering services of the new MPE&FP systems related to the following:
  - HVAC Systems
  - Potable Water & Wastewater System
  - Exit and Egress Lighting System
  - Electrical Power Distribution
  - Solar integration
  - Gas Distribution (for HVAC, kitchen and plumbing equipment)
  - Fire Protection System intent
- Prepare construction drawings and specifications for use in permit acquisition and construction.

#### *Construction Phase Services*

- The architect's responsibilities for observing construction and determining if the contractor is supporting the design intent fall into six categories: construction observation, document clarification, submittal review, payments to the contractor, certification of completion, and project closeout.

#### **RESPONSIBILITIES OF THE CLIENT**

The following items will be the responsibility of the City of Mt Juliet:

- Work with the architect to establish accurate programming and project needs.
- Provide civil engineering and landscape design services.
- Provide geotechnical engineering.
- Provide site as-built survey services.
- Be available to attend meetings when recommended to do so.
- Provide equipment list and other related information relevant to our design.
- Review the drawings for compliance with the overall design intent and issue written comments to The Hall Group prior to the completion of the design.

#### **EXPANDED SERVICES**

The following items will be considered expanded services to this scope of work, which we will perform if desired, but they are not included in this proposal:

- Significant changes in scope after beginning the Construction Documents Phase
- Any change in scope after completion of the Contract Documents
- As built or Record drawings
- Commissioning Services

- LEED Facilitation / Documentation

#### PROPOSED FEE

Our proposed fees for the above phases of work is based on the State of Tennessee Basic Services Fee Formula *35/logP-1.15*. As it applies to this project, 1,650 SF at an estimated cost of \$350/SF is a total estimated cost of \$577,500. With the sliding scale formula applied, the overall design fee would be 4.93% equaling \$28,475.

The renovation fee is  $(35/\log P-1.15) \times 1.25$ . We estimate renovation costs may be \$80,000. The design fee would be 7.5% equaling \$6,000

Total fee would be **\$34,475**

With a heavy design effort on the front end (SD), this fee is traditionally broken down as 30% SD, 55% CD and 15% CA. We are using these numbers as follows:

Schematic Design Phase	\$10,342.50
Construction Documents Phase	\$18,961.25
Construction Administration Phase	\$5,171.25

Fees do not include reimbursable expenses (see below). We will invoice at based on percentage of our work completed per phase.

#### REIMBURSABLE EXPENSES

- We will bill you for our direct reimbursable expenses related to this project
- Reimbursable Expenses are subject to annual review and adjustment. The specified expenses include all administrative factors.
- Reimbursable expense rates in effect on the date of this agreement are:

Mileage (auto)	\$0.67/mile
Courier Service, Out of House Printing, etc	Cost + 15%

#### CLARIFICATIONS

- We assume the current electrical, water, sewer and gas services being provided to the site will be sufficient for the project needs.
- The Hall Group's Standard Terms and Conditions will apply to this agreement, (unless otherwise modified by another written agreement). See Attachment "A".
- We will not undertake any additional services without your authorization. Our standard hourly rates in connection with this project are listed below:

Principal	\$ 250.00/hour
Senior Engineer	\$ 265.00/hour
Architect/Engineer	\$ 195.00/hour
Designer	\$ 150.00/hour
CAD Technician	\$ 95.00/hour

Administrative

\$ 75.00/hour

Mark, we have thoroughly enjoyed working with you to date and appreciate the opportunity to offer you this proposal. Please call me if you have any questions or comments. We look forward to continuing to build a long relationship with you and the City of Mt Juliet.

This proposal is contingent on the execution of a written contract agreement between The Hall Group, LLC and The City of Mt. Juliet or its assignee. An authorized signature below indicates that the signee agrees to the terms of this proposal, and that this document shall serve as the entire agreement. Should we need to break these services up into separate agreements, please advise.

Sincerely,



Jeff W. Hall, AIA  
LEED AP BD+C

Acceptance by:

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Signature(s)

---

Printed Name and Title

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---

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Client Address (if different than delivery above)



## **2024 STANDARD TERMS AND CONDITIONS (ATTACHMENT “A”)**

### **ACCESS TO THE SITE/ JOBSITE SAFETY**

Unless otherwise stated The Hall Group, LLC (“HGA”) will have access to the site for activities necessary for the performance of the services. The Client understands that HGA is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or jobsite safety, and will not be responsible for any losses or injuries that occur at the Project site.

### **INDEMNIFICATIONS**

Should HGA become involved in third party litigation as a result of its performance of work for the Client under this agreement, the Client agrees to defend and hold harmless and pay all attorney’s fees for such litigation. If any claim is brought against either the Client or Consultant by any third party, relating to the negligence of the Client or Consultant, each party shall indemnify the other against any loss or judgment, including attorney’s fees and cost, to the extent that such loss or expense is caused by the party’s negligence.

### **INSURANCE**

HGA shall secure and endeavor to maintain such insurance as will protect the Client from claims of negligence, bodily injury, death, or property damage which may arise out of the performance of HGA under this agreement.

### **RISK ALLOCATION**

In recognition of the relative risks, rewards, and benefits to both the Client and HGA, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, HGA’s total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses from matters arising out of HGA’s negligence shall not exceed the greater of our fee for design services, or \$15,000, unless otherwise modified in a written agreement, contract, or proposal letter. If there is a discrepancy between these terms and conditions, and the written agreement, the written agreement / contract / proposal letter terms shall take precedence.

### **TERMINATION OF SERVICES**

This agreement may be terminated by the Client or HGA upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of HGA, the Client will compensate HGA for services performed prior to termination, together with Reimbursable Expenses due.

### **REIMBURSABLE EXPENSES**

Reimbursable Expenses are in addition to compensation for Basic Services, and include, but are not limited to, expense of transportation in connection with the project; expenses in connection with authorized out-of-town travel and doing business in the project location; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the project; expenses of reproduction of drawings, and specifications, and other documents; expenses for postage, and handling of drawings. These reimbursable expenses shall be billed as a multiple of 1.15 times the cost incurred by HGA, unless specified otherwise in the written agreement.

### **DISPUTES RESOLUTION**

All claims, counterclaims, disputes, and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to a non-binding mediation, subject to the parties agreeing to a mediator.

### **OWNERSHIP OF DOCUMENTS**

All documents produced by HGA under this agreement are instruments of service and as such shall remain the property of HGA and may not be used by the Client or any person or endeavor without written consent of HGA.



#### APPLICABLE BY LAW

Unless otherwise provided, this agreement shall be governed by the laws of the State of Tennessee.

#### BILLINGS AND PAYMENTS

Invoices for services shall be submitted, at HGA's option, either upon completion of such services or on a monthly basis, unless otherwise stated. Invoices are due when rendered and shall be considered past due if not paid within Thirty (30) days after issue date. If the invoice is not paid within thirty (30) days, HGA may, without waiving claim or right against Client, and without liability whatsoever to Client, terminate the performance of services. Retainers or initial payments shall be credited on final invoice.

#### LATE PAYMENTS

Unpaid invoices will be subject to a monthly charge of 1.5% of the then unpaid balance (18.0% true annual rate), at the sole discretion of HGA. In the event the account or any portion thereof remains unpaid sixty (60) days after billing, the Client shall pay all cost of collection incurred by HGA, including reasonable attorney's fees.

#### OPINIONS OF CONSTRUCTION COST

Any opinion of probable construction cost prepared by HGA represents our judgment as design professionals and is supplied for general guidance of the Client. Since HGA has no control over the construction market, HGA does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to Client.

#### EXISTING AND HIDDEN CONDITIONS

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If HGA has reason to believe that such a condition may exist HGA will notify the Client who shall authorize and pay for all cost associated with the investigation of such a condition and, if necessary, all cost necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification., or (2) HGA has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and HGA shall not be held responsible for the existing condition nor any resulting damages to persons or property. Further, HGA will not be required to execute any document that would result in certifying, guaranteeing, or warranting the existence of conditions whose existence HGA cannot ascertain.

#### DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

It is understood and agreed that if HGA's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, then such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against HGA that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold HGA harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities, and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of HGA.

If the Client request in writing that HGA provide any specific construction phase services and if HGA agrees in writing to provide such services, then they shall be compensated for as Additional Services as provided in this agreement.

#### FORCE MAJEURE

Neither Party shall be liable to the other for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural disasters and catastrophes, governmental acts or omissions, orders of health departments or other government officials, changes in laws or regulations, national strikes, fire, explosion, or other causes of damage to the Project site, or generalized lack of availability of raw materials or energy.

The Architect and its consultants shall not be required to perform any service that would require or may result in exposure of their employees to hazardous or unsafe conditions.

Remote meetings and remote site observation and inspection by camera, web camera, video camera, unmanned aerial vehicle, or similar platform is authorized for all purposes if reasonably necessary to avoid exposing such employees to unsafe conditions.

#### END OF TERMS AND CONDITIONS

Mark Foulks  
Fire Chief

# FIRE DEPARTMENT

Eric Newman  
Assistant Chief of EMS

Joseph Edwards  
Deputy Fire Chief

Brent Blamires  
Assistant Chief/Fire Marshal

Sharon Bachelier  
Administrative Assistant

Scott Lively  
Assistant Chief of Training



## City of Mt. Juliet

### Approval a Contract for Architectural Design Services for Station 1 Renovation

- 1) Who: Mt. Juliet Fire Department
- 2) What: Approval is needed to authorize the City Manager to sign a contract for architectural design services.
- 3) When: Immediately
- 4) Where: Mt. Juliet Fire Department
- 5) Why: Due to the amount of increased personnel in the fire department an addition and renovation are needed at Fire Station 1. This renovation will include the addition of an additional restroom with shower, three additional bedrooms, an office for the station Lieutenant, expansion of the dayroom space, renovation and expansion of the kitchen, and additional egress from the living quarters to the apparatus bays.
- 6) Costs: \$34,475.00
- 7) Line Item: 42200-939 – Other Improvements
- Staff Recommendation: Chief Mark Foulks and City Manager Kenny Martin have provided a positive recommendation
- Prepared by: Chief Mark Foulks



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0555  
15.B.

**Agenda Date:** 2/26/2024

**Agenda #:**

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**Title:**

**A RESOLUTION TO APPROVE THE ATTACHED CONTRACT WITH THE HALL GROUP FOR  
ARCHITECTURAL AND DESIGN SERVICES FOR THE NEW FIRE STATION 3**

## **RESOLUTION \_\_\_\_\_ - 2024**

### **A RESOLUTION TO APPROVE THE ATTACHED CONTRACT WITH THE HALL GROUP FOR ARCHITECTURAL AND DESIGN SERVICES FOR THE NEW FIRE STATION 3**

**WHEREAS**, the City of Mt. Juliet Fire Department has purchased land for a new Fire Station; and

**WHEREAS**, the Fire Department has selected The Hall Group for architectural and design services for the new building; and

**WHEREAS**, The Hall Group will prepare schematic designs, assist in the request for qualification for construction phase and assist the department with construction administration; and

**WHEREAS**, The Hall Group has submitted a proposed cost of \$161,000 which is included in the FY2024 budget; and

**WHEREAS**, the Board of Commissioners of the City of Mt. Juliet, Tennessee desire to approve the attached contract with The Hall Group.

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

**Section 1.** The Board of Commissioners approves the attached contract.

**Section 2.** The Board authorizes the Mayor to execute said contract with The Hall Group upon final approval of legal counsel.

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

**Section 4.** 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 at the earliest date allowed by law, the public welfare requiring it.

PASSED:

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James Maness, Mayor

ATTEST:

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Sheila S. Lockett, MMC  
City Recorder

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Kenny Martin, City Manager

APPROVED AS TO FORM

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L. Gino Marchetti, Jr.  
City Attorney



February 15, 2024

Chief Mark Foulks  
City Of Mt Juliet  
2425 N Mt Juliet Road  
Mt Juliet TN 37122

RE: Proposal for Design Services  
Fire Station #4  
4370 Old Lebanon Dirt Road  
Mt. Juliet, TN  
HGArch #23014

Mark

The Hall Group is pleased to offer you the following proposal to provide architectural and structural design services in addition to Owner Representation for the above referenced project. Our fee proposal is based on the following:

#### **SCOPE OF PROJECT**

The project will consist of a new full-service fire station with training center composed of roughly 15,000 SF. The program consists of common areas including day room with kitchen and associated storage, 12 sleeping rooms, training room, battalion chief's space, 4 drive thru bays with support spaces and a multifunctional training facility in addition to other support spaces. The project will be considered an essential facility and reviewed by the City of Mt Juliet planning commission and permit offices.

It is our understanding that the project will be conceptually designed by our office along with conceptual structural, mechanical, plumbing, and electrical narratives per the deliverables listed to a point where it is applicable to issue an RFQ to select design build entities. We will work with you to provide the selection documents for and facilitate the design building provider selection process. Upon selection of a DB entity, our team would like to continue to provide design services through the Construction Issue drawings phase depending on timing and workload. The DB entity will provide structural, mechanical, plumbing, electrical and fire protection engineering services to complement our design efforts. Should for some reason not be able to provide the architectural CD phase services, the DB entity will also provide the architect of record. In this case, we would transition into the role of Owner's Representative at this time.

The Hall Group is well experienced with the design build process and will take the lead on design coordination between the disciplines if the AOR. As such, our firm would traditionally continue to represent the City of Mt Juliet during construction as the Architect of Record providing typical AIA construction observation services. However, instead of trying to wear two hats at once, we will provide those services as part of the role of Owner's Representative. This will keep the contractual relationships clearer. The design and construction phases are broken down below.

## RESPONSIBILITIES OF THE HALL GROUP

The Hall Group will assume the following responsibilities:

### *Schematic Design Phase*

- Meet with you on site to review the existing conditions.
- The schematic documents will identify area allocations, conceptual organization of exterior and interior spaces, conceptual image and building massing, usage of feature interior and exterior materials. Selection of structural system and a general understanding of mechanical, plumbing and electrical systems will be in narrative form but no engineering will be performed at this phase.

### *DB Request for Proposal Phase*

- The Hall Group will create and facilitate the process of inviting, reviewing, assisting you in interviewing, and selecting a design build team. We will ask for their fee, general conditions, schedule, key project staff and identification of MPE & FP engineers. Another architect may be brought on board at this time for the construction documents phase. The basis for procurement will be “cost of construction with a guaranteed maximum”.

### *Construction Document Phase*

- Provide the following architectural drawings:
  - General Notes and Information
  - Life Safety Plans
  - Floor plans
  - Reflected Ceiling Plans
  - FF&E plans
  - Wall Sections and Details
  - Finish Schedule
  - Interior Elevations
  - Door Schedule and Details
  - Window Elevations
- Provide structural slab, wall & roof framing system designs and details along with a construction quality control and special inspections plan.
- Coordinate the following design build services of the new MPE&FP systems related to the following:
  - HVAC Systems
  - Potable Water & Wastewater System
  - Exit and Egress Lighting System
  - Electrical Power Distribution
  - Solar integration
  - Gas Distribution (for HVAC, kitchen and plumbing equipment)
  - Fire Protection System intent
- Prepare construction drawings and specifications for use in permit acquisition and construction.

### *Construction Phase Services*

- The architect’s responsibilities for observing construction and determining if the contractor is supporting the design intent fall into six categories: construction observation, document clarification, submittal review, payments to the contractor, certification of completion, and

project closeout. We are rolling these services into the Owner's Representative role and this will not be a separate service

#### *Owner's Representative*

- As your Owner's Representative, it ensures our office can work for the best interest of you the owner and intervene and advocate for your goals for the project vs working for the GC.
- An Owner's Representative, we will assist with managing interactions with other government agencies, utility companies, lawyers, engineers, AV/IT companies, design-build contractors, furnishings and equipment, occupants, etc for the benefit of the owner and project.

#### **RESPONSIBILITIES OF THE CLIENT**

The following items will be the responsibility of the City of Mt Juliet:

- Work with the architect to establish accurate programming and project needs.
- Provide civil engineering schematic design services.
- Provide geotechnical engineering.
- Provide site as-built survey services.
- Be available to attend meetings when recommended to do so.
- Provide equipment list and other related information relevant to our design.
- Review the drawings for compliance with the overall design intent and issue written comments to The Hall Group prior to the completion of the design.

#### **RESPONSIBILITIES OF THE DESIGN BUILD ENTITY**

The following items will be the responsibility of the yet to be selected owner's DB entity:

- Provide civil and landscape design services.
- Provide cost estimating services.
- Search for and facilitate potential grants.
- Provide mechanical, plumbing, electrical, and fire protection engineering services.
- Provide the staff, subcontractors, and financial aspects necessary to construct the project.
- Ensure the owner's budget and schedule are the project's priority.

#### **EXPANDED SERVICES**

The following items will be considered expanded services to this scope of work, which we will perform if desired, but they are not included in this proposal:

- Significant changes in scope after beginning the Construction Documents Phase
- Any change in scope after completion of the Contract Documents
- As built or Record drawings
- Commissioning Services
- LEED Facilitation / Documentation

#### **PROPOSED FEE**

Our proposed fees for the above phases of work is based on the State of Tennessee Basic Services Fee Formula *35/logP-1.15*. As it applies to this project, 15,000 SF at an estimated cost of \$550/SF is a total estimated cost of \$8.25M. With the sliding scale formula applied, the overall design fee would be roughly 4% or \$330,000.



With a heavy design effort on the front end (SD), this fee is traditionally broken down as 30% SD, 55% CD and 15% CA. We are using these numbers as follows:

Schematic Design Phase	\$99,000
DB Requests for Proposals	\$12,500 (not part of a basic services fee)
Construction Documents Phase	\$181,500
Construction Administration Phase	\$49,500 (50% roll into OR fee/balance to EORs)

Owner Representative (OR) Should we retain the AOR position, we would take over OR role at the acquisition of a building permit. The fee would be half the CA phase fee plus an allowance of an additional 24hrs(3 days) / month (\$6,000) for representative duties. Any additional hours would be on an hourly basis based on the attached rate schedule. Should our firm not be the AOR during the CD phase, to take on the OR role at DB handoff, we will charge an additional 10% of the CD design fee which is \$18,150. In turn, the efficiency of the construction schedule and operational organization will dictate the overall fee.

Fees do not include reimbursable expenses (see below). We will invoice at based on percentage of our work completed per phase.

#### REIMBURSABLE EXPENSES

- We will bill you for our direct reimbursable expenses related to this project
- Reimbursable Expenses are subject to annual review and adjustment. The specified expenses include all administrative factors.
- Reimbursable expense rates in effect on the date of this agreement are:

Mileage (auto)	\$0.67/mile
Courier Service, Out of House Printing, etc	Cost + 15%

#### CLARIFICATIONS

- We assume the current electrical, water, sewer and gas services being provided to the site will be sufficient for the project needs.
- The Hall Group's Standard Terms and Conditions will apply to this agreement, (unless otherwise modified by another written agreement). See Attachment "A".
- We will not undertake any additional services without your authorization. Our standard hourly rates in connection with this project are listed below:

Principal	\$ 250.00/hour
Senior Engineer	\$ 265.00/hour
Architect/Engineer	\$ 195.00/hour
Designer	\$ 150.00/hour
CAD Technician	\$ 95.00/hour
Administrative	\$ 75.00/hour

Mark, we have thoroughly enjoyed working with you to date and appreciate the opportunity to offer you this proposal. Please call me if you have any questions or comments. We look forward to continuing to build a long relationship with you and the City of Mt Juliet.

This proposal is contingent on the execution of a written contract agreement between The Hall Group, LLC and The City of Mt. Juliet or its assignee. An authorized signature below indicates that the signee agrees to the terms of this proposal, and that this document shall serve as the entire agreement. Should we need to break these services up into separate agreements, please advise.

Sincerely,



Jeff W. Hall, AIA  
LEED AP BD+C

Acceptance by:

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Signature(s)

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Printed Name and Title

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Client Address (if different that delivery above)



## **2024 STANDARD TERMS AND CONDITIONS (ATTACHMENT “A”)**

### **ACCESS TO THE SITE/ JOBSITE SAFETY**

Unless otherwise stated The Hall Group, LLC (“HGA”) will have access to the site for activities necessary for the performance of the services. The Client understands that HGA is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or jobsite safety, and will not be responsible for any losses or injuries that occur at the Project site.

### **INDEMNIFICATIONS**

Should HGA become involved in third party litigation as a result of its performance of work for the Client under this agreement, the Client agrees to defend and hold harmless and pay all attorney’s fees for such litigation. If any claim is brought against either the Client or Consultant by any third party, relating to the negligence of the Client or Consultant, each party shall indemnify the other against any loss or judgment, including attorney’s fees and cost, to the extent that such loss or expense is caused by the party’s negligence.

### **INSURANCE**

HGA shall secure and endeavor to maintain such insurance as will protect the Client from claims of negligence, bodily injury, death, or property damage which may arise out of the performance of HGA under this agreement.

### **RISK ALLOCATION**

In recognition of the relative risks, rewards, and benefits to both the Client and HGA, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, HGA’s total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses from matters arising out of HGA’s negligence shall not exceed the greater of our fee for design services, or \$15,000, unless otherwise modified in a written agreement, contract, or proposal letter. If there is a discrepancy between these terms and conditions, and the written agreement, the written agreement / contract / proposal letter terms shall take precedence.

### **TERMINATION OF SERVICES**

This agreement may be terminated by the Client or HGA upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of HGA, the Client will compensate HGA for services performed prior to termination, together with Reimbursable Expenses due.

### **REIMBURSABLE EXPENSES**

Reimbursable Expenses are in addition to compensation for Basic Services, and include, but are not limited to, expense of transportation in connection with the project; expenses in connection with authorized out-of-town travel and doing business in the project location; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the project; expenses of reproduction of drawings, and specifications, and other documents; expenses for postage, and handling of drawings. These reimbursable expenses shall be billed as a multiple of 1.15 times the cost incurred by HGA, unless specified otherwise in the written agreement.

### **DISPUTES RESOLUTION**

All claims, counterclaims, disputes, and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to a non-binding mediation, subject to the parties agreeing to a mediator.

### **OWNERSHIP OF DOCUMENTS**

All documents produced by HGA under this agreement are instruments of service and as such shall remain the property of HGA and may not be used by the Client or any person or endeavor without written consent of HGA.

## APPLICABLE BY LAW

Unless otherwise provided, this agreement shall be governed by the laws of the State of Tennessee.

## BILLINGS AND PAYMENTS

Invoices for services shall be submitted, at HGA's option, either upon completion of such services or on a monthly basis, unless otherwise stated. Invoices are due when rendered and shall be considered past due if not paid within Thirty (30) days after issue date. If the invoice is not paid within thirty (30) days, HGA may, without waiving claim or right against Client, and without liability whatsoever to Client, terminate the performance of services. Retainers or initial payments shall be credited on final invoice.

## LATE PAYMENTS

Unpaid invoices will be subject to a monthly charge of 1.5% of the then unpaid balance (18.0% true annual rate), at the sole discretion of HGA. In the event the account or any portion thereof remains unpaid sixty (60) days after billing, the Client shall pay all cost of collection incurred by HGA, including reasonable attorney's fees.

## OPINIONS OF CONSTRUCTION COST

Any opinion of probable construction cost prepared by HGA represents our judgment as design professionals and is supplied for general guidance of the Client. Since HGA has no control over the construction market, HGA does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to Client.

## EXISTING AND HIDDEN CONDITIONS

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If HGA has reason to believe that such a condition may exist HGA will notify the Client who shall authorize and pay for all cost associated with the investigation of such a condition and, if necessary, all cost necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification., or (2) HGA has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and HGA shall not be held responsible for the existing condition nor any resulting damages to persons or property. Further, HGA will not be required to execute any document that would result in certifying, guaranteeing, or warranting the existence of conditions whose existence HGA cannot ascertain.

## DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

It is understood and agreed that if HGA's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, then such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against HGA that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold HGA harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities, and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of HGA.

If the Client request in writing that HGA provide any specific construction phase services and if HGA agrees in writing to provide such services, then they shall be compensated for as Additional Services as provided in this agreement.

## FORCE MAJEURE

Neither Party shall be liable to the other for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural disasters and catastrophes, governmental acts or omissions, orders of health departments or other government officials, changes in laws or regulations, national strikes, fire, explosion, or other causes of damage to the Project site, or generalized lack of availability of raw materials or energy.

The Architect and its consultants shall not be required to perform any service that would require or may result in exposure of their employees to hazardous or unsafe conditions.

Remote meetings and remote site observation and inspection by camera, web camera, video camera, unmanned aerial vehicle, or similar platform is authorized for all purposes if reasonably necessary to avoid exposing such employees to unsafe conditions.

## END OF TERMS AND CONDITIONS

Mark Foulks  
Fire Chief

# FIRE DEPARTMENT

Eric Newman  
Assistant Chief of EMS

Joseph Edwards  
Deputy Fire Chief

Brent Blamires  
Assistant Chief/Fire Marshal

Sharon Bachelier  
Administrative Assistant



Scott Lively  
Assistant Chief of Training

## City of Mt. Juliet

### Approval a Contract for Architectural Design Services for New Station 3 Construction

- 1) Who: Mt. Juliet Fire Department
  - 2) What: Approval is needed to authorize the City Manager to sign a contract for architectural design services.
  - 3) When: Immediately
  - 4) Where: Mt. Juliet Fire Department
  - 5) Why: In January, the city purchased property on which to construct the new Station 3 located at 4370 Old Lebanon Dirt Road. This project will be a design build project. This agreement consists of schematic design phase, requests for qualifications phase, and the construction administration phase. Funding has been approved in a previous budget amendment that funded the purchase of the property.
  - 6) Costs: \$161,000.00
  - 7) Line Item: 42200-268 - Engineering
- Staff Recommendation: Chief Mark Foulks and City Manager Kenny Martin have provided a positive recommendation
- Prepared by: Chief Mark Foulks



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0558  
15.C.

**Agenda Date:** 2/26/2024

**Agenda #:**

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**Title:**

**A RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING (MOU) WITH  
VOLUNTEER BEHAVIORAL HEALTH (VBH) AND TO AUTHORIZE THE CITY MANAGER TO  
SIGN**

## Memorandum of Understanding (MOU)

Between:

Volunteer Behavioral Health (VBH)  
1504 Williams Drive  
Murfreesboro, TN 37129

And:

Mt Juliet Police Department (MJPD)  
1019 Charlie Daniels Pkwy  
Mt. Juliet, TN 37122

### **Provision of an Unmarked Take-Home Vehicle for the Volunteer Behavioral Health Co-Responder Embedded with Mt Juliet Police Department**

This Memorandum of Understanding (MOU) is entered into on [Date], by and between Volunteer Behavioral Health (VBH) and the Mt Juliet Police Department (MJPD), collectively referred to as the "Parties."

#### **Background:**

VBH provides behavioral health services to individuals in the Mt. Juliet community through its co-responder program. As part of this program, a VBH co-responder employee is embedded with MJPD to support individuals in crisis and improve community safety.

#### **Purpose:**

This MOU outlines the agreement between VBH and MJPD to provide an unmarked take-home vehicle to the VBH co-responder employee during their role as a co-responder with MJPD. The provision of this vehicle aims to enhance the safety of the co-responder by preventing clients or their families from recognizing their personal vehicle, as well as to prevent wear and tear on their personal vehicle.

#### **Terms and Conditions:**

##### **1. Vehicle Provision:**

- 1.1. MJPD agrees to provide a designated unmarked take-home vehicle to the VBH co-responder for their use while performing co-responder duties.
- 1.2. The vehicle provided shall be in good working condition and compliant with all applicable laws and regulations.
- 1.3. The VBH co-responder shall have access to the vehicle during their scheduled work hours and while on call.

##### **2. Vehicle Expenses:**

2.1. MJPD will bear all expenses associated with the take-home vehicle, including insurance, fuel, and maintenance.

2.2. VBH shall not be responsible for any costs related to the vehicle's operation, maintenance, or insurance.

2.3. VBH shall be responsible for costs and/or damages arising from or related to VBH and/or VBH co-responder employee's negligence or willful misconduct.

### **3. Liability and Insurance:**

3.1. MJPD shall maintain appropriate insurance coverage for the take-home vehicle, including liability coverage, as required by law.

3.2. MJPD shall not be responsible for any workman's compensation expenses that may arise due to injuries sustained by the VBH co-responder during the course of their co-responder duties.

3.3. VBH shall defend, indemnify and hold harmless MJPD, its officers, agents, boards, commissions and employees from any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of VBH, its officers, employees, and/or agents, including its sub or independent contractors, in connection with this MOU.

### **4. Duration:**

4.1. This MOU shall remain in effect for a period of [Duration] from the date of execution.

4.2. Either party may terminate this agreement with written notice to the other party, provided that the termination shall not affect the responsibility for any ongoing claims or expenses related to the take-home vehicle.

This Memorandum of Understanding represents the understanding and agreement between Volunteer Behavioral Health and the Mt Juliet Police Department regarding the provision of an unmarked take-home vehicle for the VBH co-responder embedded with MJPD. Both parties agree to comply with the terms and conditions outlined herein.

**[SIGNATURE PAGE TO FOLLOW]**



IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this MOU which shall become effective as of the Effective Date stated herein.

**Volunteer Behavioral Health Care System**

*Phyllis Persinger*

\_\_\_\_\_  
**Signature**

*Phyllis Persinger*

\_\_\_\_\_  
**Printed Name**

*President/CEO*

\_\_\_\_\_  
**Title**

*2/1/2024*

\_\_\_\_\_  
**Date**

**Mt Juliet Police Department**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

## RESOLUTION - 2024

### A RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING (MOU) WITH VOLUNTEER BEHAVIORAL HEALTH (VBH) AND TO AUTHORIZE THE CITY MANAGER TO SIGN

**WHEREAS**, the City of Mt. Juliet Board of Commissioners desire to approve the Memorandum of Understanding (MOU) with Volunteer Behavioral Health (VBH); and

**WHEREAS**, VBH provides behavioral health service to individuals in the Mt. Juliet community through its co-responder program, which embeds a co-responder with the MJPd; and

**WHEREAS**, VBH co-responder provides return home visits to the individuals involved; and

**WHEREAS**, to keep the personal vehicle identity of the co-responder private from the individuals in crisis the City of Mt. Juliet agrees to provide a vehicle to be used by the VBH co-responder to attend calls with the MJPd and to make the follow-up visits; and

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

**Section 1.** The attached Memorandum of Understanding is approved to provide an unmarked vehicle to be used by the VBH co-responder and the City Manager is authorized to sign the MOU.

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

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

This Resolution shall take effect at the earliest date allowed by law, the public welfare requiring it.

**PASSED:**

\_\_\_\_\_  
James Maness, Mayor

**ATTEST:**

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kenneth Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr., Attorney



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0565  
15.D.

**Agenda Date:** 2/26/2024

**Agenda #:**

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**Title:**

**RESOLUTION TO APPROVE THE SETTLEMENT AGREEMENT AND  
RELEASE BETWEEN THE CITY OF MT. JULIET AND PLAINTIFFS  
CHIVANADA, DANIEL YARZAGARARY, WILLIAM LOFBACK, RIFFS  
HOSPITALITY, EILEEN MALTES AND MIKEY'S PIZZA, LLC TO SETTLE  
A LAWSUIT PENDING IN THE UNITED DISTRICT COURT FOR THE  
MIDDLE DISTRICT OF TENNESSEE,  
CHIVANADA ET. AL. V. CITY OF MT. JULIET, CASE No. 3:32-cv-1219  
AND A REPRESENTATIVE OF THE CITY OF MT. JULIET IS  
AUTHORIZED TO SIGN**

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is entered into by and among Defendant the City of Mt. Juliet, Tennessee (“Mt. Juliet”), and Plaintiffs Chivanada, Daniel Yarzagaray, William Lofback, Riffs Hospitality, Eileen Maltese, and Mikey’s Pizza, LLC (each individually a “Settling Party” and collectively the “Settling Parties”) as of the Effective Date, defined below:

### **I. RECITALS**

WHEREAS, Plaintiffs Chivanada, Daniel Yarzagaray, William Lofback, Riffs Hospitality, Eileen Maltese, and Mikey’s Pizza, LLC, have a lawsuit pending in the United States District Court for the Middle District of Tennessee, *Chivanada et al. v. City of Mt. Juliet, Tennessee*, Case No. 3:23-cv-1219 (“the Lawsuit”), in which Plaintiffs challenge the constitutionality of a provision of Mt. Juliet Ordinance 2023-31 that required mobile food vendors located outside of city limits to pay \$100 per day for a mobile food vendor permit (“Food Truck Permit Fee”);

WHEREAS, on January 8, 2024, Mt. Juliet’s Board of Commissioners repealed the \$100 per day fee for a mobile food vendor permit by adopting Ordinance 2024-05;

WHEREAS, Ordinance 2024-05 specifies that the provisions of the Ordinance will sunset on July 31, 2024;

WHEREAS, the City of Mt. Juliet, while denying any liability asserted in the Lawsuit, wishes to avoid the delay, expense, and uncertainty of litigation, and to reach an amicable resolution of any disputed matter, claim or controversy, known and unknown;

WHEREAS, Plaintiffs with the assistance of counsel, have reviewed and considered the relevant issues, concerns, and potential claims, have considered the delay, expense, and uncertainty of litigation, and desire to enter into this Agreement; and

WHEREAS, the Settling Parties have reached a settlement of any and all claims, counterclaims, demands, and / or causes of action that were asserted or could have been asserted in the Lawsuit relating to the Food Truck Permit Fee.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, undertakings, obligations, and commitments hereinafter set forth, and intending to be legally bound, the Settling Parties do hereby covenant and agree as follows:

### **II. TERMS AND CONDITIONS**

1. City of Mt. Juliet’s Agreement. In exchange for the consideration provided by Plaintiffs under this Agreement, Mt. Juliet agrees as follows:

Payment. Within fifteen (15) business days from the Effective Date or the date the Board of Commissioners approves the resolution proposing settlement (the “Resolution”), the City of Mt. Juliet will issue the following:

- a check in the amount of \$5,000 to Beacon Center of Tennessee, for which a Form 1099-MISC will issue; and

2. Plaintiffs' Agreement. In exchange for the consideration provided by the City of Mt. Juliet under this Agreement, the adequacy and sufficiency of which Plaintiffs hereby acknowledges, Plaintiffs authorize their counsel of record to file an agreed order of dismissal of all claims, without prejudice, against all defendants in the Lawsuit within three (3) business days of delivery of the funds outlined in Paragraph 1 of the Agreement to Plaintiffs' counsel.

3. Releasees Defined. The term "Releasees" shall mean each Settling Party and, as applicable, each Settling Party's heirs; executors; administrators; representatives; predecessors; successors; assigns; agents; attorneys; consultants; its past, present, and future contractors; directors; officers; employees, including for the City of Mt. Juliet, and affiliates.

4. Mutual Release of Liability. In exchange for the consideration provided under this Agreement, each Settling Party, for himself or itself and for his or its Releasees, does hereby fully, finally, and forever release and discharge all other Settling Parties and his or its Releasees of and from any and all claims, counterclaims, actions, causes or rights of action, suits, debts, sums of money, liabilities, losses, covenants, contracts, agreements, promises, assertions, allegations, contentions, controversies, and demands of any kind or nature whatsoever, whether at law or in equity, relating to any act, omission or other matter, cause, or thing whatsoever in any way arising out of, in connection with, or relating to the application of the Food Truck Permit Fee. Given that Ordinance 2024-05 sunsets on July 31, 2024, this agreement shall not preclude Plaintiffs from bringing suit to challenge food truck permit fees that Mt. Juliet may choose to enact at a future time, nor does it preclude Plaintiffs from bringing suit against other restrictions on their food truck operations.

5. Board of Commissioners Approval. Nothing in this Agreement shall become binding on any party unless and until the City of Mt. Juliet Board of Commissioners approves the resolution that will be filed with the Board of Commissioners in conjunction with this Agreement and the Resolution becomes effective. Upon Board of Commissioner's approval of the Agreement, and regardless of changes to the Board of Commissioner's composition, the Agreement shall remain binding upon the Parties.

6. Tax Treatment. Plaintiffs acknowledge that no oral or written representation of fact or opinion has been made to them by the City of Mt. Juliet, or their attorneys regarding the tax treatment or consequences of any payment made under this Agreement. It is expressly understood that to the extent any liability or responsibility exists for Plaintiffs' federal, state, and local income or other taxes, such liability or responsibility rests solely with them.

7. Medical / Property Liens. Plaintiffs represent that neither TennCare, Medicare, nor any other person or entity holds a subrogation interest related to their interest in the Lawsuit. Furthermore, Plaintiffs agree to indemnify and hold harmless the City of Mt. Juliet from any liability in connection with any such liens or subrogation interests.

8. Release of Attorney Liens. Plaintiffs represent that no attorney or other person or entity holds a lien related to their interest in the Lawsuit. Furthermore, Plaintiffs agree to indemnify and hold harmless the City of Mt. Juliet from any liability in connection with any such liens.

9. No Admission of Liability for Damages. The Settling Parties understand that payment of the consideration described above is not an express or implied admission of responsibility or liability on the part of the City of Mt. Juliet or any of its employees and that the City of Mt. Juliet specifically denies all such claims for damages against it. Such consideration is being paid solely in order to compromise disputed claims so that the parties may forever avoid the expense, uncertainty, and hazard of litigation.

10. Covenant Not to Sue. Each of the Settling Parties agrees never to file, institute, direct, or maintain against any of the other Settling Parties (or their respective Releasees as provided herein) any suit, charge, claim, proceeding or action in or before any court, administrative agency, arbitral panel, or other body or tribunal asserting, directly or indirectly, any claim that is released and compromised by this Agreement. Nothing in this paragraph will prevent any Settling Party from being able to enforce the terms of this Agreement, if needed.

11. Assignment or Transfer. Each of the Settling Parties represents and warrants that it has not assigned or transferred, or purported to assign or transfer, to any other person or entity, in whole or in part, voluntarily, involuntarily, or by operation of law, any right, claim, interest, and property released or transferred pursuant to this Agreement, or any portion thereof, and that it has sole, complete and entirely unencumbered right, title and interest in and to the rights, claims, interests, and property released or transferred under this Agreement.

12. Consultation of Legal Counsel. Each Settling Party acknowledges and represents that: (i) it has had an opportunity to receive independent legal and other advice in this matter from counsel and advisors of its own choosing and is entering into this Agreement freely and voluntarily, wholly upon its own judgment, belief and knowledge; and (ii) except as expressly set forth herein, it does not rely and has not relied upon any warranty, inducement, or promise by any other Settling Party, or any of other Settling Party's agents, directors, officers, employees, representatives, or attorneys, with respect to the subject matter, basis, or effect of this Agreement.

13. Severability. If any provision of this Agreement is ever declared unenforceable, void, invalid, or voidable, then the parties intend that the validity, legality, and enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired and that the remaining provisions of this Agreement shall remain valid and enforceable as written to the maximum extent permitted by law.

14. Effect of Settlement Agreement and Release. This Agreement shall be binding upon and inure to the benefit of the Settling Parties and their respective heirs, legal representatives, executors, administrators, predecessors, successors, transferees, and assigns.

15. Choice of Law. This Agreement shall be governed and construed under the laws of the State of Tennessee.

16. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same document.

17. Entire Agreement. This Agreement constitutes the entire agreement and understanding among the Settling Parties with respect to the subject matter hereof and fully supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, both written and oral, among the Settling Parties with respect to the subject matter covered hereunder.

18. Modification. Neither this Agreement, nor any term hereof, may be modified, canceled, amended, waived, or otherwise altered in any way, in whole or in part, except by way of a written agreement signed by the authorized representatives of the Settling Parties that specifically mentions this Agreement.

19. Waiver. No provision of, or breach or default under, this Agreement shall be deemed waived, in whole or in part, by the course of conduct of any Settling Party, and the failure of any Settling Party to insist upon strict adherence to any term of this Agreement shall not constitute a waiver of any right arising hereunder or deprive such Settling Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

20. No Presumption. This Agreement has been drafted and reviewed jointly by the Settling Parties and their respective counsel, and no presumption in construction or interpretation shall be applied for the benefit of, or against, any of the Settling Parties.

21. Effectuating the Settlement Agreement and Release. The Settling Parties agree to execute all documents and to take all actions that may be necessary or appropriate to effectuate this Agreement.

22. Costs. Except as otherwise expressly set forth herein, the Settling Parties shall each bear their own costs and expenses, including attorney and other advisor fees, with respect to matters relating to the subject matter of this Agreement, including without limitation the preparation, execution, and implementation of this Agreement.

23. Recovery of Litigation Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Settling Party or Settling Parties are entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, as well as any other relief to which it or they may be entitled.

24. Authority. Each Settling Party represents and warrants that it has the power and authority to enter into this Agreement and to perform the obligations under this Agreement, and the Settling Parties represent that they have not assigned to any other person or entity nor pledged, encumbered, or granted any form of security interest in or to any of the claims, rights, actions, causes of action, or interests that are released and/or dismissed under this Agreement. In addition, any person signing this Agreement in a representative capacity for a Settling Party represents and warrants that he or she has authority and capacity to sign on behalf of such Settling Party and to make the covenants and promises set forth in this Agreement to bind such Settling Party.

25. Effective Date. This Agreement shall become effective upon the execution of this agreement by all of the Settling Parties.

IN WITNESS WHEREOF, the Settling Parties have executed this Agreement as of the date indicated above.

[signature pages to follow]



PLAINTIFFS

\_\_\_\_\_  
Daniel Yarzagaray  
on behalf of himself and Chivanada

Dated: \_\_\_\_\_

\_\_\_\_\_  
William Lofback  
on behalf of himself and Riffs Hospitality

Dated: \_\_\_\_\_

\_\_\_\_\_  
Eileen Maltese  
on behalf of herself and Mikey's Pizza, LLC

Dated: \_\_\_\_\_

DEFENDANT CITY OF MT. JULIET, TENNESSEE

\_\_\_\_\_  
Gino Marchetti  
City Attorney  
*Legal Representative for Mt. Juliet*

Dated: \_\_\_\_\_

## **RESOLUTION - 2024**

### **A RESOLUTION TO APPROVE THE SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE CITY OF MT. JULIET AND PLAINTIFFS CHIVANADA, DANIEL YARZAGARARY, WILLIAM LOFBACK, RIFFS HOSPITALITY, EILEEN MALTES AND MIKEY'S PIZZA, LLC TO SETTLE A LAWSUIT PENDING IN THE UNITED DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSE, CHIVANADA ET. AL. V. CITY OF MT. JULIET, CASE No. 3:32-cv-1219 AND A REPRESENTATIVE OF THE CITY OF MT. JULIET IS AUTHORIZED TO SIGN**

**WHEREAS**, the City of Mt. Juliet Board of Commissioners approves the Settlement Agreement and Release in regards to the Food Truck Permit fee of \$100 per day for vendors located outside the city limits ; and

**WHEREAS**, on January 8, 2024, Ordinance 2024-05 the \$100 per day fee was removed for mobile food vendors not paying sales tax to the City of Mt. Juliet; and

**WHEREAS**, the City of Mt. Juliet agrees under the "Terms and Conditions" of the attached agreement and release to pay \$5,000.00 to Beacon Center of TN within fifteen (15) business days of approving this resolution and will issue a 1099.

### **NOW THEREFORE BE IT RESOLVED BY THE CITY OF MT. JULIET BOARD OF COMMISSIONERS, WILSON COUNTY TENNESSEE AS FOLLOWS:**

**Section 1.** The attached Settlement Agreement and Release is approved and a check in the amount \$5,000.00 will be issued to the Beacon Center of Tennessee within fifteen (15) business days of approval of said Resolution and a 1099 will be issued. A Representative for the City of Mt. Juliet is authorized to sign.

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

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

This Resolution shall take effect at the earliest date allowed by law, the public welfare requiring it.

**PASSED:**

**ATTEST:**

\_\_\_\_\_  
James Maness, Mayor

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kenneth Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr., Attorney