



CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
BOMA MEETING PACKET
SEPTEMBER 18, 2023
6:00 PM

Board of Mayor and Aldermen:

Jim Hagaman, Mayor
William Pomeroy, Vice Mayor
Matt Fitterer
Kevin Gavigan
Brent Murray
John Canepari
Vincent Fuqua
Trent Linville
Jason Cox

City of Spring Hill
P.O. Box 789
Spring Hill, TN 37174

Phone 931.486.2252
Fax 931.486.0516
www.springhilltn.org

**CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
BOMA MEETING AGENDA
SEPTEMBER 18, 2023
6:00 PM**

Call Regular Meeting to order

Stipulation of members present

Citizen comments on Public Hearing Items

Pledge of Allegiance

Invocation, Keith Buddemeyer, Care & Missions Minister, WellSpring Christian Church

Approval of the Agenda

Mayor's Comments

City Administrator/Department Head Comments

Citizen Comments

PUBLIC HEARING (None)

VOTING AGENDA

CONSENT ITEMS

1. Financial Reports

2. BOMA Minutes

Attachment: [BOMA Minutes 07-17-2023.pdf](#)

Attachment: [BOMA Minutes 08-21-2023.pdf](#)

Attachment: [BOMA Minutes 09-05-2023.pdf](#)

3. Department Reports

Attachment: [BOMA Human Resources Report - August 2023.pdf](#)

Attachment: [FIRE August 2023 EOM Report.pdf](#)

Attachment: [Liability - August 2023.pdf](#)

Attachment: [Property Claims- August 2023.pdf](#)

Attachment: [Worker s Compensation - August 2023.pdf](#)

Attachment: [Library Monthly Activity Report July 2023.pdf](#)

Attachment: [Utility Department Staff Report -August 2023.pdf](#)

4. Committee/Commission Minutes and Reports

Attachment: [June 2023 approved minutes.pdf](#)

Attachment: [PC Regular Meeting Minutes 8-14-23.pdf](#)

Attachment: [BZA Meeting Minutes 7-10-23.pdf](#)

Attachment: [August 2023 Historic Commission Minutes.pdf](#)

Attachment: [July 2023 LBOT Minutes.pdf](#)

**5. Consider Resolution 23-178, affirming that Harvest Point has met the conditions of Ordinance 16-12, Item F.
Peter Hughes, Development Director**

Attachment: [Resolution 23-178.pdf](#)

Attachment: [Memo for Harvest Point TIS.pdf](#)

Attachment: [Revised BOMA Beechcroft Submittal.pdf](#)

Attachment: [Link: Ordinance 16-12](#)

**6. Consider Resolution 23-180, to authorize renewal of professional services agreement with Corradino Group for on-call
Traffic Engineering Services.**

Peter Hughes, Development Director; Tyler Scroggins, Public Works Director

Attachment: [Resolution 23-180 to approve renewal PSA with Corradino Group for on-call engineering traffic services.pdf](#)
Attachment: [Memo Professional Services Agreement with Corradino Group for on-call traffic Engineering svcs.pdf](#)
Attachment: [Corradino PSA On-call Traffic 091323.pdf](#)
Attachment: [TCG Contract Ext 090123.pdf](#)

7. Consider Resolution 23-181, to approve Paving Projects for fiscal year 2024.

Tyler Scroggins, Public Works Director

Attachment: [Resolution 23-181 to authorize streets repaving FY2024.pdf](#)
Attachment: [Paving Memo FY24.pdf](#)
Attachment: [2023 Road Condition.pdf](#)
Attachment: [Updated SHCS 2024 Pricing w Maps.pdf](#)

8. Consider Resolution 23-182, to authorize purchase of JCB Teleskid and JCB Backhoe for sewer collections.

Jessica Weaver, Utility Director

Attachment: [Resolution 23-182 to approve the Purchase of JCB Teleskid Backhoe through Sourcewell purchasing.pdf](#)
Attachment: [BOMA MEMO- JCB Teleskid Backhoe Sourcewell Budgeted FY 24.pdf](#)
Attachment: [020223-JCB - Price Information Sourcewell.pdf](#)
Attachment: [City of Spring Hill combined quote.pdf](#)
Attachment: [JCB Contract 020223 Sourcewell.pdf](#)

PREVIOUS BUSINESS (None)

NEW BUSINESS

1. Consider Resolution 23-165, authorizing the acceptance of offer of land dedication from Fitts Land Partners and John Rochford, to the City of Spring Hill to preserve historic tree line as a median within an improved Boulevard-road section of Mitchum Lane as shown on attached exhibits and request, and to confirm the developer's obligation for participation in the future roadwork for Tom Lunn Road.

Pam Caskie, City Administrator

Attachment: [Resolution 23-165 Mitchum Lane Dedication August 2023 Revised.c.8-24-2023.pdf](#)
Attachment: [Resolution Exhibits.pdf](#)

2. Consider First Reading of Ordinance 23-15, to amend the City of Spring Hill Municipal Code by adding a new chapter 4, revising the City of Spring Hill's Personnel System.

Richard Stokes, HR Director

Attachment: [Ordinance 23-15 Revising Personnel System.pdf](#)
Attachment: [Memo for Adopting HR Policies by Resolution.pdf](#)
Attachment: [Adoption of HR policies Survey September 7 2023.pdf](#)
Attachment: [City Code Section.pdf](#)

3. Consider Resolution, 23-183, adopting an updated compensation plan for employees of the City of Spring Hill.

Richard Stokes, HR Director

Attachment: [Resolution 23-183 ClassComp2023 Update 91123.pdf](#)
Attachment: [Memo for Classification and Compensatin Modifications91123.pdf](#)
Attachment: [Authorized Position Strength updated 91123.pdf](#)

4. Consider Resolution 23-172, to authorize a Lease Agreement for the Development Services Department at Station Hill Office Building.

Peter Hughes, Development Director

Attachment: [Resolution 23-172 to approve lease agreement between CoSH and John Maher Builders for office space.pdf](#)
Attachment: [Station Hill office space lease memo.pdf](#)
Attachment: [2023.09.15 - John Maher Builders-City of Spring Hill - Draft.pdf](#)

5. Consider Resolution 23-184, to approve amendment for construction hours for Hensel Phelps for Spring Hill Police

Department Headquarters.

Missy Stahl, CIP Manager

Attachment: [Resolutions 23-184 To authorize extension of Construction Hours for Hensel Phelps.pdf](#)

Attachment: [Spring Hill Police HQ - HP Letter GL-002 - Request for Weekend Work - 09.11.2023.pdf](#)

6. Consider Resolution 23-185, declaring the intent of the City of Spring Hill to reimburse itself with proceeds of debt related to Water and Sewer Projects.

Dan Allen, Assistant City Administrator

Attachment: [Resolution 23-185 City to reimburse itself with bond proceeds for water and sewer projects.docx](#)

7. Consider Resolution 23-186, to approve additional funds for the LPRF TDEC Recreation Educational Services Grant.

Kayce Williams, Parks and Recreation Director

Attachment: [Resolution 23-186 To allocate additional funds for the LPRF TDEC Recreation Grant .pdf](#)

Attachment: [Staff Report Resolution 23-186 Additional Funds for LPRF Grant Staff Report.pdf](#)

Attachment: [Letter Agreement - Spring Hill LPRF Reduced 20230814.pdf](#)

8. Consider Resolution 23-187, to approve the purchase of two pickup trucks for the Fire Department.

Graig Temple, Fire Chief

Attachment: [Resolution 23-187 Chevrolet Trucks.pdf](#)

Attachment: [Resolution Memo - Chevrolet Trucks.pdf](#)

Attachment: [City of Spring Hill 2500 4wd Crew Cab Custom.pdf](#)

9. Consider Resolution 23-177, to request the Coordinating Committee to consider removal of Spring Hill's Northwest UGB from the Williamson County Growth Plan.

Pam Caskie, City Administrator

Attachment: [REsolution 23-177 UBG Changes.pdf](#)

10. Consider Resolution 23-179, to authorize the mayor to sign a letter to inform Worldwide Stages of the intent to end a lease agreement early.

Missy Stahl, CIP Manager; Peter Hughes, Development Director

Attachment: [Resolution 23-179 to authorize Mayor to sign letter to terminate lease with WWS.docx](#)

Attachment: [Staff Memo Early Termination of Lease WWS.doc](#)

WORK SESSION/DISCUSSION

1. Discussion-Buckner Lane Rezoning

Attachment: [RZN 1449-2023 2705 Buckner Rd Rezoning_VM.pdf](#)

Attachment: [Application.pdf](#)

Attachment: [Water and Sewer Capacity Study.pdf](#)

Attachment: [Vicinity Map.pdf](#)

Attachment: [Sign Email Photo.pdf](#)

Acknowledgements

Attachment: [BOMA AGENDA NOTES 09-18-2023 v2.pdf](#)

Adjourn

Agenda Notes

**CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
BOMA MEETING MINUTES
JULY 17, 2023
6:00 PM**

Mayor Hagaman called the Regular Meeting to order at 5:59 p.m.

Stipulation of members present

Jason Cox, Matt Fitterer, Kevin Gavigan, Vincent Fuqua, Mayor Hagaman, Trent Linville, Brent Murray, William Pomeroy, John Canepari.

Also present: Pam Caskie, City Administrator; Patrick Carter, City Attorney; Tony Tolsted, Assistant City Administrator; April Watson, Acting City Recorder; Deb Dutcher, Finance Director.

Pledge of Allegiance

Public Comments on Public Hearing Agenda Items - None.

Invocation, Eric Droke, Christ Chapel.

Approval of the Agenda

Mayor made a motion to approve the agenda, seconded by Alderman Murray.

Mayor's Comments

Mayor Hagaman recognized Tony Wallace and Doug Hargrove on their retirement.

Thank you for your years of dedicated service and all the best to you as you enjoy many years of retirement!

City Administrator/Department Head Comments

Pam -

We are having some development issues around the city. We've had trees clear cut at June Lake that were Not to be cut and this is going to cause water run off and a lot of problems. These developers need to understand that

they will follow our policies, period.

Kedron Square was given some road improvement responsibilities as well as South Star. The roadway plan didn't make sense. We've spoken to both companies and the city will take over the road from Saturn to Main Street with Kedron Square and South Star contributing their pro-rata share.

PUBLIC HEARING #1:

1. Resolution 23-139, to approve recommendation of Spring Hill Proposed Urban Growth Boundary of Williamson County.

Citizen Comments on Public Hearing #1

1. Loren King - speaking to the people in the audience, he lived on Buckner Rd. for 15 years and the city never bothered him. Doesn't understand why they are all here.
2. Judy Herbert - Black Creek Rd. College Grove. Has petition not to be in UGB. Respect those who do not want to be in the UGB.
3. Justin Lanning - Barker Rd - Thompsons Station
4. Scott Wilde -Barker Rd.
5. Jeff Harris - Barker Rd.- you have the right to say no to putting NW expansion into the UGB.
6. Jennifer Harris - Barker Rd.
7. Danny Lavey - Barker Rd.
8. Larry Wake - Barker Rd.
9. Jean Lanning - Barker Rd.

10. Kelly Lavey - Barker Rd.
11. James Lanning - Barker Rd. - Road and traffic risks.
12. James - Barker Rd. Watershed issues.
13. Nikki Lanning - Barker Rd.
14. Kayce Sweet - Barker Rd.
15. Jim Fleming - Barker Rd
16. Lori Bible - Burwood Place
17. Lynn Holiday - 137 acres of a working farm, for their two boys future someday.
18. John Lee Duplex Rd - East side
19. Jack Lee Duplex Rd - East side
20. John Hoffman - Duplex Rd - East side

PUBLIC HEARING #2:

2. Ordinance 23-07, (RZN 1351-2023, 945 Old Kedron Road) to approve rezoning of approximately 3.47 acres known as Maury County Tax Map 28, Parcel 004.00 from R-1 (Residential) to C-4 (Commercial).

Citizen Comments on Public Hearing #2

Citizen Comments

John Adams - Summer Meadows subdivision issues.

Adam Krunk - Hurt Road rezone.

Judy Miller - Summer Meadows very disappointed with the developer, Mr. Crye and Mr. Murphy.

VOTING AGENDA

CONSENT ITEMS

1. Financial Reports
2. BOMA Minutes
3. Department Reports
4. Committee Commission Minutes and Reports
5. Consider Resolution 23-117, to approve to call the maintenance and performance bonds for Bellagio Villas
6. Consider Resolution 23-118, to approve a Memorandum of Understanding with Willowvale Homeowners Association.
7. Consider Resolution 23-119, to approve blanket purchase orders for fiscal year 2023-2024.
8. Consider Resolution 23-120, to approve blanket purchase orders for essential vendors for Public Works Department for fiscal year 2023-2024,
9. Consider Resolution 23-121, to accept the grant award from the Transportation Alternative Program (TAP, TDOT) for the construction phase of the Peter Jenkins Greenway Connector.
10. Consider Resolution 23-122, to authorize the Mayor to sign a PSA for PD headquarters materials testing and inspection services
11. Consider Resolution 23-123, to authorize the donation of unused office furniture from the Administration Department to Goodwill Industries.

12. Consider Resolution 23-124, to approve a contract with Thomas & Hutton for Engineering Consultant Services for Bellagio Villas Repairs.

13. Consider Resolution 23-125, authorizing acceptance of Offer of Dedication of Road Rights-of-Way and Public Improvements shown on the existing plat for Hardins Landing Phase 3A.

14. Consider Resolution 23-126, authorizing acceptance of Offer of Dedication of Road Rights-of-Way and Public Improvements shown on the existing plat for Hampton Springs Section 3, Phase 2.

15. Consider Resolution 23-127, to authorize the mayor to sign a sanitary sewer easement agreement with the City of Spring Hill, Buckner Lane Partners LLC and Propst Realty Nashville LLC.

16. Consider Resolution 23-128, to authorize the mayor to sign a sanitary sewer easement agreement with the City of Spring Hill and Propst Realty Nashville LLC.

17. Consider Resolution 23-140, to authorize the purchase of a Foxhound Narcotic Detector for the Police Department.

Approval of Consent Agenda

Alderman Linville noted a typo to be corrected in last months minutes on page 4. under the Roll Call to the 12th amendment to Ordinance 23-109 carried 5/1/1.

Vice Mayor Pomeroy made a motion to approve, Seconded by Alderman Murray.

Approved 9/0.

PREVIOUS BUSINESS

1. Consider Second and Final Reading of Ordinance 23-07, (RZN 1351-2023, 945 Old Kedron Road) to approve rezoning of approximately 3.47 acres known as Maury County Tax Map 28, Parcel 004.00 from R-1 (Residential) to C-4 (Commercial).

Vice Mayor Pomeroy made a motion to approve, seconded by Alderman Murray.

Roll call to approve Second and Final Reading of Ordinance 23-07: Jason Cox, aye; Matt Fitterer, aye; Kevin Gavigan, aye; Vincent Fuqua, aye; Mayor, aye; Trent Linville, aye; Brent Murray, aye; William Pomeroy, aye; John Canepari, aye.

Motion carried, 9/0.

NEW BUSINESS

1. Consider Resolution 23-129, to approve a commitment of Surface Transportation Program (STP) funds to the contract for U.S. 31 widening with Tennessee Department of Transportation.

Vice Mayor Pomeroy made a motion to approve, seconded by Alderman Murray.

Roll call to approve Resolution 23-129: Jason Cox, aye; Matt Fitterer, aye; Kevin Gavigan, aye; Vincent Fuqua, aye; Mayor, aye; Trent Linville, aye; Brent Murray, aye; William Pomeroy, aye; John Canepari, aye.

Motion carried, 9/0.

2. Consider Resolution 23-130, to appoint two members to the Library Board of Trustees of the City of Spring Hill.

Vice Mayor Pomeroy made a motion to approve, seconded by Alderman Murray.

Alderman Fitterer made a motion to amend to add the names David Gibbs and Susan Bruey, Seconded by Alderman Linville.

Alderman Fitterer and Alderman Linville both withdrew their motions.

A. Lovell: Jason Cox, no; Matt Fitterer, no; Kevin Gavigan, no; Vincent Fuqua, no; Mayor, yes; Trent Linville, no; Brent Murray, no; William Pomeroy, yes; John Canepari, No.

Tally, 2/7.

A. Morris: Jason Cox, no; Matt Fitterer, no; Kevin Gavigan, yes; Vincent Fuqua, no; Mayor, yes; Trent Linville, no; Brent Murray, no; William Pomeroy, no; John Canepari, yes.

Tally, 3/6

S. Bruey: Jason Cox, yes; Matt Fitterer, yes; Kevin Gavigan, no; Vincent Fuqua, yes; Mayor, yes; Trent Linville, yes; Brent Murray, yes; William Pomeroy, yes; John Canepari, yes.

Tally, 8/1.

B. Burgess: Jason Cox, no; Matt Fitterer, no; Kevin Gavigan, no; Vincent Fuqua, yes; Mayor, no; Trent Linville, no; Brent Murray, no; William Pomeroy, no; John Canepari, No.

Tally, 1/8.

Gibb: Jason Cox, yes; Matt Fitterer, yes; Kevin Gavigan, yes; Vincent Fuqua, yes; Mayor, yes; Trent Linville, yes; Brent Murray, yes; William Pomeroy, no; John Canepari, yes.

Tally, 8/1.

Mayor Hagaman made a motion to amend to enter the names of Susan Bruey and Mr. Gibb, seconded by Alderman Linville.

Roll call to amend Resolution 23-130: Jason Cox, aye; Matt Fitterer, aye; Kevin Gavigan, aye; Vincent Fuqua, aye; Mayor, aye; Trent Linville, aye; Brent Murray, aye; William Pomeroy, aye; John Canepari, aye.

Motion carried, 9/0.

Roll call to approve Resolution 23-130 as amended : Jason Cox, aye; Matt Fitterer, aye; Kevin Gavigan, aye; Vincent Fuqua, aye; Mayor, aye; Trent Linville, aye; Brent Murray, aye; William Pomeroy, aye; John Canepari, aye.

Motion carried, 9/0.

3. Consider Resolution 23-131, to retain consultant for Water and Sewer Utility Assistance

Vice Mayor Pomeroy made a motion to approve, seconded by Alderman Murray.

Discussion.

Roll call to approve Resolution 23-131: Jason Cox, aye; Matt Fitterer, aye; Kevin Gavigan, aye; Vincent Fuqua, aye; Mayor, nay; Trent Linville, aye; Brent Murray, aye; William Pomeroy, aye; John Canepari, aye.

Motion carried, 8/1.

4. Consider Resolution 23-132, to authorize the City of Spring Hill to Apply for the TDEC ARP Competitive Grant Program

Vice Mayor Pomeroy made a motion to approve, seconded by Alderman Murray.

Roll call to approve Resolution 23-132: Jason Cox, aye; Matt Fitterer, aye; Kevin Gavigan, aye; Vincent Fuqua, aye; Mayor, aye; Trent Linville, aye; Brent Murray, aye; William Pomeroy, aye; John Canepari, aye.

Motion carried, 9/0.

5. Consider Resolution 23-133, to authorize modifications to the standard specifications for water additions - project manual

Vice Mayor Pomeroy made a motion to approve, seconded by Alderman Murray.

Chief Temple explained what this project is about.

Roll call to approve Resolution 23-133: Jason Cox, aye; Matt Fitterer, aye; Kevin Gavigan, aye; Vincent Fuqua, aye; Mayor, aye; Trent Linville, aye; Brent Murray, aye; William Pomeroy, aye; John Canepari, aye.

Motion carried, 9/0.

6. Consider Resolution 23-135, to authorize the Mayor to sign a contract for Right -of-Ways purchases on L1C1 from the Tennessee Department of Transportation for the I-65 Interchange Project

Vice Mayor Pomeroy made a motion to approve, seconded by Alderman Murray.

Roll call to approve Resolution 23-135: Jason Cox, aye; Matt Fitterer, aye; Kevin Gavigan, aye; Vincent Fuqua, aye; Mayor, aye; Trent Linville, aye; Brent Murray, aye; William Pomeroy, aye; John Canepari, aye.

Motion carried, 9/0.

7. Consider Resolution 23-136, to authorize the Mayor to sign a contract for Rights-of-Way purchases on L1C 2 from the Tennessee Department of Transportation for the I-65 Interchange Project

Vice Mayor Pomeroy made a motion to approve, seconded by Alderman Murray.

Roll call to approve Resolution 23-136: Jason Cox, aye; Matt Fitterer, aye; Kevin Gavigan, aye; Vincent Fuqua, aye; Mayor, aye; Trent Linville, aye; Brent Murray, aye; William Pomeroy, aye; John Canepari, aye.

Motion carried, 9/0.

8. Consider Resolution 23-137, to approve 20 sets of structural fire turnout gear.

Vice Mayor Pomeroy made a motion to approve, seconded by Alderman Murray.

Roll call to approve Resolution 23-137: Jason Cox, aye; Matt Fitterer, aye; Kevin Gavigan, aye; Vincent Fuqua, aye; Mayor, aye; Trent Linville, aye; Brent Murray, aye; William Pomeroy, aye; John Canepari, aye.

Motion carried, 9/0.

9. Consider Resolution 23-138, to approve Williamson County schools extension of work hours Amanda North Elementary

Vice Mayor Pomeroy made a motion to approve, seconded by Alderman Murray.

Pete Hughes explained the reason for the request for extension work hours.

Roll call to approve Resolution 23-138: Jason Cox, aye; Matt Fitterer, aye; Kevin Gavigan, aye; Vincent Fuqua, abstain; Mayor, aye; Trent Linville, aye; Brent Murray, aye; William Pomeroy, aye; John Canepari, aye.

Motion carried, 8/0/1.

10. Consider Resolution 23-139, to approve recommendation of Spring Hill Proposed Urban Growth Boundary of Williamson County.

Vice Mayor Pomeroy made a motion to approve, seconded by Alderman Murray.

Pam discussed.

Discussion.

Alderman Canepari made a motion to amend to revise Exhibit A to remove the northern section of UGB, seconded by Alderman Murray.

Mayor stated he will not support the amendment.

Alderman Canepari described as East of Carter Creek, South of Barber Road and Sugar Ridge Road.

Roll call to amend Resolution 23-139: Jason Cox, nay; Matt Fitterer, nay; Kevin Gavigan, nay; Vincent Fuqua, nay; Mayor, nay; Trent Linville, nay; Brent Murray, nay; William Pomeroy, nay; John Canepari, aye.

Motion failed, 1/8.

Alderman Canepari made a motion to defer for two weeks, seconded by Alderman Murray.

Pam asked for clarification on direction.

Roll call to defer Resolution 23-139: Jason Cox, yes; Matt Fitterer, aye; Kevin Gavigan, aye; Vincent Fuqua, yes; Mayor, aye; Trent Linville, aye; Brent Murray, yes; William Pomeroy, aye; John Canepari, yes.

Motion failed, 4/5.

Roll call to approve Resolution 23-139: Jason Cox, aye; Matt Fitterer, aye; Kevin Gavigan, nay; Vincent Fuqua, aye; Mayor, nay; Trent Linville, aye; Brent Murray, nay; William Pomeroy, aye; John Canepari, nay.

Motion carried, 5/4.

11. Consider Resolution 23-141, to approve the purchase of Firefighting Hose.

Vice Mayor Pomeroy made a motion to approve, seconded by Alderman Murray.

Roll call to approve Resolution 23-141: Jason Cox, aye; Matt Fitterer, aye; Kevin Gavigan, aye; Vincent Fuqua, aye; Mayor, aye; Trent Linville, aye; Brent Murray, aye; William Pomeroy, aye; John Canepari, aye.

Motion carried, 9/0.

WORK SESSION/DISCUSSION

1. Discussion-\$200 Speeding Tickets

Pam explained a recent amendment to TCA that may set speeding tickets to \$200 in a residential area.

Discussion.

All agreed with the \$200 ticket.

Alderman Gavigan discussed fines for developers/construction fines.

Pam discussed new enforcement measures in place to witness non-compliance construction and issuance of fines. This is helping and the word is getting out.

2. Discussion-Stormwater Update

Cory Hall provided update and was available to answer questions.

Alderman Fitterer asked that we hold a public meeting or make sure to communicate the impact to the public information about the changes.

Winston Walters, Pete and Communications Dept. will work together.

3. Discussion-Summer Meadows Update

Let's call the bond in order to get all the items completed that need to be done.

4. Discussion-Fire District subscription for un-annexed properties

Chief Temple discussed areas within the city that are not annexed into the city. Since these spots are not annexed SHFD is not called if there's a fire, Maury or Williamson is called and it takes a lot longer for their equipment to get there.

Option 1: property owner's have a subscription type service -

Option 2: Request from Maury or Williamson (depending on the property) a mutual aid -

This would also apply to medical calls.

This takes us out of taking care of county residents with city tax dollars.

5. Discussion-Update on Fire station 2 repairs

6. Discussion-Future Apparatus Purchase

Chief described the current lead time to build fire trucks.

One of our ladder trucks will age out in 2026. To replace that one plus be ready for taller buildings we'd like to enter into an LOI to "hold" this until 2026 at the price of \$1.7M.

7. Discussion-Future Development Services Potential Office Lease

Possibility to lease a space off of Station Hill Road on the second floor. This would be a temporary fix. Some improvements will be needed such as doors for the hallways.

Thinking it will be a three year lease with two one year renewals.

Several alderman like the idea of using just the second floor.

8. Discussion, Ordinance, Hurt Road Rezoning from AG to R-2, R-3 and PR

Pete discussed the rezone; BOMA discussed.

9. Discussion-Ordinance, 378 Beechcroft Road from R-2 to CDC-E1

Mayor does not support this rezone. This contributes to traffic congestion. We currently have 10,000 homes that are vested rights.

Alderman Fuqua asked when the land was rezoned. Pete wasn't sure. Pam thought late nineties - early 2000's.

10. Acknowledgements

11. Adjourn

Meeting adjourned at 10:13 p.m.

**CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
BOMA MEETING MINUTES
AUGUST 21, 2023
6:00 PM**

Call Regular Meeting to order

6:00 pm -- Mayor Hagaman called the meeting to order.

Stipulation of Members Present

Board of Mayor and Aldermen: Jason Cox, Matt Fitterer, Kevin Gavigan, Mayor Jim Hagaman, Trent Linville, Brent Murray, Vice Mayor William Pomeroy, John Canepari (Vincent Fuqua absent). Also present, Pam Caskie, City Administrator, Patrick Carter, City Attorney, April Goad, City Recorder.

Others Present

Tony Tolstedt, Assistant City Administrator, Jessica Weaver, Utilities Director, Missy Stahl, CIP Manager, Graig Temple, Fire Chief, Don Brite, Chief of Police, Debra Dutcher, Finance Director, Richard Stokes, Human Resources Director.

Pledge of Allegiance

Led by the Board of Mayor and Aldermen

Invocation, Bill Adams, Pastor, Gospel Light Baptist Church

Approval of the Agenda

Under "Work Session/Discussion", Ms. Caskie requests that Item #1 be removed due to Mr. Dan Allen, Assistant City Administrator, not being present. Under "Public Hearing" Item #3, Mr. Carter noted that the address should be "378 Beechcroft Road", not "308 Beechcroft Road". Vote carried, 8-0 (Unanimous)

Mayor's Comments

Moment of silence For Hayley Frazer who passed away on July 4, 2022, due to an accidental drug overdose.

Proclamation for Hannah Moeller for her outstanding contributions to the community and recently declared "Little League International 2023 Coach of the Year".

City Administrator/Department Head Comments

Ms. Caskie introduced Dwayne Hicks, new Building and Codes Chief Building Official.

Ms. Caskie recognized Tyler Scroggins, Public Works Director, and the Public Works Department, for their hard work and completing the Willowvale traffic calming program inhouse. The low bid came in at \$700,000.00 and they did it for \$80,000.00 (in materials) and saved the city \$620,000.00.

Ms. Caskie introduced Jessica Weaver, Utilities Director. Mrs. Weaver refreshed the BOMA members memory that it was mentioned during the last yearly retreat, there were twenty-five (25) service lines at The Highlands at Campbell Station that were leaking. A meeting with those residents was held last week that went well. All residents unanimously agreed that they wanted all the service lines replaced as soon as possible. The Utilities Department will start next week. It is in the budget for this year. All fifty (50) lines will be replaced. Also, at the Water Treatment facility, pump #3 was an emergency repair completed. However, pump #2 is now down. Costs for the repair will be submitted at a later date when they are determined.

Citizen Comments

Tom White, representing the applicant for the property next to the Fitts property - Mr. White thanked Mr. Carter and Ms. Caskie for their assistance. He expects everyone to go smooth.

Adam Crunk, Crunk Engineering, representing the rezoning along Hurt Road -- Mr. Crunk stated that if the rezoning is passed, they would offer a condition delay for twenty-four (24) months any certificates of occupancy for any homes that would be built as part of this development.

David Huebner, 2108 Burgess Lane, Spring Hill -- Mr. Huebner commented regarding the Hurt Road rezoning. He is in favor of the rezoning

and the proposed development and encouraged the board to move forward.

Tim Hidley, 1432 Savannah Park Drive, Spring Hill -- Mr. Hidley commented that he is not in favor of the Hurt Road rezoning. He requested the board vote against.

Gina Hagaman, 1919 Kent Lane, Spring Hill -- Mrs. Hagaman commented regarding the rezoning of the Hurt Road property. She is not in favor of the rezoning.

Eric Droke, 1200 White Rock Road, Spring Hill -- Mr. Droke commented regarding the rezoning of the Hurt Road property. He questioned why everyone is against the rezoning compared to other properties.

PUBLIC HEARING

Ordinance 23-11, to amend Ordinance 19-21, to comply with the new Tennessee Department of Environment and Conservation small MS4 permit.

Ordinance 23-12, to amend the Water Quality Buffer zone Policy as set by Ordinance 07-47 and amended by Ordinance 19-22.

Ordinance 23-13, to amend Ordinance 18-21 by rezoning approximately 0.452 acres of property known as Maury County Tax Map 02P D 0003.00 from R-1 Residential to C-D-E1 Downtown Edge 1 Sub-District. 378 Beechcroft Road.

Citizen Comments on Public Hearing Items

none

VOTING AGENDA

CONSENT ITEMS

Financial Reports

BOMA Minutes

Department Reports

Committee/Commission Minutes and Reports

Consider Resolution 23-161, to approve Change Order No. 1 with Hensel Phelps for the Police Department Headquarters construction.

Consent Items Voting Results

Motion to approve Consent Agenda by Vice Mayor Pomeroy, seconded by Alderman Murray. Motion carried, 8-0 (Unanimous)

PREVIOUS BUSINESS

Consider Second and Final Reading of Ordinance 23-11, to amend Ordinance 19-21, to comply with the new Tennessee Department of Environment and Conservation small MS4 permit.

Motion to approve by Vice Mayor Pomeroy, seconded by Alderman Murray. Motion carried, 8-0 (Unanimous)

Consider Second and Final Reading of Ordinance 23-12, to amend the Water Quality Buffer zone Policy as set by Ordinance 07-47 and amended by Ordinance 19-22

Motion to approve by Vice Mayor Pomeroy, seconded by Alderman Murray. Motion carried, 8-0 (Unanimous)

Consider Second and Final Reading of Ordinance 23-13, to amend Ordinance 18-21 by rezoning approximately 0.452 acres of property known as Maury County Tax Map 02P D 0003.00 from R-1 Residential to C-D-E1 Downtown Edge 1 Sub-District. 378 Beechcroft Road

Motion to approve by Vice Mayor Pomeroy, seconded by Alderman Murray. Motion carried, 8-0 (Unanimous)

NEW BUSINESS

Consider Resolution 23-162, to award the contract for Buckner Lane north segment widening.

Motion to approve by Vice Mayor Pomeroy, seconded by Alderman Murray. Ms. Caskie commented that this is \$1-\$3 million less than expected. She complimented the staff on their hard work. Ms. Stahl gave the results of the bids and recommended going with the lowest bid from Jones Brothers Contractors. Vice Mayor Pomeroy asked about the timeframe. Ms. Stahl said it would take 6-8 weeks to start. Alderman Canepari asked how long it took to review the bids. Ms. Stahl said two (2) days with the recommendation of the engineers. Motion carried, 8-0 (Unanimous)

Consider Resolution 23-163, to approve Timberline Warehouse request to conduct Sunday Construction Activity.

Motion to approve by Vice Mayor Pomeroy, seconded by Alderman Murray. Vice Mayor Pomeroy asked if this contractor has had any complaints towards them and are there any neighbors opposing. Mr. Hughes stated that there have not been any complaints on them. Ms. Caskie stated that they were going to revisit the construction hour ordinance and that the closest neighbors are not close. Motion failed, 4-4 (Yea -- Hagaman, Pomeroy, Linville, Cox. Nay -- Canepari, Gavigan, Fitterer, Murray)

Consider Resolution, 23-164, to adopt an updated compensation plan for employees of the City of Spring Hill.

Motion to approve by Vice Mayor Pomeroy, seconded by Alderman Murray. Motion carried, 8-0 (Unanimous)

Consider Resolution 23-165, to approve carryover of outstanding purchase orders for FY 2023-2024.

Motion to approve by Vice Mayor Pomeroy, seconded by Alderman Murray. Motion carried, 7-1 (Canepari)

Consider First Reading of Ordinance 23-14, an ordinance to amend ordinance 18-21. to rezone 21.12 acres from Ag to R2, R3, and PR on Hurt Road.

Motion to approve by Vice Mayor Pomeroy, seconded by Alderman Murray. Alderman Canepari asked about the construction traffic and proposed entrances and exits for streets during construction. Mr. Hughes stated that that would be determined during the preliminary plat approval. Alderman Canepari stated that he feels that a traffic study and stormwater study should be completed first. Therefore, he is not in favor of this ordinance. Ms. Caskie stated that in the state of Tennessee, contract zoning is not allowed which means that conditions cannot be required on certain things. An applicant and developer may agree to such. However, be aware that a developer for a different project may not be so willing. The question that should always be asked, "Is the rezoning of this property consistent with the comprehensive plan and is it consistent with the neighborhood characteristics around it". If it's yes, a rezoning is warranted. Also, the assumption is that whatever negative impacts that this development is going to bring, in the preliminary plans stage, the developer will be required, as conditions of the plan, to solve them. Alderman Linville motioned to suspend the rules for the applicant to answer some questions, seconded by Alderman Murray. Motion carried, 8-0 (Unanimous). Alderman Linville asked Mr. Crunk in regard to the condition and width of Hurt Road and the safety for construction equipment, would the applicant be open to agreeing to conditions of the road being built to city standards before any building permits are approved. Mr. Carter stated that asking for any kind of conditions at this point are inappropriate. Alderman Linville understood. Alderman Canepari stated that the city can choose to do a traffic study at any time the city sees fit. He stated that he feels that it will be a negative effect on the traffic and roads to the surrounding neighborhood. Ms. Caskie asked Mr. Crunk if he thinks his applicant's intention is to improve Hurt Road for the development of the project. Mayor Hagaman asked Mr. Carter if it were a legal question. Mr. Carter answered that it was a legal question just as long as it were not a condition at this time. Mr. Crunk stated that if the property were approved for rezoning, a traffic study would be conducted, and the outcome of the study would determine what the project could bear. Alderman Linville stated that if he had the results of a traffic study beforehand, he would be more open to the rezoning. Therefore, he can't support at this time. Mr. Carter clarified with Mr. Crunk that the builder was ok with a twenty-four (24) month delay before certificates of occupancy could be issued. Mr. Crunk agreed. Alderman Cox stated that he was one that approved last year because he thought the city was farther along with the widening of Port Royal Road, Buckner Lane and completion of Fire Station #4. These areas need to be completed. Hurt Road is a tough road. It definitely needs to be addressed. He will vote in favor, however it was close. Alderman Fitterer called for the rules of the day. Mayor Hagaman reinstated. Alderman Fitterer mentioned that a year ago the Planning Commission did favorably recommend a similar application. Alderman Fitterer stated that it is not a good use of tax dollars to pay for a traffic study that should be the burden of a private development. The process calls for the Planning Commission to determine use and the Board of Mayor and Aldermen to execute the subdivision regulations. Vice Mayor Pomeroy stated that there are a lot of pros and cons. He is in favor because he thinks it preserves the land. He recommended the board to approve. Mr. Canepari stated that the monies saved on the Planning Department's salaries and time would pay for a traffic study. He also stated that it was stated that the parkland would solve the problem of quality of life. But it would just be a field until the city does something. He would advise that if and when approved, terms and conditions should be that the city give the land back for tax dollars. Mayor Hagaman stated that he is not in favor of the rezoning due mostly to it not being responsible growth. Regarding the statement of land being donated to the city, it would cost the city a lot of money to do land improvements. On the other hand, it should be a park donated to the city so the city would not have to develop it. Also, rezoning approval takes the city's rights and influence away to approve the use. The city will no longer have control and the developer would then have vested rights. Mayor Hagaman stated that he is for what's best for the city and the citizens. This is not responsible growth nor a "win" for the citizens. Alderman Gavigan stated due to possible personal or professional considerations, he will be abstaining. Alderman Fitterer asked Mr. Carter if there were anything about this ordinance that would transfer real property to the city. Mr. Carter answered no. It would have to be in a stand-alone resolution and even at that time the city could decide not to take it. Alderman Murray stated that Hurt Road does indeed need improvements. Need to do what's best for everyone. What can we do for as the city. Mayor Hagaman stated that one thing that can be done is not adding to the current issues. This rezoning would be adding to the issues. Alderman Linville asked Mr. Hughes, would the plan development process not afford the applicant the opportunity to both, have the land rezoned to an appropriate spot and have a commitment to what other improvements would be required for the project. Mr. Hughes answered that the planned development process would allow for public benefit to become part of the discussion. Ms. Caskie explained the process and that the rezoning would have to be before a planned development. Mr. Hughes did state that concurrent rezoning is being conducted in order to streamline the process. Vice Mayor Pomeroy asked Mr. Hughes that if the rezoning is approved, what is the process for making negotiations or conditions. Mr. Hughes stated that the outcome of the traffic study would dictate the improvements and the study would be performed by a third party that the city has determined. In this case, the third party would be The Corradino Group. They would perform it, make a conclusion and recommendations based on the impact this development on all roads adjacent to all roads not just Hurd Road. Mr. Carter added that this would be a condition of approval, not a contract or agreement, that the city would put on the developer. The project would be conditioned. Mr. Hughes confirmed. Vice Mayor Pomeroy asked Mr. Hughes if any of our parks are in a

floodplain. It was determined that Evans Park, Fischer Park and Harding Park are. Mayor Hagaman is concerned with the area that butts up next to the property as a preservation area. He reiterated that he does not see that this is a "win" for the citizens. Mayor Hagaman stated that he is not against growth, just growth that is irresponsible. Alderman Canepari asked Mr. Hughes if the city ever got a study from Thomas & Hutton. He answered that we did, and he would send it to everyone. Motion failed, 3-4-1 (Nay -- Hagaman, Canepari, Linville, Murray. Yea -- Pomeroy, Cox, Fitterer. Abstain - Gavigan)

WORK SESSION/DISCUSSION

Discussion-In-house Commercial Building Plan Review

Dwayne Hicks, Chief Building Official. Mr. Hicks explained how an in-house plan review process would work and how much time it would save the city. Ms. Caskie added that the city currently uses two (2) outside plan reviewers and thinks this is a great idea. Ms. Caskie would like to maintain both potential streams (third party and in-house). She would like to prepare a resolution for the next meeting. Alderman Fitterer asked Ms. Caskie what, if anything, if time is being spent in this area, are we taking time away from. Ms. Caskie stated that Mr. Hicks' expertise in other areas will streamline other areas as well. Also, some other administrative tasks can be handed down. Mr. Hughes stated that residential reviews have been redelegated to someone else in the department and that Mr. Hicks can primarily focus on commercial reviews. Alderman Fitterer stated that he is in favor of speeding up the processes, but wanted to caution on setting an expectation that we are not able to keep up. Mr. Hughes also stated that Mr. Hicks brought in some new software that will assist him. Alderman Linville thanked Mr. Hicks for his thoughtfulness and commitment. He asked Mr. Hicks that if we meet certain criteria, can we bi-pass the state fire marshal's office. Mr. Hicks stated that we currently meet all the criteria, however we cannot review plans for K-12 schools and health industry (nursing homes and hospitals). Alderman Linville is in favor. It was determined that a resolution is forthcoming.

Discussion-Fire Belle

Chief Temple advised the board that Fire Bell is the 1957 Ford F700 antique firetruck. In 2014, a committee was formed to raise funds to restore the firetruck. Several different entities donated money for the cause. It is used for several events including leading the Christmas parade, attends antique car shows and plays a part in the fire prevention world. The fire truck needs engine repairs. The 2014 restoration did not go deep into the mechanics. The city Fleet Department inspected the truck, and it needs bearings and a crank case. It is unreliable at this time. Chief Temple noted that they are very hesitant in taking it on any long trips. The repair costs are between \$6,000.00 - \$10,000.00. Chief Temple is asking for direction from the board to either fund the repairs or identify individuals for donations. Mayor Hagaman recommended going to the public first. Vice Mayor Pomeroy asked Ms. Caskie and Mr. Carter on whether tourism funds could be used. Ms. Caskie stated that up to 25% of tourism funds could be used for non-tourism related activities. It might be a stretch though to use this as a marketing tool. She noted that there is an adequate amount of money in the fund to where it would be impacted in any way. Mr. Carter stated that a good argument could be made that this is for marketing the city. Alderman Linville asked Ms. Caskie if there were still a Fire Bell fund. She concurred, however there's currently no money in it. Alderman Fitterer stated that he would be in favor of transferring the money to the Fire Bell fund, but to see if private funds could be acquired first, then use the funds for any future repairs. Ms. Caskie stated that the board would have to give the authorization through a resolution to fund raise for the Fire Bell fund. Mr. Fitterer suggested approving the funds to be transferred and used for the repairs in order to have it repaired by Christmas, then fund raise and have the funds for future repairs. It was determined that a resolution is forthcoming to authorize fund raising for the Fire Bell fund and to transfer the money from tourism to complete the repairs.

Acknowledgements

Mayor Hagaman acknowledged Peter Hughes in his brilliant decision in hiring Dwayne Hicks.

Adjourn

7:56 pm - Meeting adjourned.

**CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
BOMA MEETING MINUTES
SEPTEMBER 5, 2023
6:00 PM**

Call Regular Meeting to order

6:00 pm -- Mayor Hagaman called the meeting to order.

Stipulation of members present

Jason Cox, Matt Fitterer, Vincent Fuqua, Mayor Jim Hagaman, Trent Linville, Brent Murray, Vice Mayor William Pomeroy, (Kevin Gavigan, John Canepari absent). Also present, Pam Caskie, City Administrator, Patrick Carter, City Attorney, April Watson, Acting City Recorder.

Others present

Tony Tolstedt, Assistant City Administrator, Dan Allen, Assistant City Administrator, Pete Hughes, Development Director, Missy Stahl, CIP Manager, Graig Temple, Fire Chief, Debra Dutcher, Finance Director, Kayce Williams, Parks and Recreation Director.

Pledge of Allegiance

Led by the Board of Mayor and Aldermen

Invocation

Corey Howse, Pastor, Connection Hill Primitive Baptist Church, Thompson's Station, TN

Approval of the Agenda

Ms. Caskie would like to add "Williamson County Urban Growth Boundary" under Work Session/Discussion as Item #5. Motion to approve as amended by Vice Mayor Pomeroy, seconded by Alderman Murray. Motion carried, 7-0 (Unanimous)

Mayor's Comments

Reminded everyone of microphone etiquette.

Thanked all City employees that worked through the night and on the holiday regarding the water situation and with emergency operations.

City Administrator/Department Head Comments

Ms. Caskie thanked TC Norman, Jeremy Vanderford and all the City employees for their hard work, CPWS for their strong working relationship and Mr. Allen and Mr. Tolstedt for their work in her absence regarding the water situation. Jeremy Vanderford gave an update and stated that the tanks are almost at 58% and climbing. TC Norman stated that the return to normal eta is Thursday.

Ms. Caskie asked Chief Temple to approach. Chief Temple declared that the FAST Response Vehicle is in service today.

Ms. Caskie welcomed the auditors for an update on the 2022 audit. James Bence, partner with Mauldin and Jenkins summarized the audit results. Mayor Hagaman thanked Mr. Bence for his service.

Citizen Comments - none

Public Hearing - none

Voting Agenda

Consent Items

Consider Resolution 23-166, to accept the State of Tennessee Cost Sharing Grant for law enforcement officers attending Tennessee Law Enforcement Academy

Consider Resolution 23-167, to accept ICAC Sub-Grant from Metropolitan Government of Nashville to the Police Department

Consider Resolution 23-168, to approve renewal of contract for road striping

Consider Resolution 23-169, to approve special event permit for John Maher Builders Whole Hog Festival

Consider Resolution 23-170, to authorize the Fire Department to collect donations for Fire Belle restoration

Voting Results for Consent Agenda

Motion to approve Consent Agenda by Vice Mayor Pomeroy, seconded by Alderman Murray. Motion carried, 7-0 (Unanimous)

Previous Business - none

New Business

Consider Resolution 23-171, to name a portion of multi-use trail on Old Port Royal Road at Kingsley Place in honor of the late James "Jim" Grimes

Motion to approve by Vice Mayor Pomeroy, seconded by Alderman Murray. Motion to suspend rules by Alderman Fuqua, seconded by Alderman Linville. Ms. Williams introduced members of the Spring Hill Chamber of Commerce and Mrs. Dawn Grimes. Ms. Rebecca Melton stated the reasoning for this resolution and honoring Mr. Grimes. She thanked everyone with the City for their behind-the-scenes work. Mr. Will Tenpenny thanked the City. Mayor Hagaman thanked Mrs. Grimes. Motion to reinstate rules by Alderman Fuqua, seconded by Alderman Linville. Motion carried, 7-0 (Unanimous)

Consider Resolution 23-173, to authorize Spring Hill advanced purification project task order extension

Motion to approve by Vice Mayor Pomeroy, seconded by Alderman Murray. Motion carried, 7-0 (Unanimous)

Consider Resolution 23-174, budget policy

Motion to approve by Vice Mayor Pomeroy, seconded by Alderman Murray. Motion to amend by replacing the second bullet point under revenue beginning "if there are specific revenues" strike entirely and replace with "if there are specific revenues previously dedicated for a specific purpose, those revenues shall be transferred to the appropriate fund or account". Amendment seconded by Alderman Linville. Ms. Caskie stated that it just clarifies the statement. Motion on amendment carried 7-0 (Unanimous). Original resolution as amended, motion carried, 7-0 (Unanimous)

Consider Resolution 23-175, to approve purchase of budget software

Motion to approve by Vice Mayor Pomeroy, seconded by Alderman Murray. Alderman Fitterer stated that Budget Finance Committee favorably recommended. Mayor Hagaman stated that even though he's in favor, he recommended that in the future, resolutions pertaining to finance should go to the Budget Transparency Task Force first due to it being a process. Alderman Linville asked Mr. Tolstedt to summarize. Mr. Tolstedt explained how this software will assist in writing the next budget and making it easier and faster beginning January 2024. Alderman Fuqua asked if this would save a lot of time during budget season. Ms. Caskie explained. Motion carried, 7-0 (Unanimous)

Consider Resolution 23-176, to approve closure of a portion of Port Royal Road during construction of the Countess roundabout

Motion to approve by Vice Mayor Pomeroy, seconded by Alderman Murray. Vice Mayor Pomeroy asked for some details. Ms. Stahl explained the safety concerns, the suggested traffic plan and the timeframe. Motion carried, 7-0 (Unanimous)

Work Session/Discussion

Discussion - Traffic Study Consultant

Mr. Hughes advised that there would be three (3) resolutions forthcoming to renew the current traffic consultant agreements with Volkert, Neil Schaffer and The Cordino Group that will be expiring in the next two (2) months.

Discussion - Lease agreement for Development Services at Station Hill office building

Mr. Hughes stated that they are working on the final agreement. They will only be using one floor. A resolution will be prepared for the next meeting and a letter will be prepared notifying World Wide Stages that they will be getting out of their lease early.

Discussion - Water and Sewer Update

Mr. Allen showed a PowerPoint presentation to the board. Discussion occurred. The board thanked Mr. Allen for the information and his hard work.

Discussion - Courtroom Remodel

Ms. Caskie explained to the board that we have a space problem. Mr. Tolstedt passed out to the board some ideas/renderings of how the courtroom could be used to better suit the needs of the city and make it more useful. Discussion occurred. It was determined to move forward.

Discussion - Williamson County Urban Growth Boundary

Ms. Caskie explained to the board that we currently do not have a Williamson County urban growth boundary. She went over her thoughts and opinions on what areas should be covered. Ms. Caskie passed out a map to the board of the plan. She is planning on submitting a resolution and is asking for direction. Alderman Fitterer stated that he strongly feels that the first and foremost responsibility should be to the existing taxpayers, existing infrastructure and including stormwater. He stated that we need to be serious about protecting the Duck River watershed. Alderman Fuqua asked why this is coming up now. Ms. Caskie stated that she thinks that it was at the urging of several members of a Williamson County committee for the city of Spring Hill to pay attention at the request of the residents. Alderman Fitterer stated that elected officials or staff of Nolensville, Brentwood and Fairview took exception that Thompson's Station and Spring Hill drew a map that included residents that did not want to be included. Alderman Fuqua stated that he would lean on staff. Ms. Caskie stated that Brentwood didn't and Nolensville and Fairview did draw maps. Her concerns are that the city should protect the east side at all costs and that the last vote was 5-4 showing that there wasn't much support at the board level. Alderman Fuqua stated that he thought the residents of the Burwood community had a lack of understanding. Mr. Carter contradicted and stated that they understood. Alderman Fuqua stated that he was still unclear of the reasoning but would rely on staff and the board for their direction. Mr. Carter stated that he didn't think it would get approved by the Coordinating Committee as is and stated his opinion further. Alderman Fuqua asked how we would protect ourselves. Ms. Caskie stated what the resolution states and that, in her opinion, if we didn't take control, then Thompson's Station would. Alderman Linville stated how Spring Hill has long-been criticized for not doing long-term strategic planning and he does not know why we're making political considerations into good, long-term strategic planning. He stated that this is clearly a long-term planning exercise, and he thinks that it has been done very thoughtfully and planned out thoroughly. Mr. Linville stated that he fails to understand why making changes is in order. It is contrary to good planning. Alderman Murray stated that if we make exceptions for some, what's to prevent others in the future wanting the same. Alderman Fitterer asked what the process would be for the Coordinating Committee on approving the amended map or amending it themselves. Ms. Caskie explained. Mayor Hagaman commented. Alderman Fitterer stated that since we don't have a Williamson County urban growth boundary it is evidence that members of the county don't have Spring Hill's best interest. He stated that he would rather go through the uncomfortable referendum process than being told by the county or elected officials of other municipalities how the city conducts business. He feels that the reciprocating party isn't willing to work with the city. Vice Mayor Pomeroy questioned the size of Fairview's urban growth boundary map. Mr. Carter stated that Spring Hill and Thompson's Station is different because of the fast-growing nature, some folks just want to stay rural. Ms. Caskie stated that the last vote was 5-4 and there are seven (7) members present. She would like to hear from those present that previously voted against to make a determination of what direction to go. Mayor Hagaman stated that he voted against before because he did not see the value in upsetting the neighbors and residents that spoke against it. However, after discussion and consideration of the comments made by Alderman Linville and Alderman Fitterer, he is on the fence. Alderman Murray stated that he voted against because he didn't see the unnecessariness and benefit. However, if there are implications to the water and the needs of Spring Hill citizens to depend on, that's a different conversation. Ms. Caskie stated that her plan is to identify the properties at the Board of Mayor and Aldermen and Coordinating Committee meetings that could be left out and put a resolution on the agenda hoping to have a more solid majority in deciding what direction to go in.

Acknowledgements

Mayor Hagaman acknowledged Judge Nicole Dusche, Traffic Court Judge, on doing a great job while conducting court.

Adjourn

8:30 pm - Meeting adjourned.

Human Resources Department
Richard Stokes, Director

Monthly Report
August 1 thru August 31

August 2023 - August 2023 × ☰ Select a Saved Filter ▼ Filter Insights

Active Filters: Filter Options

Headcount ⓘ 274 <small>As of August 2023</small>	Hired ⓘ 0	Termed ⓘ 3	Growth Rate ⓘ -1.1%	Turnover Rate ⓘ 1.1%	Average Tenure ⓘ 8.4 <small>(Years)</small>
---	---------------------	----------------------	-------------------------------	--------------------------------	--

Current Job Postings

	Date
Associate E City Planner	7/18/2022
Street Maintenance Worker	11/9/2022
Assistant Chief of Training	6/26/2023
PT Accounts Receivable Clerk	6/15/2023
Assistant Cross Connection Coordinator	6/2/2023
Staff Accountant	5/10/2023
Administrative assistant	8/7/2023
Project assistant	8/23/2023
Firefighter	8/24/2023
City Planner	8/16/2023
Recreation Assistant Part-time	8/7/2023

New Hires (Fulltime)

	Position	Date	Dept.
Hill, Ernest	Codes Enfor	8/14/2023	Bldg. & Codes

New Hires (part-time)

Promotions and Transfers

From	To
-------------	-----------

Resignations and Terminations

	Position	Type	Date
Jerrnigan, Mason	Intern	End of Internship	8/1/2023
Maldonado, Alexis	Intern	End of Internship	8/18/2023
Hopson, Cody	Intern	End of Internship	8/4/2023
McQueen, Jacob	Associate City Planner	Resign	8/24/2023
Coleman, Jessica	Police	Resign	8/24/2023

Training

Date

HR Events

Date
Goodwill Career Fair
8/31/2023

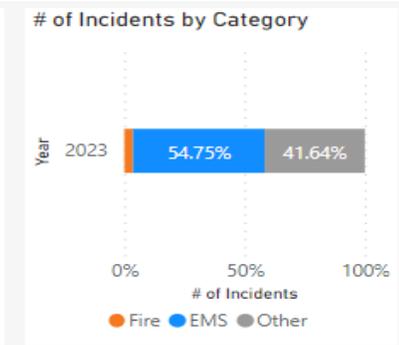
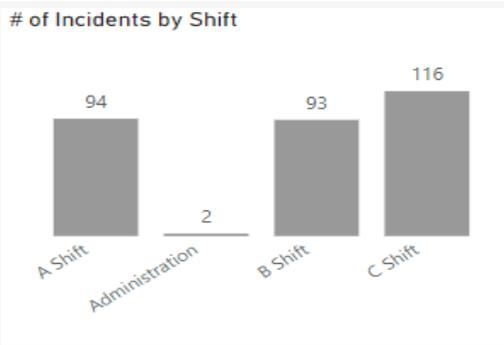
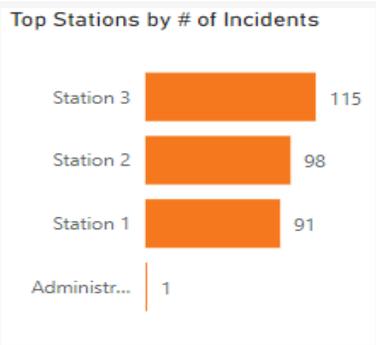


August 2023 - Monthly Report Spring Hill Fire Department





Operations Breakdown Stations, Shift and Call Statistics Total Responses for Month - 305

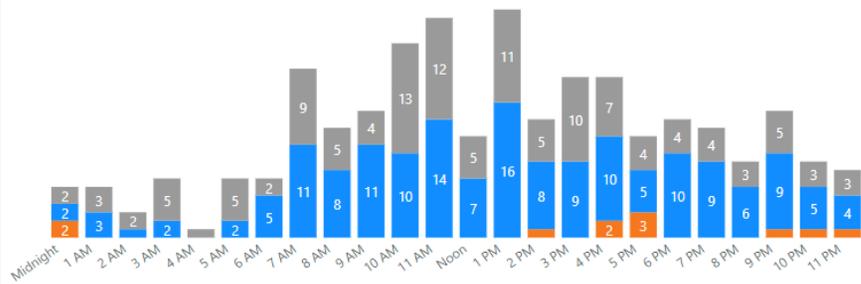




Operations Breakdown Time and Day of Week - Response Times

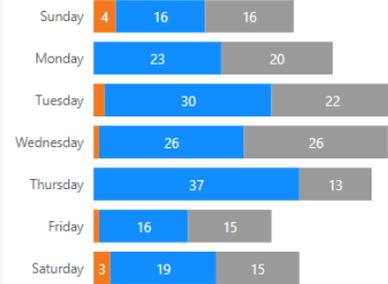
of Incidents by Hour of the Day

Incident Category ● Fire ● EMS ● Other



of Incidents by Weekday and Incident Category

Incident Category ● Fire ● EMS ● Other



SETTINGS

Response Time

Effective Response Force:

Time Goal: min sec

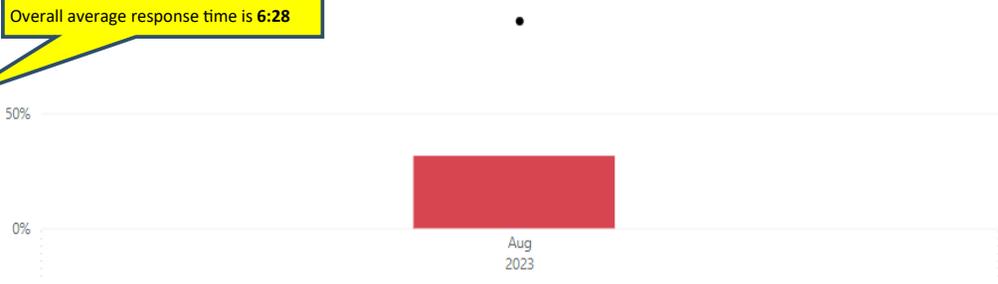
Percentile Goal:

(Updates to settings may take up to one minute to apply)

[Definitions](#)

86 (32%) of incidents are meeting the Response Time goal of 5 min and 20 sec with an effective response force of 3 personnel

Showing 90th Percentile v. Average
Overall average response time is 6:28





Training Division Statistics

554.43 Hours Trained in August 2023





Fire Marshal's Office Inspections, Tech Reviews, Plans Examined, Public Education & Investigations



Inspections - 481
Tech Review - 9
Applicant Review - 9
Plans Examined - 8
Public Education - 7
Fire Investigation - 0



Claim_No	Status	Claimant_Name	Incident_Date	Description	Claimant_Type	Incurred_Loss	Adjuster_Name
LIX56175-1	Open	Unknown	8/1/2023	employee was in reverse when he bumped into a mailbox causing damage to the post. It wa	AL - occurrence	\$250.00	Sherry Melcher
LIX55616-1	Closed	Wheat Tiffany	6/30/2023	Employee was mowing a detention pond along the side of Kedron Rd. Mower picked up a r	GL-claims made	\$9,841.67	Don Redden
LIX56439-1	Open	Ryan Patrick	2/13/2023	clmt alleges violation of FLSA and retaliation in termination for raising questions	E & O-claims made	\$70,000.00	Tim Lenart
LIX53219-1	Open	Spring Hill City of	2/1/2023	Officer Willis was working an accident on Saturn Pkwy over Kedron Rd. While inside his vehic	APD - occurrence	\$37,300.00	Jim Callicott
LIX53125-2	Closed	Edwards John	1/18/2023	Vehicle 1 was traveling North on US31/ Main street. Vehicle 2 was traveling South and atten	AL - occurrence	\$0.00	
LIX53125-3	Closed	Edwards Carol	1/18/2023	Vehicle 1 was traveling North on US31/ Main street. Vehicle 2 was traveling South and atten	AL - occurrence	\$7,126.00	
LIX51692-1	Open	City of Spring Hill	10/18/2022	Sgt. Colton Gambill was involved in a crash while returning from a class in Murfreesboro. He	UML - occurrence	\$3,000.00	Laura Burford
LIX46185-1	Open	Spring Hill City of	10/4/2021	CV struck IV in its rear end.	APD - occurrence	\$1,500.00	Jim Callicott

Claim_No	Status	Claimant_Name	Incident_Date	Description	Claimant_Type	Incurred_Loss	Adjuster_Name
PR52607-1	Re-Open	Spring Hill City of	12/25/2022	Asked for claim to be reopened and a deeper investigation to include mitigation be completed. Station 2 contacted acting Battalion Chief Bennett today and me regarding a water leak in the bay at station 2 coming from the ceiling. We couldn't tell if it was coming from the sprinkler system or domestic water so I contacted a plumber and the sprink	Bldg/pers prop/automatic cvgs	\$31,623.40	Jim Callicott

Claim_No	Status	Claimant_Name	Incident_Date	Description	Claimant_Type	Incurred_Loss	Adjuster_Name
WC0012867A	Re-Open	Employee	11/26/2006	doing physical training landed on left knee & caused extensive damage will require surgery	WC - LT / Indemnity	\$203,996.55	Tammy Meyer
WC42855-1	Closed	Employee	3/30/2021	EE lost control of motorcycle causing multiple injuries	WC - LT / Indemnity	\$93,104.74	Grace Nichols
WC46917-1	Open	Employee	1/2/2022	While on a call the employee's feet were stuck under a cardiac arrest victim when the employee went to step away when the employee fell into a tub and heard a loud pop and had immediate pain.	WC - LT / Indemnity	\$83,457.72	Michelle Vickers
WC49072-1	Open	Employee	5/13/2022	While chasing a shop lifter Officer was involved in a scuffle when he fell. Officer complained of injury to his left leg and right shoulder	WC - LT / Indemnity	\$76,224.87	Grace Nichols
WC55566-1	Open	Employee	10/3/2022	Emp. would like you all to review his doctor's notes under the Barry Brady Act lens to see if he qualifies under that provision for his skin cancer treatments.	WC - Medical Only	\$6,000.00	Kellie Earls
WC52303-1	Open	Employee	11/28/2022	"Left bicep injured when pulling on the 5" hose full of water. He felt the muscle pull while working on testing hose.74"	WC - LT / Indemnity	\$79,751.09	Michelle Vickers
WC52762-1	Open	Employee	12/19/2022	Emp. was a passenger in a City vehicle when it was t-boned. Sent to ER to be checked out.	WC - LT / Indemnity	\$3,000.00	Russell Martin
WC52762-2	Open	Employee	12/19/2022	Driving a City vehicle that was T-boned	WC - LT / Indemnity	\$3,000.00	Russell Martin
WC52576-1	Re-Open	Employee	12/19/2022	While inspecting a slab foundation Emp. stepped off form on to plastic sheeting. The is when Emp. slipped rolling his left ankle. He did not know it was covered in frost.	WC - LT / Indemnity	\$154,851.56	Tammy Meyer
WC53123-1	Closed	Employee	1/18/2023	Officer was traveling north on Hwy 31 at Campbell Station Pkwy when she collided head on with another vehicle. Transported by ambulance to Williamson medical Center.	WC - LT / Indemnity	\$8,704.84	Annette Smith
WC53429-1	Open	Employee	2/16/2023	Engineer lifted the med bag from the engine and was carrying it to the back to inventory supplies when there was a loud pop and pain in his left shoulder blade area.	WC - LT / Indemnity	\$118,099.37	Russell Martin
WC56414-1	Closed	Employee	8/11/2023	When exiting the construction trailer employee felt his left knee pop and give way.	WC - LT / Indemnity	\$0.00	Grace Nichols
WC56415-1	Closed	Employee	8/15/2023	While doing dumbbell presses the employees right shoulder gave out. Describes it feeling like it came out of joint and went back in. Did not seek medical attention as he wishes to see if the strain on the muscle will subside on its own with RICE.	WC - Notify Only	\$0.00	Lesa Hodge



DEPARTMENT: LIBRARY

RE: Library Monthly Staff Report for July 2023

LIBRARY STATISTICS FOR July 2023			
New Accounts		June	July
Spring Hill - Maury County		164	134
Spring Hill - Williamson County		181	108
Maury County (outside city limits)		45	47
Williamson County (outside city limits)		26	11
Other counties		8	3
Total New Patrons		424	303
Patrons visiting the library		6,881	6,278
Library Sponsored Programs			
Adult Programs (Ages 19+)		31	16
General Interest (All Ages)		5	5
Preschool (Ages 0-5)		9	0
Juvenile (Ages 6-11)		22	3
Teen (Ages 12-18)		6	4
Total Library-sponsored Programs		73	28
Attendance of Programs			
Adult		447	207
General Interest		174	640
Preschool		668	0
Juvenile		2,040	47
Teen		81	38
Total Attendance of programs		3,410	932
TN Reads		10,266	10,745
Ancestry.com/ProQuest		301	301
Audio Book Cloud & Tumblebooks		91	53
Hoopla		799	855
NewsBank		4	6
Public Computer Usage		496	424



Utility Department Staff Report

Jessica Weaver, Utility Director

August 2023

Utility Administration:

- Ongoing work with Raftelis on the Water & Sewer Rate Study
- Sewer Collections System SCADA upgrade is 100% complete-
- Corrective Action Plan/ Engineering Report for the Wastewater Treatment Plant – Continuing to work on the final steps for completion which is replacing the belt presses and the final oxidation basin cleaning and lining.
- Oxidation Basin -final stage of project of cleaning and lining of the Mudwell and clearwell was scheduled for August and September is completed and the plant is in full operation.



CITY OF SPRING HILL

199 Town Center Parkway • Spring Hill, Tennessee 37174

931-486-2252

www.springhilltn.org



- June Lake Water Storage Tank – Bi-monthly meetings coordinated with June Lake team- project progressing well.
- Monthly meetings for Arbor Valley Water Storage Tank Build with Development & Engineering staff along with developer representatives.
- GIS Maps analysis for the Utilities beginning with OT Analyst Coordinating with OHM and GIS department.
- Ongoing meetings to review the City Sewer Use Ordinance for potential updates coordinated with city staff - Final Draft being reviewed by consulting Engineers.
- Distribution team Won Best Medium Size system in Tennessee.



CITY OF SPRING HILL

199 Town Center Parkway • Spring Hill, Tennessee 37174

931-486-2252

www.springhilltn.org



- Interviews for Administrative Assistant for the Utility Team completed and candidate selected.
- Water Treatment Plant Tabletop Hazmat exercise for Emergency Response Preparedness with Maury County EMA, Spring Hill Fire, Spring Hill Police, Spring Hill Communications, and Utility team successfully completed.



CITY OF SPRING HILL

199 Town Center Parkway • Spring Hill, Tennessee 37174

931-486-2252

www.springhilltn.org



- Met with Southern Springs residents regarding Clay Place and Clay Court went well.
- Met with Highlands at Campbell Station residents regarding water line repairs went well.
- Highlands work began on the 30th – below are examples of the leaking service lines that were pulled so far.



CITY OF SPRING HILL

199 Town Center Parkway • Spring Hill, Tennessee 37174

931-486-2252

www.springhilltn.org



Additionally- new steps in the procedure for the re-appointment or re- election of an incumbent utility district commissioner include continuing education requirements. This information can be found here:

[CRUCIAL UPDATE – CONCERNING THE RE-APPOINTMENT OR RE-ELECTION OF COMMISSIONERS – Tennessee Association of Utility Districts \(taud.org\)](#)

Additional Online Training opportunities: [Online Training for Utility District Commissioners and Utility Authority Board Members – Tennessee Association of Utility Districts \(taud.org\)](#)

Water Treatment Plant: Jeremy Vanderford, Superintendent

- Raw water pump 3 repaired and back in service
- Raw water pump 2 producing a severe vibration and knocking sound- request for emergency repairs
- Third quarter DBP sampling results were well below average which is excellent for this time of year.

Running Annual Average	4.617 MGD	Total Purchased	53.862 MG
Max Day Produced	4.527 MGD	Chemical Cost/1000	\$.307
Max Day Purchased	2.744 MGD	Cost/1000 gal	\$1.297
Total Produced	127.763 MG	Duck River Agency	\$

Water Distribution: TC Norman, Superintendent

- Meter reading for month went well.
- In house water service Line Leak Detection (0# of Meters Checked)
- Water valve exercising and maintenance program- 0 subdivision completed.
- Water meter accuracy testing # 0
- Water cut offs went well.
- 402 Cell Meters have now been installed and are reading.
- On pace to be completed in the Highlands Friday September 15th if all goes well,



CITY OF SPRING HILL

199 Town Center Parkway • Spring Hill, Tennessee 37174
931-486-2252

www.springhilltn.org



Total Water Sold	145,710,236	Utility Locates Completed	956
Total Water Loss	7.2%	Monthly Backflow Tests	308
Leaking service line Repairs completed	40	Water Main Repairs	2

Sewer Collections: Jim Vrdoljak, Superintendent

- Evaluating Sewer Ordinance document to ensure accuracy for upcoming pretreatment program document submission to the TDEC and BOMA
- Cross training within division for Sewer & Inflow and infiltration
- Updating missing manhole data in GIS
- Marking and clearing around manholes on the trunk lines.

Sanitary Sewer Overflows	2	Odor Complaints	None for the month
Residential Stoppages	3	Commercial Stoppages	1
Grease trap orders to pump	9	Walk Throughs	6

Inflow & Infiltration

- 2 Flow meters currently inoperable.
- One flow meter was returned to manufacturer for repairs still inoperable- sensor problems.
- Smoke tested 87.52 acres.
- Smoke tested the remaining parts of Wyngate, Wakefield, and The Gables of Wakefield.
- Fixed 14 cleanouts In Spring Hill Estates and Witt Hill.
- Found 11 busted cleanouts in Wyngate and Wakefield issued repair notices.
- Placed door hanger notices for smoke testing for Ridge Port, Spring Meadows, and Augusta Place to start.

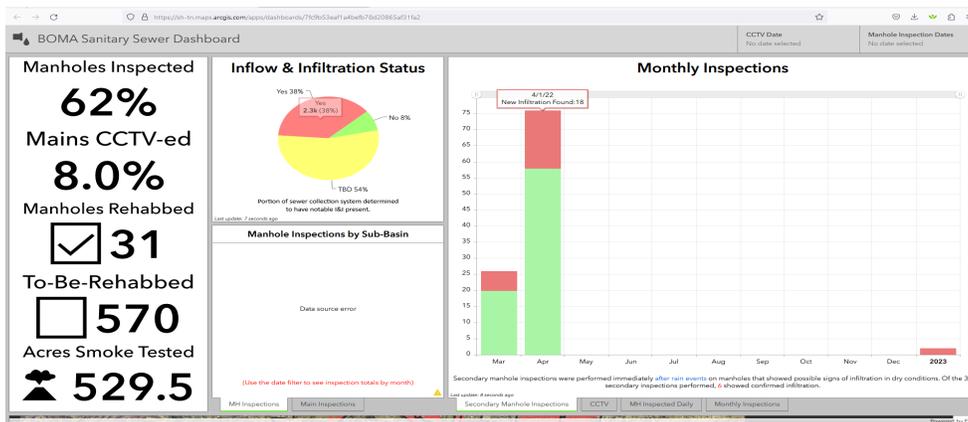
Manholes inspected in the month	81	Rehabilitated Epoxy Lined	0
Feet of Main Sewer Trunk Lines Inspected	974	Monthly Feet of Lines Flushed	674



CITY OF SPRING HILL

199 Town Center Parkway • Spring Hill, Tennessee 37174
931-486-2252

www.springhilltn.org



Wastewater Treatment Plant: Greg Shouse, Wastewater Treatment Plant Superintendent

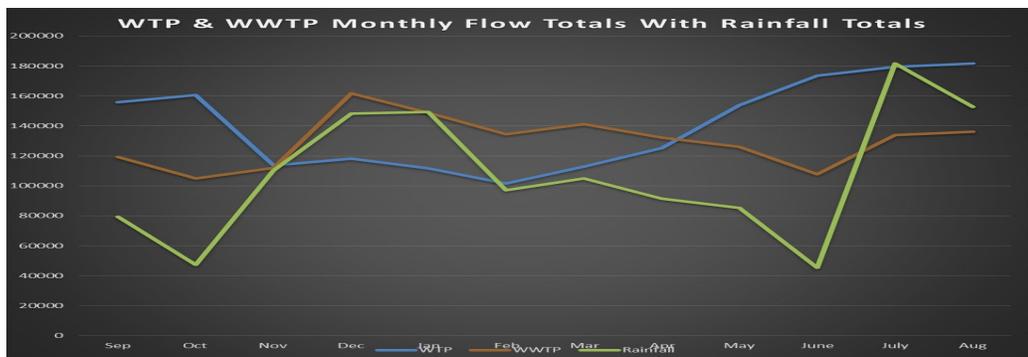
- Ammonia numbers are well below 4.2 mg/L State compliance.
- Mud Well and Clear Well lining completed on August 2,2023.
- Press #2 back operational.
- New polymer system for press #1 to be installed this month with both presses operational.
- Scum scrapers installed on Clarifier #3. All clarifiers clear and functioning.

Annual Average Inflow	4.2725 MGD	Total Rainfall	6.87 inches
Total Monthly Inflow	136.237 MG	Total Effluent Flow	130.438 MG
Average Daily Inflow	4.395 MGD	Average Daily Effluent	4.208 MGD
Permitted Max Avg Daily Effluent 5.0 MGD			
Filter Bypasses	1 occurrence	Ammonia Overages	0 occurrences
Peak Day Influent	6.166 MGD	Peak Day Effluent	5.899 MGD



CITY OF SPRING HILL

199 Town Center Parkway • Spring Hill, Tennessee 37174
 931-486-2252
www.springhilltn.org



The above graph reflects the following:
 Green line is the rainfall totals for the month.
 Blue line is the water produced plus water purchased from CPWS data.
 Brown line is the wastewater incoming flow data.

If questions arise from this report, please allow time for a prepared statement.



CITY OF SPRING HILL

199 Town Center Parkway • Spring Hill, Tennessee 37174

931-486-2252

www.springhilltn.org

Spring Hill Parks and Recreation Commission

Thursday, June 22nd, 2023

**Present: Kayce Williams, Dylan Colburn, Emily Shell, Tim Hidley, Matt Hudson, TC Olsen,
Mike Mead (Friends of the Parks of Spring Hill)**

Not Present: James Canepari, Alderman Brent Murray

1800: Call Meeting to Order

1801: Approval of Agenda

-Motion: Matt; 2nd: Tim; Passed 5-0

1803: Kayce and Dylan update Commission about previous meeting

1810: Options presented by individuals with how to finish fiscal year funds of \$3,713.30: items include purchasing equipment to better support events along with equipment for playgrounds

1840: Motion to donate \$1,500 to The Friends of the Parks of Spring Hill for Special Event Support by means of funding towards a power generator for event equipment; additionally, \$500 will be donated to The Friends of the Parks of Spring Hill for marketing purposes for further event support and volunteer retention.

-Motion: Tim; 2nd: Matt; Passed 5-0

1845: Motion to use \$700 of funding to purchase a XL tent for event safety purposes for event staff; additionally, \$1,000 of funding will be allocated to purchase safety cones/barricades for event safety purposes for attendees and staff.

-Motion: Tim; 2nd: Matt; Passed 5-0

1910: Motion to Adjourn

-Motion: Dylan; 2nd: Matt; Passed 5-0

Signed:

Chairman: 

Dated: 8/17

Secretary: 

Dated: 8/17

**SPRING HILL
MUNICIPAL PLANNING COMMISSION
REGULAR MEETING MINUTES
MONDAY, AUGUST 14, 2023
5:30 P.M.**

A. CALL TO ORDER

Chairman Liz Droke called the meeting to order at 5:34 PM.

B. ROLL CALL

Members Present: Chairman Elizabeth Droke, Vice Chairman James Golias, Alderman Matt Fitterer, Alderman Trent Linville, Commissioner William Ballard, and Commissioner Jonathan Duda. Commissioner David Schlessman arrived at 6:00 PM.

Staff Present: Development Director-Peter Hughes, Associate Planner – Jackson Reid, Planning Tech-Lucretia Sappington, and City Attorney- Patrick Carter.

- C. CHAIRMAN COMMENTS:** *“Audience members wishing to speak to an agenda item will have the opportunity to speak at the beginning of the agenda and will have five minutes to address the Planning Commission. No rebuttal remarks are permitted. If you have any comments regarding agenda and non-agenda items, please submit your public comments to PCPublicComment@springhilltn.org.”*

D. PUBLIC COMMENT (NON-AGENDA ITEMS)

E. PUBLIC COMMENT (AGENDA ITEMS)

*Mary Lee, Derryberry Estates, spoke regarding Port Royal Commercial Park
Carla Feller, Meadowbrook spoke questioning timing for new traffic lights on Port Royal
Pam Caskie, City Administrator spoke regarding The City purchasing cameras for traffic lights*

F. ACCEPTANCE OF MEETING MINUTES JULY 10, 2023 REGULAR MEETING OF THE PLANNING COMMISSION

Alderman Matt Fitterer made a motion to move for approval of the July 10, 2023 Regular Meeting Minutes. Motion seconded by Alderman Trent Linville. The motion to accept the July 10, 2023 minutes passed 6-0.

G. APPROVAL OF THE AGENDA

Chairman Droke moved items 2, 3, and 4 to new business as items 1, 2 and 3. Alderman Matt Fitterer made a motion to move for approval of the Agenda as amended. Motion seconded by Alderman Trent Linville. The motion to accept the amended Agenda passed 6-0.

H. CONSENT AGENDA

1. PC Resolution 23-70 Establish Maintenance Bond for Arbor Valley Ph1A
2. PC Resolution 23-71 Establish Performance Bond for Arbor Valley Ph1A
3. PC Resolution 23-72 Establish Maintenance Bond for Arbor Valley Ph1B (1)
4. PC Resolution 23-73 Establish Performance Bond for Arbor Valley Ph1B
5. PC Resolution 23-74 Establish Performance Bond for Townplace Suites

1/9

P.C. Regular Meeting Minutes 8-14-2023

6. **STP 1423-2023:** Submitted by Anderson, Delk, Epps & Associates for the Brandon Woods Amenity Plan, located within Brandon Woods at Tryon Trace and Lyla Drive. The property is zoned R-2 PUD and Phase 6 contains approximately 11.44 acres, where the amenity center resides. The applicant is requesting site plan approval. Requested by Joe Epps.
7. **PPL 1430-2023:** Submitted by Crunk Engineering for Denning Lane Sewer Extension, located at 3300, 3306, and 3312 Denning Lane. The properties are zoned AG and contain approximately 4.77, 6.331, and 8.693 acres respectively. The applicant is requesting to extend public sewer and its associated easement. Requested by Adam Crunk.

Alderman Matt Fitterer made a motion to approve the Consent Agenda with all associated Staff provided conditions of approval and findings of fact. The motion was seconded by Alderman Trent Linville. The motion to approve the Consent Agenda passed 6-0.

I. OLD BUSINESS

J. NEW BUSINESS

1. **ANX 1405-2023:** Submitted by Gamble Design for Caldwell Property, located at 2840 Buckner Lane. The property is zoned MGA-1 and contains approximately 21.87 acres. The applicant is requesting annexation into the city. Requested by Jeff Rosiak.

Alderman Matt Fitterer made a motion to defer ANX 1405-2023 to the October 9, 2023 voting session, 5:30 pm, City Hall. The motion was seconded by Alderman Trent Linville. The motion to defer ANX 1405-2023 to the October 9, 2023 voting session, 5:30 pm, City Hall., passed by a vote of 6-0.

2. **PDP 1406-2023:** Submitted by Gamble Design for Caldwell Property, located at 2840 Buckner Lane. The property is zoned MGA-1 and contains approximately 21.87 acres. The applicant is requesting preliminary planned development approval. Requested by Jeff Rosiak.

Alderman Matt Fitterer made a motion to defer PDP 1406-2023 to the October 9, 2023 voting session, 5:30 pm, City Hall. The motion was seconded by Alderman Trent Linville. The motion to defer PDP 1406-2023 to the October 9, 2023 voting session, 5:30 pm, City Hall., passed by a vote of 6-0.

3. **STP 1082-2021:** Submitted by Greenlid Design for Subway/Multi-Tenant Retail Center, located off Port Royal Road. The property is zoned C-4 and contains approximately 1.12 acres. The applicant is requesting site plan approval. Requested by Ana Weathers.

Alderman Matt Fitterer made a motion to defer STP 1082-2021 to the September 11, 2023 voting session, 5:30 pm, City Hall. The motion was seconded by Alderman Trent Linville. The motion to defer STP 1082-2021 to the September 11, 2023 voting session, 5:30 pm, City Hall., passed by a vote of 6-0.

4. **Text Amendment:** Amendment to the Subdivision Storm Water requirements requested by City Applicant Cory Hall.

Alderman Matt Fitterer made a motion to approve the Text Amendment for Stormwater requirements. The motion was seconded by Alderman Trent Linville. The motion to approve Text Amendment for Stormwater requirements passed by a vote of 5-0-1. Commissioner Duda abstained.

5. **PPL 1427-2023:** Submitted by Ragan Smith for Arbor Valley Phase 2, located off of Beechcroft Road. The property is zoned R-2 PUD and contains approximately 18.14 acres. The applicant is requesting preliminary plat approval to create 42 lots. Submitted by Kevin Birdwell.

Alderman Matt Fitterer made a motion to approve PPL 1427-2023 with the Staff provided conditions of approval and findings of fact.

Planning:

1. *Preliminary plat approval shall remain valid for a period of three (3) years, during which time the applicant/developer shall obtain all necessary permits, complete all applicable improvements, and submit final plat applications for review and approval.*
2. *Modifications to the preliminary plat may require Planning Commission approval prior to submittal of a final plat application.*
3. *The final plat will require all infrastructure improvements to be constructed or bonded in accordance with the UDC prior to recording of the Final Plat.*
4. *The applicant must include the private amenity walking trails as approved in the 2019 Arbor Valley Master plan amendment. The planning commission authorize staff to coordinate the execution of this condition and the final plat may require adjustments. The walking trails may be moved within reason, however must generally comply with the sheet 4 of the 2019 Amendment 1 to the master development plan.*

Engineering:

1. *The applicant must provide complete and sufficient information in the applicable design satisfactorily addressing the City Engineers comments before any permits or a pre-con meeting can occur. Any disagreement on information, design or accuracy of information between the City Engineer and applicant that cannot be resolved must be heard by the Planning Commission for a final determination.*
 - a. *Record drawings of the development will be required prior to approval of the Final Plat for all installed infrastructure. Final Record drawing submittal is required prior to release of bonds and to include the full design set in both electronic files and hard copies. The electronic files must be geographically referenced to NAD83 and NAVD88 and provided in a format that can be integrated into the City GIS, and must meet all city requirements.*
 - b. *A copy of the blasting permit approved by the County Fire Marshal will be required to be provided to the City (Engineering Department) a minimum of two (2) weeks prior to blasting activities.*
 - c. *Detention basin inspection and maintenance/management plan that meets all UDC requirements, as listed in but not limited to Article 15.7, will be required prior to approval of construction plans by the Engineering and Public Works Departments and before a pre-construction meeting can be held.*
 - d. *Final detention pond design and stormwater calculations meeting all requirements of the UDC, state, and federal regulations to be provided prior to approval of construction plans by the Engineering and Public Works Departments. Site layout or lot count changes required to meet regulations will be reviewed by the City Planner or Development Director for determination if the project will be required to go back through the Planning Commission approval process.*
 - e. *All storm sewers shall be plan and profiled meeting all city regulations and checklist items prior to approval of construction plans by the Engineering and Public Works Department.*
 - f. *Erosion control measures meeting TDEC and all City regulations will be required to be provided prior to approval of construction plans by the Engineering and Public Works Departments.*
 - g. *Water and sewer plan and profiles meeting TDEC and City regulations and checklists will be required prior to approval of construction plans by the Engineering and Utility Departments. All lines greater than 6" will be required to be profiled.*
 - h. *No sewer and water hook ups shall be allowed until corresponding infrastructure is installed, tested, and accepted by the City*

3/9

- i. All transportation pavement (typically called out as roadways and drives) meeting all requirements of the City will be required prior to approval of construction plans by the Engineering and Public Works Departments.
- j. A Fire Exhibit to show that the site meets the intent of the Fire Code Checklist, Engineering Checklist, and IFC must be provided.
- k. Driveway standard profile exhibit showing drive slopes and sidewalks meeting AASHTO and ADA standards to be provided.
- l. Site layout and design must be in compliance with the adopted floodplain ordinance. Site layout or lot count changes required to meet regulations will be reviewed by the City Planner or Development Director for determination if the project will be required to go back through the Planning Commission approval process. Review of the flood study will be required to follow the process outlined in the emailed Floodplain Process Memorandum. Submittal and approval of a Floodplain Development Permit will be required prior to issuance of a grading permit.
- m. Any additional requirements as determined during construction for the sole purpose of meeting public health, safety, and welfare as determined by the City Engineer, Development Director, and City Administrator will require field changes or site design revisions as necessary to fully address the concerns. Site layout or lot count changes required to meet public health, safety, and welfare will be reviewed by the Planning Director or Development Director for determination if the project will be required to go back through the Planning Commission approval process. The development representative will hold the right to go before the Planning Commission if resolutions to address concerns between staff and the development cannot be agreed upon.

The motion was seconded by Alderman Trent Linville. The motion to approve PPL 1427-2023 passed by a vote of 6-0.

- 6. **PPL 1428-2023:** Submitted by Ragan Smith for Arbor Valley Phase 3, located off of Beechcroft Road. The property is zoned R-2 PUD and contains approximately 11.87 acres. The applicant is requesting preliminary plat approval to create 48 lots. Submitted by Kevin Birdwell.

Alderman Matt Fitterer made a motion to approve PPL 1428-2023 with the Staff provided conditions of approval and findings of fact.

Planning:

- 5. Preliminary plat approval shall remain valid for a period of three (3) years, during which time the applicant/developer shall obtain all necessary permits, complete all applicable improvements, and submit final plat applications for review and approval.
- 6. Modifications to the preliminary plat may require Planning Commission approval prior to submittal of a final plat application.
- 7. The final plat will require all infrastructure improvements to be constructed or bonded in accordance with the UDC prior to recording of the Final Plat.
- 8. The applicant must include the private amenity walking trails as approved in the 2019 Arbor Valley Master plan amendment. The planning commission authorize staff to coordinate the execution of this condition and the final plat may require adjustments. The walking trails may be moved within reason, however must generally comply with the sheet 4 of the 2019 Amendment 1 to the master development plan.

Engineering:

- 2. The applicant must provide complete and sufficient information in the applicable design satisfactorily addressing the City Engineers comments before any permits or a pre-con meeting can occur. Any disagreement on information, design or accuracy of information between the City Engineer and applicant that cannot be resolved must be heard by the Planning Commission for a final determination.

4/9

P.C. Regular Meeting Minutes 8-14-2023

- b. Record drawings of the development will be required prior to approval of the Final Plat for all installed infrastructure. Final Record drawing submittal is required prior to release of bonds and to include the full design set in both electronic files and hard copies. The electronic files must be geographically referenced to NAD83 and NAVD88 and provided in a format that can be integrated into the City GIS, and must meet all city requirements.
- c. A copy of the blasting permit approved by the County Fire Marshal will be required to be provided to the City (Engineering Department) a minimum of two (2) weeks prior to blasting activities.
- d. Detention basin inspection and maintenance/management plan that meets all UDC requirements, as listed in but not limited to Article 15.7, will be required prior to approval of construction plans by the Engineering and Public Works Departments and before a pre-construction meeting can be held.
- e. Final detention pond design and stormwater calculations meeting all requirements of the UDC, state, and federal regulations to be provided prior to approval of construction plans by the Engineering and Public Works Departments. Site layout or lot count changes required to meet regulations will be reviewed by the City Planner or Development Director for determination if the project will be required to go back through the Planning Commission approval process.
- f. All storm sewers shall be plan and profiled meeting all city regulations and checklist items prior to approval of construction plans by the Engineering and Public Works Department.
- g. Erosion control measures meeting TDEC and all City regulations will be required to be provided prior to approval of construction plans by the Engineering and Public Works Departments.
- h. Water and sewer plan and profiles meeting TDEC and City regulations and checklists will be required prior to approval of construction plans by the Engineering and Utility Departments. All lines greater than 6" will be required to be profiled.
- i. No sewer and water hook ups shall be allowed until corresponding infrastructure is installed, tested, and accepted by the City
- j. All transportation pavement (typically called out as roadways and drives) meeting all requirements of the City will be required prior to approval of construction plans by the Engineering and Public Works Departments.
- k. A Fire Exhibit to show that the site meets the intent of the Fire Code Checklist, Engineering Checklist, and IFC must be provided.
- l. Driveway standard profile exhibit showing drive slopes and sidewalks meeting AASHTO and ADA standards to be provided.
- m. Site layout and design must be in compliance with the adopted floodplain ordinance. Site layout or lot count changes required to meet regulations will be reviewed by the City Planner or Development Director for determination if the project will be required to go back through the Planning Commission approval process. **Review of the flood study will be required to follow the process outlined in the emailed Floodplain Process Memorandum. Submittal and approval of a Floodplain Development Permit will be required prior to issuance of a grading permit.**
- n. Any additional requirements as determined during construction for the sole purpose of meeting public health, safety, and welfare as determined by the City Engineer, Development Director, and City Administrator will require field changes or site design revisions as necessary to fully address the concerns. Site layout or lot count changes required to meet public health, safety, and welfare will be reviewed by the Planning Director or Development Director for determination if the project will be required to go back through the Planning Commission approval process. The development representative will hold the right to go before the Planning Commission if resolutions to address concerns between staff and the development cannot be agreed upon.

The motion was seconded by Alderman Trent Linville. The motion to approve PPL 1428-2023 passed by a vote of 6-0.

- 7. **PPL 1429-2023:** Submitted by Ragan Smith for Arbor Valley Phase 5, located off of Beechcroft Road. The property is zoned R-2 PUD and contains approximately 8.26 acres. The applicant is requesting preliminary plat approval to create 24 lots. Submitted by Kevin Birdwell.

5/9

Alderman Matt Fitterer made a motion to approve PPL 1429-2023 with the Staff provided conditions of approval and findings of fact.

Planning:

- 9. Preliminary plat approval shall remain valid for a period of three (3) years, during which time the applicant/developer shall obtain all necessary permits, complete all applicable improvements, and submit final plat applications for review and approval.*
- 10. Modifications to the preliminary plat may require Planning Commission approval prior to submittal of a final plat application.*
- 11. The final plat will require all infrastructure improvements to be constructed or bonded in accordance with the UDC prior to recording of the Final Plat.*
- 12. The applicant must include the private amenity walking trails as approved in the 2019 Arbor Valley Master plan amendment. The planning commission authorize staff to coordinate the execution of this condition and the final plat may require adjustments. The walking trails may be moved within reason, however must generally comply with the sheet 4 of the 2019 Amendment 1 to the master development plan.*

Engineering:

- 3. The applicant must provide complete and sufficient information in the applicable design satisfactorily addressing the City Engineers comments before any permits or a pre-con meeting can occur. Any disagreement on information, design or accuracy of information between the City Engineer and applicant that cannot be resolved must be heard by the Planning Commission for a final determination.*
 - c. Record drawings of the development will be required prior to approval of the Final Plat for all installed infrastructure. Final Record drawing submittal is required prior to release of bonds and to include the full design set in both electronic files and hard copies. The electronic files must be geographically referenced to NAD83 and NAVD88 and provided in a format that can be integrated into the City GIS, and must meet all city requirements.*
 - d. A copy of the blasting permit approved by the County Fire Marshal will be required to be provided to the City (Engineering Department) a minimum of two (2) weeks prior to blasting activities.*
 - e. Detention basin inspection and maintenance/management plan that meets all UDC requirements, as listed in but not limited to Article 15.7, will be required prior to approval of construction plans by the Engineering and Public Works Departments and before a pre-construction meeting can be held.*
 - f. Final detention pond design and stormwater calculations meeting all requirements of the UDC, state, and federal regulations to be provided prior to approval of construction plans by the Engineering and Public Works Departments. Site layout or lot count changes required to meet regulations will be reviewed by the City Planner or Development Director for determination if the project will be required to go back through the Planning Commission approval process.*
 - g. All storm sewers shall be plan and profiled meeting all city regulations and checklist items prior to approval of construction plans by the Engineering and Public Works Department.*
 - h. Erosion control measures meeting TDEC and all City regulations will be required to be provided prior to approval of construction plans by the Engineering and Public Works Departments.*
 - i. Water and sewer plan and profiles meeting TDEC and City regulations and checklists will be required prior to approval of construction plans by the Engineering and Utility Departments. All lines greater than 6" will be required to be profiled.*
 - j. No sewer and water hook ups shall be allowed until corresponding infrastructure is installed, tested, and accepted by the City*
 - k. All transportation pavement (typically called out as roadways and drives) meeting all requirements of the City will be required prior to approval of construction plans by the Engineering and Public Works Departments.*
 - l. A Fire Exhibit to show that the site meets the intent of the Fire Code Checklist, Engineering Checklist, and IFC must be provided.*

6/9

- m. Driveway standard profile exhibit showing drive slopes and sidewalks meeting AASHTO and ADA standards to be provided.
- n. Site layout and design must be in compliance with the adopted floodplain ordinance. Site layout or lot count changes required to meet regulations will be reviewed by the City Planner or Development Director for determination if the project will be required to go back through the Planning Commission approval process. Review of the flood study will be required to follow the process outlined in the emailed Floodplain Process Memorandum. Submittal and approval of a Floodplain Development Permit will be required prior to issuance of a grading permit.
- o. Any additional requirements as determined during construction for the sole purpose of meeting public health, safety, and welfare as determined by the City Engineer, Development Director, and City Administrator will require field changes or site design revisions as necessary to fully address the concerns. Site layout or lot count changes required to meet public health, safety, and welfare will be reviewed by the Planning Director or Development Director for determination if the project will be required to go back through the Planning Commission approval process. The development representative will hold the right to go before the Planning Commission if resolutions to address concerns between staff and the development cannot be agreed upon.

The motion was seconded by Alderman Trent Linville. The motion to approve PPL 1429-2023 passed by a vote of 6-0.

8. **SPM 1433-2023:** Submitted by Pentagon Holdings for Port Royal Commercial Park, located at the corner of Derryberry Lane and Port Royal Road. The property is zoned C-4 contains approximately 18.34 acres. The applicant is requesting a major modification to modify the approved configuration of buildings, drive-aisles, and access. Requested by Blake Seeberger.

Alderman Matt Fitterer made a motion to approve SPM 1433-2023 with the Staff provided conditions of approval and findings of fact.

Alderman Trent Linville made a motion to suspend the rules to allow additional public comment. The motion was seconded by Commissioner Duda. The motion to suspend the rules to allow additional public comment passed 7-0.

Public comment:

Debbie Freeman, Meadowbrook spoke regarding the median.

Planning:

1. The final revised site plan and submittal material as approved by the Planning Commission must be provided to the Planning Department in a digital format prior to scheduling a pre-con meeting or applying for any permits. No trees or shrubs may be placed within the PUDE to avoid future conflicts with utilities.
2. All HVAC equipment shall be screened by raised parapets.
3. If approved, the "tuck-in parking" would also be approved as part of the site design.
4. Approval of this planned development will be valid and vesting in accordance with the vesting Table 13-2 from the date of Planning Commission approval. Modification to the approved Planned Development may require Planning Commission Approval.
5. The applicant is responsible for all conditions of the TIS.
6. The applicant is responsible for restriping Longhunter Chase.
7. The applicant is responsible for the removal of the median in long hunter chase west of the proposed access on Longhunter Chase. The applicant is responsible for getting permission from the HOA to remove the median and rectifying any irrigation and plantings located in the median that is to remain.

7/9

8. Approval of this site plan shall be valid for a period of three (3) years from the date of Planning Commission approval. Modification to the approved site plan may require Planning Commission Approval.
9. All rooftop equipment must be screened in accordance with the UDC.
10. The applicant is required to work with the Meadowbrook Subdivision to relocate the existing subdivision sign.
11. All previous condition of the Site Plan Approval from September 2022 is included with this approval unless modified with this list of conditions.
12. **The developer shall be responsible for an equitable share of a traffic signal at Derryberry and Port Royal Road. The developer cost share shall be 30 percent of the cost of the traffic signal. The design and components of the traffic signal shall be consistent with the City of Spring Hill Traffic Signal Specifications and shall follow TDOT and MUTCD standards. The applicant shall prepare a development agreement with the City of Spring Hill specifying the design and cost of the signal and their portion of the costs. The applicant must consult the city on the design specification. This agreement and payment must be accomplished prior to 50 percent build out of the development.**
13. **The Planning Commission approves a reduction of parking requirements based on the shared parking analysis as prepared by Corradino Group.**

Engineering:

1. The applicant must provide complete and sufficient information in the applicable design satisfactorily addressing the City Engineers comments before any permits or a pre-con meeting can occur. Any disagreement on information, design or accuracy of information between the City Engineer and applicant that cannot be resolved must be heard by the Planning Commission for a final determination.
 - a. Record drawings of the development will be required prior to approval of the Final Plat for all installed infrastructure. Final Record drawing submittal is required prior to release of bonds and to include the full design set in both electronic files and hard copies. The electronic files must be geographically referenced to NAD83 and NAVD88 and provided in a format that can be integrated into the City GIS, and must meet all city requirements.
 - b. A copy of the blasting permit approved by the County Fire Marshal will be required to be provided to the City (Engineering Department) a minimum of two (2) weeks prior to blasting activities.
 - c. Detention basin inspection and maintenance/management plan that meets all UDC requirements, as listed in but not limited to Article 15.7, will be required prior to approval of construction plans by the Engineering and Public Works Departments and before a pre-construction meeting can be held.
 - d. Final detention pond design and stormwater calculations meeting all requirements of the UDC, state, and federal regulations to be provided prior to approval of construction plans by the Engineering and Public Works Departments. Site layout or lot count changes required to meet regulations will be reviewed by the City Planner or Development Director for determination if the project will be required to go back through the Planning Commission approval process.
 - e. All storm sewers shall be plan and profiled meeting all city regulations and checklist items prior to approval of construction plans by the Engineering and Public Works Department. Extension of existing storm sewers may be required as determined necessary in final engineering review.
 - f. Erosion control measures meeting TDEC and all City regulations will be required to be provided prior to approval of construction plans by the Engineering and Public Works Departments.
 - g. Water and sewer plan and profiles meeting TDEC and City regulations and checklists will be required prior to approval of construction plans by the Engineering and Utility Departments. All lines greater than 6" will be required to be profiled. Sewer taps to existing sewer lines must be coordinated and approved by the City such to limit the number of taps.
 - h. No sewer and water hook ups shall be allowed until corresponding infrastructure is installed, tested, and accepted by the City.

8/9

- i. All transportation pavement (typically called out as roadways and drives) meeting all requirements of the City will be required prior to approval of construction plans by the Engineering and Public Works Departments.
- j. A Fire Exhibit to show that the site meets the intent of the Fire Code Checklist, Engineering Checklist, and IFC must be provided.
- k. Driveway standard profile exhibit showing drive slopes and sidewalks meeting AASHTO and ADA standards to be provided.
- l. Site layout and design must be in compliance with the adopted floodplain ordinance. Site layout or lot count changes required to meet regulations will be reviewed by the City Planner or Development Director for determination if the project will be required to go back through the Planning Commission approval process.
- m. Parking lot main drives must align such to prevent unsafe drive isles as identified in reviews with the City.
- n. Any additional requirements as determined during construction for the sole purpose of meeting public health, safety, and welfare as determined by the City Engineer, Development Director, and City Administrator will require field changes or site design revisions as necessary to fully address the concerns. Site layout or lot count changes required to meet public health, safety, and welfare will be reviewed by the Planning Director or Development Director for determination if the project will be required to go back through the Planning Commission approval process. The development representative will hold the right to go before the Planning Commission if resolutions to address concerns between staff and the development cannot be agreed upon.

The motion was seconded by Alderman Trent Linville. The motion to approve SPM 1433-2023 passed by a vote of 7-0.

K. OTHER BUSINESS

Peter, Hughes, Development Director about a Special Called Meeting August 28, 2023, 5:20pm prior to the Regular Planning Commission Meeting.

L. COMMISSION COMMENT

Pam Caskie, City Administrator, requested permission from the Planning Commission to allow Staff to approve administratively a Performance Bond regarding Wilkes Lane school turn lane.
Patrick Carter, City Attorney recommended they approve allowing the Planning Staff to approve the Bond.

M. STAFF COMMENT

Peter Hughes, Development Director, let the Planning Commission know that August 24,2023 is the last day for Planner Jake McQueen.

N. ADJOURN

Chairman Liz Droke adjourned the meeting at 6:45 pm.

x 

Liz Droke, Chairman

x 

Pete Hughes, P.C. Secretary

**SPRING HILL
MUNICIPAL BOARD OF ZONING APPEALS
REGULAR MEETING MINUTES
WEDNESDAY, JULY 18, 2023
5:30 PM**

A. CALL TO ORDER

Chairman Terry Cantrell called the meeting to order at 5:31 PM.

B. ROLL CALL

Members present for the Meeting were: Chairman - Terry Cantrell, Vice Chairman - Rob Roten, Mayor - Jim Hagaman, Board Member - Dan Anderson. Board Member - Brandon McCulloch was absent.

Staff present: City Attorney – Josh Hogan, Associate Planner-Jake McQueen, City Planner – Austin Brass and Planning Tech–Lucretia Sappington.

C. GENERAL ANNOUNCEMENT - *The procedural rules for public comment will be as follows: The items will be taken in the order of the agenda. Audience members wishing to speak in regards to an agenda item must be recognized by the Chairman and will have five minutes to address the Board of Zoning Appeals. No rebuttal remarks will be allowed. Public Comment has also been provided through the BOZAPublicComment@springhilltn.org email address.*

D. PUBLIC COMMENT (NON-AGENDA ITEMS)

E. APPROVAL OF THE JUNE 21, 2023 BOARD OF ZONING APPEALS MEETING MINUTES

Mayor Jim Hagaman made a motion to approve the June 21, 2023 Meeting Minutes as written. Motion seconded by Rob Roten. Motion to approve the June 21, 2023, Meeting Minutes passed 4-0.

F. OLD BUSINESS

G. NEW BUSINESS

1. **BZA 1441-2023:** Submitted by Jackie Pitchford-Nolan, representing Commercial Business. The property is located at 308 Beechcroft Rd, and is zoned C-D-C. The site contains approximately 0.265 acres. The applicant is requesting a variance to allow parking in the front of the building.

Mayor Jim Hagaman made a motion to deny BZA 1441-2023 request based on the findings of fact and conclusions of law based on recommendations of Staff.

Chairman Terry Cantrell recused himself from voting.

Motion seconded by Dan Anderson. Motion to deny BZA 1418-2023 passed 3-0-1.

2. **BZA 1442-2023:** Submitted by Austin Mays, Phillips Builders. The property is located at 212 Phillips Bend, and is zoned PUD. The site contains approximately .37 acres. The applicant is requesting a variance for encroachment into the setback.

*BZA Minutes 7-18-2023
Page 1|2*

Mayor Jim Hagaman made a motion to approve BZA 1442-2023 in accordance of the findings of fact and conclusions of law which includes the three conditions of approval.

1. Substantial consistency with the plans submitted and encroachment shown.
2. Subject to homeowner's association approval as may be required for Harvest Point Subdivision.
3. Per Section 13.4G of the Unified Development Code, an approved variance will expire one year from the date of approval unless a site plan review application has been submitted or, where site plan review is not required, a building permit is obtained. The Board of Zoning Appeals may grant an extension for a period of validity for no longer than an additional 6 months, so long as the applicant applies in writing for an extension of time at any time before the date of expiration. No public hearing is required for approval of such extension of time.

Motion seconded by Rob Roten. Motion to approve BZA 1442-2023 passed 4-0.

3. BZA 1444-2023: Submitted by Robert & Kelley Buckley. The property is located at 4002 Karissa Court, and is zoned R-2. The site contains approximately .3 acres. The applicant is requesting a variance to allow for building an addition into the setback.

Mayor Jim Hagaman made a motion to approve BZA 1444-2023 in accordance with the findings of fact and conclusions of law which includes the four conditions of approval outlined in the Staff Report and two additional conditions provided by the Planning Commission.

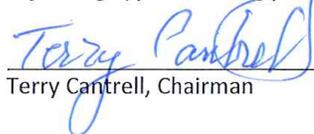
1. Per Section 13.4G of the Unified Development Code, an approved variance will expire one year from the date of approval unless a site plan review application has been submitted or, where site plan review is not required, a building permit is obtained. The Board of Zoning Appeals may grant an extension for a period of validity for no longer than an additional 6 months, so long as the applicant applies in writing for an extension of time at any time before the date of expiration. No public hearing is required for approval of such extension of time.
2. The applicant must apply for permits prior to the construction of the addition.
3. The addition must be reasonably consistent with the approved BZA application.
4. The addition must be reasonably consistent with the materials used on the existing structure, and must meet the requirements of the R-2 zone as stated in article 4 of the UDC.
5. Written certification by Civil Engineer that no new drainage issue will be created by the addition.
6. That all HOA approvals be met.

Motion seconded by Rob Roten. Motion to approve variance BZA 1444-2023 passed 4-0.

H. OTHER BUSINESS

ADJOURN

Rob Roten made a motion to adjourn. Motion seconded by Dan Anderson. Motion to adjourn the July 18, 2023 Board of Zoning Appeals meeting passed 4-0. Meeting adjourned at 6:13 PM.


Terry Cantrell, Chairman

BZA Minutes 7-18-2023
Page 2|2



Historic Commission

August 10, 2023



Committee Attendance: Alicia Fitts, Tom Powers, David Huebner, Wanda Guy, Will Pomeroy

Peter Hughes, Dana Juriew, Andy Meldrum, Roozbeh Kahvaz, Kevin Patel, Ben Schaedle

Call to order 6:00

Minutes approved

Agenda: Add sign plaques under Project Review and Updates

Formal acknowledgement of Bill Benedict's service on Historic Commission.

New member Professor Emeritus Tom Powers

Item #2: Kedron Square Update & Discussion

Ben Schaedle of Chartwell Residential Developers discussed Kedron Square Phase 2 includes Ferguson Hall and campus. Interested in telling stories of Ferguson Hall and Children's Home, Hughes House, as well as the Spring House.

Lake will have park and pavilion for concerts, farmer's markets, artesian well, etc. Pocket park with unpaved trail near cemetery.

Will handle historic findings appropriately. Have searched for depressions where graves might be, nearest the cemetery. If human remains are found, will notify all proper authorities.

Improving School Street, adding three feet. Four way stop. Roundabout planned at terminus off Kedron Square Blvd at Ferguson Street, but may turn into four way stop. First Presbyterian Church's purview.

Use of Ferguson Hall still uncertain. Historic signage to be completed by subject experts. Chartwell has consulted with Eric Jacobson of Battle of Franklin Trust.

Item #3: New Business

Andy Meldrum, Meldrum Advisors 720 Beechcroft near Columbia Academy

Mixed use retail, gas station and convenience store with drive through for pick-up, but no order board. Eight buildings: doctors, day care, pharmacy, etc. Treeline to be preserved.

Roozbeh Kahvaz, TNG Contractors, Kevin Patel, Owner, Battleground Market Historical plaque sign is holding up certificate of occupancy. Vice Mayor Pomeroy will draft some text for the sign in the next couple of weeks.

Election of Officers

Treasurer: David Huebner unanimous

Defer Chair and Vice Chair

HC Outreach – Tom Powers

Experience Spring Hill (June 22), Main Street Franklin (probably April 20-21)

Distribution to chair and vice chair, then communique distributed to the committee at next meeting.

Item #4 Old Business

Project Review

Alicia: Will get driving tour up to speed, Speaker Series update on Benny Jett's Road Signs program.

Wanda: St. Mark's 501(c)(3) grant writer, GM Management Black Caucus involvement

Pomeroy made a motion to increase sign plaque amount to \$8374. Guy seconded. Unanimous.

Library update: Leaving Arcadia in favor of self-publishing due to lack of original images required by publisher.

Heart for History Award nominations for Fall. Suggestions of library history group, Naomi Derryberry, Mike Hoover.

Rippa Villa roof progress. Process still has not begun.

Mike Hoover reworked the CWT sign for the Historic Spring Hill Cemetery to include the community members buried there as well as the Confederate soldiers.

Powers moved to defer the wording on the cemetery sign to the next meeting. Huebner seconded. Unanimous.

Item #5: Round Table

Fitts will represent the Historic Commission at the Town Center Redevelopment Committee.

Plaques for Historically Significant sites should be presented by Mayor.

Sarah Elizabeth McLeod requests a support letter from the Historic Commission for Doug Lackey's application for funding for White Hall.

Juriew to link background information from Sharepoint to Historically Significant sites.

Pomeroy will research the area around 720 Beechcroft to see if anything historically significant occurred there.

Adjourn

Minutes of the Spring Hill Library Board of Trustees
July 11, 2023

Meeting called to order by: Chairman Brandon McCulloch

Members: Brandon McCulloch, Gail Adkins, Tara Ebert, Alicia Fitts, Bill Luttmann, John Canepari

Others in attendance: Dana Juriew, Amber halter, Anne Osborne, Naomi Derryberry, Tony Tolstedt, and Ann Lovell, a visitor interested in possibly running for LBOT.

Agenda

Call to Order at 6:02 p.m. by Brandon McCulloch

Stipulation of LBOT Members Present: Dee Neuman absent

General Announcement

The procedural rules for public comment will be as follows: Items are taken in order of the agenda. Audience members wishing to speak must be recognized by the Chairman and will have five minutes to address the Library Board of Trustees. No rebuttal remarks are permitted.

Public Comments: None

Consent Agenda

Approval of Agenda: Alicia Fitts moves to approve, Seconded by Bill Luttmann

Approval of Minutes: Alicia Fitts moves to approve, Seconded by Brandon McCulloch

Reports

Director's Report: Dana Juriew

Budget - Proposed FY23-24 budget passed final reading, and Maintenance of Effort is met with Williamson County giving an additional \$2,500 over last year. Staff received a 5% raise. Library spent 98.31% of last budget. BOMA has approved new budgeting software purchase for early next year.

Staffing - Janet Mezzatesta joined the staff in Library Technician I part-time position.

Programming and Outreach: Summer Reading wrapped up July 8 with a record total of 1489 registered and 776 completing the program. MTSU Library Science intern, Payton Wilson was a great help. Library/FOL/Historic Commission Speaker Series going great. Sixty people attended the UT "Experiment Station" lecture and tour.

Jessica and Dana represented the library at Experience Spring Hill along with FOL members Linda Fields, Lynn Krisinger and Char Robertson.

Marsha Gallardo is featured on the cover and is the main story in July's Spring Hill Focus magazine.

Special Thanks - Dana said a fond farewell and thank you to Brandon McCulloch and Gail Adkins. State law now limits LBOT members to two consecutive 3 year terms.

Buffalo River Report: Tri-Regional Trustee Workshop set for Sept. 12. Funds from state will be delayed until September or later due to some revisions I the Library Service Agreement.

FOL Report: Will have 2 book sales in July, pop-up books and regular sale. Thanked community for support by way of donations and buying. Pavers – may add a military section. Thank you to Riverbend and Home Depot for the live flowers around pavers. Will hold a Flea Market in the spring. Updating the by-laws.

New Business: None

Citizen Surveys Update by Amber Halter: 175 responded and contacted BOMA members. Big Likes: Staff, programs, services, ILL service, and FOL Booksales.. Improvements suggested: More space, new facility!

FY 23-24 Budget: City gave library \$100,000 for maintenance in lieu of new library. Library gave back \$16,000. Painted building, but could find no one to stripe the parking lot.

Other Business: None

Public Comments: None

Next Meeting: September 12, 2023 @ 6:00 p.m. These is a conflict with the TN Trustee Workshop, so a new date was suggested, but after discussion Alicia moved to keep the regular date and Bill seconded. Passed unanimously.

Last words from Brandon McCulloch -- "Take care of your director. You selected him/her be a cheerleader. Be an advocate for the Library. We do more per capita/per staff than Brentwood"!!!

Motion to adjourn made by Bill Luttmann and seconded by Alicia Fitts. Adjourned at -----

RESOLUTION 23-178

A RESOLUTION AFFIRMING HARVEST POINT HAS SATISFIED THE REQUIREMENTS OF CONDITION F IN ORDINANCE 16-12

WHEREAS, the City of Spring Hill approved Ordinance 16-12 in 2016 with conditions;
and

WHEREAS, condition F in Ordinance 16-12 reads as “Off-site improvements to Beechcroft Road, in accordance with the traffic impact study, shall be evaluated at 50% buildout of the project”; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen (“BOMA”) affirms that Harvest Point has satisfied the requirements of Condition F in Ordinance 16-12.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 9th day of September, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 23-178*
SUBMITTED BY: Peter Hughes, Development Services Director
DATE: September 5, 2023
RE: To affirm Harvest Point has met the requirements of the conditions of 16-12, specifically item F.
ATTACHMENTS: Harvest Point Ordinance 16-12
Kelly Beasley/Harvest Point Summary

PURPOSE:

The purpose of this resolution is to approve that Harvest Point Development has satisfied the requirements of the condition F of Ordinance 16-12.

BACKGROUND:

In 2016 the Plan Unit Development for Harvest Point was approved by BOMA. Ordinance 16-12 contained the following condition:

“Off-site improvements to Beechcroft Road, in accordance with the traffic impact study, shall be evaluated at 50% buildout of the project”

The building and codes department is closing in on the issuance of 50% of the entitled Certificate of Occupancies for Harvest Point. The original TIS recommendation was harvest point to improve Beechcroft road from their property frontage to the intersection of Beechcroft and Cleburne. The improvement called for the addition of a 4' shoulder and the addition of 1' of lane width.

Since 2016, multiple developments have been approved along that stretch of roadway and those developments were not required to improve their Beechcroft Road frontage. Harvest Point has assessed the current conditions and reviewed them with staff. Staff believes that implementing a condition on a development to improve other development's frontage at this time is not appropriate.

STAFF RECOMMENDATION:

Staff recommends approval of the Harvest Point request and that they be required to only improve their road frontage in accordance with the Harvest Point TIS.

HARVEST POINT

To: Spring Hill Board of Mayor and Alderman

RE: Harvest Point Ordinance 16-12
CKP Development & CKPB Partners, LLC

September 12, 2023

To whom it may concern,

Pursuant to Ordinance 16-12 for PUD entitlement for Harvest Point, it was listed in line F,

Off-site improvements to Beechcroft Road, in accordance with the traffic impact study, shall be evaluated at 50% buildout of the project.

Harvest Point has now built out to 50%, and the applicant requests this item to be addressed. The improvement is to widen each lane by 1' from project site to the intersection of Beechcroft and Cleburne.

In the BOMA approval packet dated July 18, 2016, and also listed in the Final PUD document, the following language is provided:

...these additional improvements be re-evaluated at the 50% build out level in order to account for an equitable distribution of area-wide roadway improvements amongst other properties developing within this area. ...it is the overall intent that properties improve their roadway frontage on these streets as they develop... these developments shall be responsible for their respective portion of the widening and signalization improvements.

The attached exhibit shows the parcels that have developed in this corridor. All but 15% of the roadway frontage has been developed after Harvest Point was approved with the aforementioned language, and none of these projects were required to widen their frontages or any other areas. The applicant requests that the Board of Mayor and Aldermen affirm that Harvest Point has satisfied condition F of Ordinance 16-12.

Respectfully,



Kelly Beasley
Partner, Harvest Point



Remote Attachment:

[Link: Ordinance 16-12 \(https://pla ... 49907b2bcd805cf26510513f2d57.pdf\) \(LINK\)](https://pla...49907b2bcd805cf26510513f2d57.pdf)

RESOLUTION 23-180

A RESOLUTION TO APPROVE RENEWAL OF PROFESSIONAL SERVICES AGREEMENT WITH THE CORRADINO GROUP FOR ON-CALL TRAFFIC ENGINEERING SERVICES

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen previously identified and approved the need for on-call traffic engineering services related to the review and preparation of traffic studies, providing and reviewing traffic signal timing, and assisting with any additional traffic related engineering projects on an as-needed basis by resolution 21-166. The Professional Agreement was for a two (2) year team with the option to renew for two additional one-year periods if both parties agree; and

WHEREAS, the City Staff recommends the renewal of the Professional Services Agreement with the Corradino Group for on-call engineering services for a one-year period with the option to renew for an additional one-year period if both parties agree; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, approves the renewal of the Professional Services Agreement with the Corradino Group for on-call traffic engineering services.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of September, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: **Approval of Resolution 23-180**

SUBMITTED BY: Tyler Scroggins, Public Works Director
 Peter Hughes, Development Services Director

DATE: September 5, 2023

RE: To authorize the renewal of the Professional Services Agreement with the Corradino Group for on-call traffic engineering services

ATTACHMENTS: Contract

PURPOSE:

The purpose of this resolution is to approve the renewal of the Professional Services Agreement with the Corradino Group to be used as an outside consultant when needed for on-call traffic engineering services.

BACKGROUND:

The city's existing contract for professional on-call traffic engineering services expire on September 21, 2023. Resolution 21-166 approved the Professional Services Agreement with Corradino Group for a period of two-years with the option to renew for two additional one-year periods if both parties agree. Both parties have agreed to an additional one-year renewal.

STAFF RECOMMENDATION:

Staff recommends the renewal of the Professional Services Agreement with Corradino Group for on-call traffic engineering services.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF SPRING HILL, TENNESSEE
AND THE CORRADINO GROUP, INC.**

THIS AGREEMENT is renewed this the ____ day of _____, 2023, by and between **CITY OF SPRING HILL, TENNESSEE** (hereinafter “City”), and The Corradino Group, Inc. (hereinafter “Consultant”).

WITNESSETH:

WHEREAS, the City has determined to enter into an agreement with a consulting firm to assist with on-call traffic engineering services on as-needed basis; and

WHEREAS, the City submits that it has the authority to contract with Consultant to provide professional services for the work desired by the City; and

WHEREAS, by renewing this Agreement, Consultant affirms that it has extensive experience in traffic engineering for the City of Spring Hill providing such services in a professional manner in accordance with the terms and conditions of this Agreement as well as the standard of care practiced by other consultants and professionals performing similar services within the industry.

NOW, THEREFORE, in consideration of the premises and recitals hereinabove set forth, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the City and Consultant agree as follows:

ARTICLE 1 - SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

1. Consultant shall perform all necessary professional services in a satisfactory and proper manner, consistent with the City’s requirements for the Project and by reference made a part hereof, including, but not be limited to, the following:

- Analysis of corridors for traffic improvement recommendations (traffic calming evaluations and recommendations)

The City currently has several major corridors that are in need of traffic calming evaluations and recommendations. The Consultant will be responsible for any traffic studies needed, review of data, evaluation of data and recommendations to be presented to the City TAC, BOMA and/or HOA.

- Review and/or preparation of Traffic Impact Studies ("TIS") for development applications (to include data collection, criteria, review and evaluation summary to identify developer obligations for project approval and will be included with staff reports for the applicable development)

When City staff determines a TIS is required for a development application, the Consultant will meet with the development team to initiate the project and formulate a clear understanding of the project requirements (scope, schedule, communication protocol and cost of services). The development team's traffic engineer or the City's selected traffic Consultant will prepare a Memorandum of Understanding (MOU) based on the initial meeting. Additional meetings, as needed, may be held with the City staff and/or development team at which the Consultant will provide the recommendation from the TIS review for inclusion into the City's staff report. Project meetings will be held at City offices or another location agreed upon by all parties. The development team's traffic engineer or the City's traffic Consultant will prepare agendas for and schedule all meetings. The City's traffic Consultant may be asked to attend City Planning Commission and/or Board of Mayor and Aldermen meetings when the project is up for approval.

The developer will be required to utilize the City's traffic Consultant as a third party reviewer for any needed TIS. Additionally, the City reserves the right to require the TIS be completed by the City's traffic Consultant if the City deems the development may be controversial or determined it is in the best interest of the City. Payments will be made directly from the developer to the Consultant for services rendered and the City shall have no responsibility or liability therefore to the Consultant in the event of Developer non-payment to the Consultant. Final approval of development applications may be delayed until payment for the TIS has been made.

- Performing traffic data collection
- Conducting traffic signal timing studies
- Other municipal traffic related services

2. All documents prepared by Consultant that form a part of the services rendered hereunder shall, upon completion of the exhibits, calculations, draft reports, presentation material, etc. will become the property of the City. Such documents shall not be used by either party on any other project, except as reference materials.

3. The City will furnish all information, data, reports and maps as are existing and identified by Consultant as necessary for carrying out the work that are available to the City without cost to Consultant.

ARTICLE 2 – CITY'S RESPONSIBILITIES

The City will provide to Consultant all criteria and full information as to the Project's requirements, and shall furnish the following:

1. Provide Consultant with all known available information that is pertinent to the Project.
2. Meet with Consultant for ongoing discussions to assist in directing the consultant.
3. Give thorough consideration to all reports, exhibits or technical memorandums and other documents presented by Consultant and inform Consultant of all decisions within a reasonable time so as not to delay the work of Consultant (i.e. furnish approval or instructions for change).
4. Promptly schedule all required special meetings, serve all public and private notices, receive and act upon all protests.
5. Designate, in writing, a single person to act as Consultant point of contact with the City. The contact person for the City of Spring Hill will be [Insert name and position].
6. Give prompt written notice to Consultant when it is known that either the Project criteria or conditions have changed, or there is reason to believe Consultant work is deficient in intent or technical content.

ARTICLE 3 - TERM

1. The original term of this agreement was for a period of two (2) years from September 22, 2021 through September 22, 2023 with the option to extend this agreement in writing pursuant to Article 9 herein, as agreed upon by the parties for two (12) month periods.
2. The parties have agreed to a 12-month extension of this agreement from September 18, 2023 through September 18, 2024 with the option to extend this Agreement in writing, pursuant to Article 9 herein, as agreed upon by the parties for one additional (12) month period.

ARTICLE 4 - FEES

1. In consideration of the performance of services rendered under this Contract, Consultant shall be compensated for services performed in accordance with the cost proposal submitted by the Consultant.
2. Invoices shall be submitted by Consultant to the City in monthly statements for services rendered, if any. The statements shall be based on percent completion of the lump sum amount, and incurred expenses. Each individual invoice shall be due and payable thirty (30) days after receipt.
3. If the City disputes any portion of Consultant invoices, the undisputed portion will be paid by the City, and Consultant will be notified in writing within ten (10) days of receipt of the exceptions taken to such invoice. The City and Consultant will attempt to resolve any payment dispute within sixty (60) days, and both parties agree that no action for collection thereon shall be filed within this time period.

ARTICLE 5 – NOTICE

All notices, certificates or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Consultant: Attn: Gerald Bolden
 Vice President
 377 Riverside Drive, Suite 410
 Franklin, TN 37064

If to City: Attn: Pamela S. Caskie
 Title: City Administrator
 199 Town Center Parkway
 Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.
 City Attorney
 P.O. Box 1431
 Columbia, TN 38402-1431

ARTICLE 6 - TERMINATION

1. This Agreement may be terminated by either party upon thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms outlined herein through no fault of the party initiating the termination.

2. This Agreement may be terminated by Consultant in the event that the City permanently abandons the Project.

3. In the event of termination by either party, Consultant shall be compensated for all services performed prior to the termination date.

ARTICLE 7 - DISPUTE RESOLUTION AND GOVERNING LAW

1. The City and Consultant shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if an informal resolution cannot be achieved, the parties shall submit the matter to a mutually agreed upon mediator in an attempt to resolve the dispute through the mediation process. Such mediation process shall be initiated by a request in writing by either party.

2. The mediation provision can be waived by the mutual consent of the parties or by either party if such party's right would be irrevocably prejudiced by a delay in initiating a legal proceeding.

3. Governing Law, Venue and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue and jurisdiction for any dispute arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

ARTICLE 8 – BREACH

1. The term “breach of agreement” specifically includes, but is not limited to, failure to comply with any applicable federal, state or local laws or regulations.

2. One or more waivers of breach of any provision of this Agreement by any party shall not be construed as a waiver of subsequent breach of the same provision, nor shall it be considered a waiver of any other then existing or subsequent breach of a different provision.

3. The substantially prevailing party in any legal proceeding hereunder by and between the parties shall be entitled to their reasonable attorney’s fees and court costs incurred in said legal proceeding.

ARTICLE 9 - MODIFICATION

This Agreement shall not be modified unless such modifications are evidenced in writing in the form of a written Amendment, which is signed by both the City and Consultant. Should any changes in the design of the Project be necessary, the City’s designee shall report such change to Consultant in writing. If the City determines that any changes in work are necessary to complete the Project, then Consultant shall be allowed compensation based upon the original contract terms, including the additional work in the overall cost of the construction of the Project.

ARTICLE 10 - INDEMNITY AND HOLD HARMLESS

1. City shall agree to indemnify and hold Consultant, its officers, agents and/or employees, harmless from and against any and all lawsuits, damages and expenses, including court costs and attorneys’ fees, by reason of any claim and/or liability imposed, claimed and/or threatened against the City, its officials, agents and/or employees, for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of the City, its agents, employees, or any other entity for which the City may be found to be legally liable. This provision shall survive the completion of all services, obligation and duties provided pursuant to the Project, or the termination of this Agreement for any reason.

2. Consultant shall agree to indemnify and hold the City, its officers, agents and/or employees, harmless from and against any and all lawsuits, damages and expenses, including court costs and attorneys’ fees, by reason of any claim and/or liability imposed, claimed and/or threatened against Consultant, its officials, agents and/or employees, for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death and/or property

damages are attributable to the negligence of Consultant, its agents, employees, or any other entity for which Consultant may be found to be legally liable. This provision shall survive the completion of all services, obligation and duties provided pursuant to the Project, or the termination of this Agreement for any reason.

ARTICLE 11 – INSURANCE

Consultant shall maintain, during the term of this Agreement, or any extension hereof, the following insurance policy, written by an insurance company authorized to do business within the State of Tennessee, and furnish City, in duplicate, Certificates of Insurance as evidence thereof:

1. Worker's Compensation: Providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of the statutory limit for each occurrence.
2. Comprehensive (Commercial) General Liability Insurance: Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000.00 for each occurrence.
3. Automobile (Business) Liability Insurance: Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000.00 for each occurrence, \$1,000,000.00 aggregate.
4. Professional Liability Insurance: Professional liability insurance covering claims arising from errors, omissions or negligent acts committed in the performance of professional services under this Agreement with limits of \$1,000,000.00.

ARTICLE 12 - SEVERABILITY

In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

ARTICLE 13 - BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective heirs, administrators, successors and assigns.

ARTICLE 14 - INDEPENDENT CONTRACTOR RELATIONSHIP

It is specifically understood that Consultant relationship with City shall be that of independent contractor and Consultant shall in no sense be considered an agent or employee of City, nor shall Consultant be, as a result of the relationship established by this Agreement, entitled to or eligible to participate in any benefits or privileges extended or given by City to its employees, notwithstanding this Agreement.

ARTICLES 15 - HEADINGS AND EXHIBITS

The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

ARTICLE 16 - FORCE MAJEURE

Consultant shall not be liable to City or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond Consultant reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Consultant and unusually severe weather. Consultant agrees to notify City of the existence and nature of any delay.

ARTICLE 17 - ENTIRE AGREEMENT

This Agreement and accompanying documents contain the entire agreement between the parties with respect to the subject matter hereof and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are superseded hereby.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed by its authorized representative, and Consultant has caused this Agreement to be signed in its corporate name by its authorized representative as of the day and year first written above.

CITY OF SPRING HILL, TENNESSEE

By: _____
Jim Hagaman, Mayor

The Corradino Group, Inc.

By: Gerald Bolden

Gerald Bolden
(Print Name)

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS · PLANNERS · PROGRAM MANAGERS · ENVIRONMENTAL SCIENTISTS

September 1, 2023

Mr. Peter Hughes
Development Director
City of Spring Hill
PO Box 789
Spring Hill, TN 37174

**RE: Spring Hill On-Call Traffic Engineering Services
Contract Extension and 2023 Classification Rate Schedule**

Dear Mr. Hughes:

Per the City’s request, The Corradino Group, Inc. (Corradino) is providing this letter as notification of our agreement to the extension of the On-call Traffic Engineering Services contract as outlined in the original contract and Resolution 21-166. Additionally, in the original contract a 2021 Classification Rate Schedule was provided and has been utilized for the previous two years of the contract. We are requesting consideration for an amended Classification Rate Schedule for the remaining term of the contract.

2023 CLASSIFICATION HOURLY RATE SCHEDULE

Principal	\$265.00
Project Manager	\$230.00
Senior ITS Engineer	\$235.00
Senior Design Engineer.....	\$215.00
Staff Engineer.....	\$145.00
Engineer Intern.....	\$110.00
Senior Planner	\$145.00
Staff Planner.....	\$115.00
Travel Demand Modeler	\$150.00
Data Collector	\$ 85.00
Designer	\$105.00
Construction Manager.....	\$195.00
Inspector.....	\$105.00
Administrative.....	\$ 70.00

We are excited for the opportunity to continue to provide these services to the City and be able to work as an extension of the City staff. Should you have any questions or would like to discuss, please contact me at 615-406-8707 or gbolden@corradino.com.

Sincerely,
THE CORRADINO GROUP, INC.



Gerald Bolden, PE, PTOE
Vice President

Cc: File

377 RIVERSIDE DRIVE · SUITE 410
FRANKLIN, TN 37064
WWW.CORRADINO.COM

RESOLUTION 23-181

A RESOLUTION TO AUTHORIZE STREETS REPAVING UNDER THE ANNUAL CONTRACTS FOR FY 2024

WHEREAS, the City of Spring Hill Board of Mayor and Alderman previously approved the selection of Rogers Group for the annual asphalt paving contract; and

WHEREAS, City staff recommends the following streets be repaved as needed under FY 2024 budget year, paid from the budgeted funds in State Street Aid Fund (\$708,629.28) and the General Fund (\$2,000,000.00) which includes a 10% contingency in the amount of \$431,614.07 for a grand total of \$2,708,629.28; and

Picketts Ridge – repaving (est.)	\$ 454,051.25
Haynes Crossings – repaving (est.)	\$ 622,988.75
Wyngate – repaving (est.)	\$ 137,504.00
Cameron Farms – repaving (est.)	\$ 186,722.25
Cochran Trace – repaving (est.)	\$ 223,662.25
Hurt Road – repaving (est.)	\$ 124,633.75
Burtonwood – repaving (est.)	\$ 78,172.75
Candlewood – repaving (est.)	\$ 244,683.25
Belshire – repaving (est.)	\$ 167,907.50
Baker Springs – repaving (est.)	\$ 222,064.50
TOTAL	\$2,462,390.25
10% - Contingency	\$ 246,239.03
GRAND TOTAL	\$2,708,629.28

WHEREAS, the repaving expenses will be paid from State Street Aid and General Fund budgeted funds and remaining budgeted funds will be used for miscellaneous street repairs as needed; and

WHEREAS, City staff has presented and received a favorable recommendation from the City’s Transportation Advisory Committee on September 18, 2023.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, authorizes streets repaving, as detailed, under the annual paving contract Rogers Group for FY 2024 and approves Resolution 23-xx.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of September, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: **Approval of Resolution 23-181, FY24 paving projects**
SUBMITTED BY: Tyler Scroggins, Public Works Director
DATE: September 18, 2023
RE: FY24 Paving Project
Attachments: Quote and Maps

BACKGROUND:

Public Works staff has conducted a physical inspection of the streets within the city limits. The asphalt topping was scored in one of five categories: very poor, poor, fair, good and very good. Priority for repaving is generally focused on the very poor and/or the poor category.

Based on that analysis, the condition of the streets are poor.

Staff proposes the following streets be paved in FY2023-2024 utilizing Rogers Group (currently under an asphalt contract with the city).

Picketts Ridge – repaving (est.)	\$ 454,051.25
Haynes Crossings – repaving (est.)	\$ 622,988.75
Wyngate – repaving (est.)	\$ 137,504.00
Cameron Farms – repaving (est.)	\$ 186,722.25
Cochran Trace – repaving (est.)	\$ 223,662.25
Hurt Road – repaving (est.)	\$ 124,633.75
Burtonwood – repaving (est.)	\$ 78,172.75
Candlewood – repaving (est.)	\$ 244,683.25
Belshire – repaving (est.)	\$ 167,907.50
Baker Springs – repaving (est.)	\$ 222,064.50
TOTAL	\$2,462,390.25
10% - Contingency	\$ 246,239.03
GRAND TOTAL	\$2,708,629.28

Any remaining funds will be used for miscellaneous paving projects that need to be repaired throughout FY2023-2024.



FINANCIAL IMPACT:

A total of \$708,629.28 is budgeted for paving in State Street Aid (121-43190-52681) and \$2,000,000.00 in General Fund (110-43110-52681).

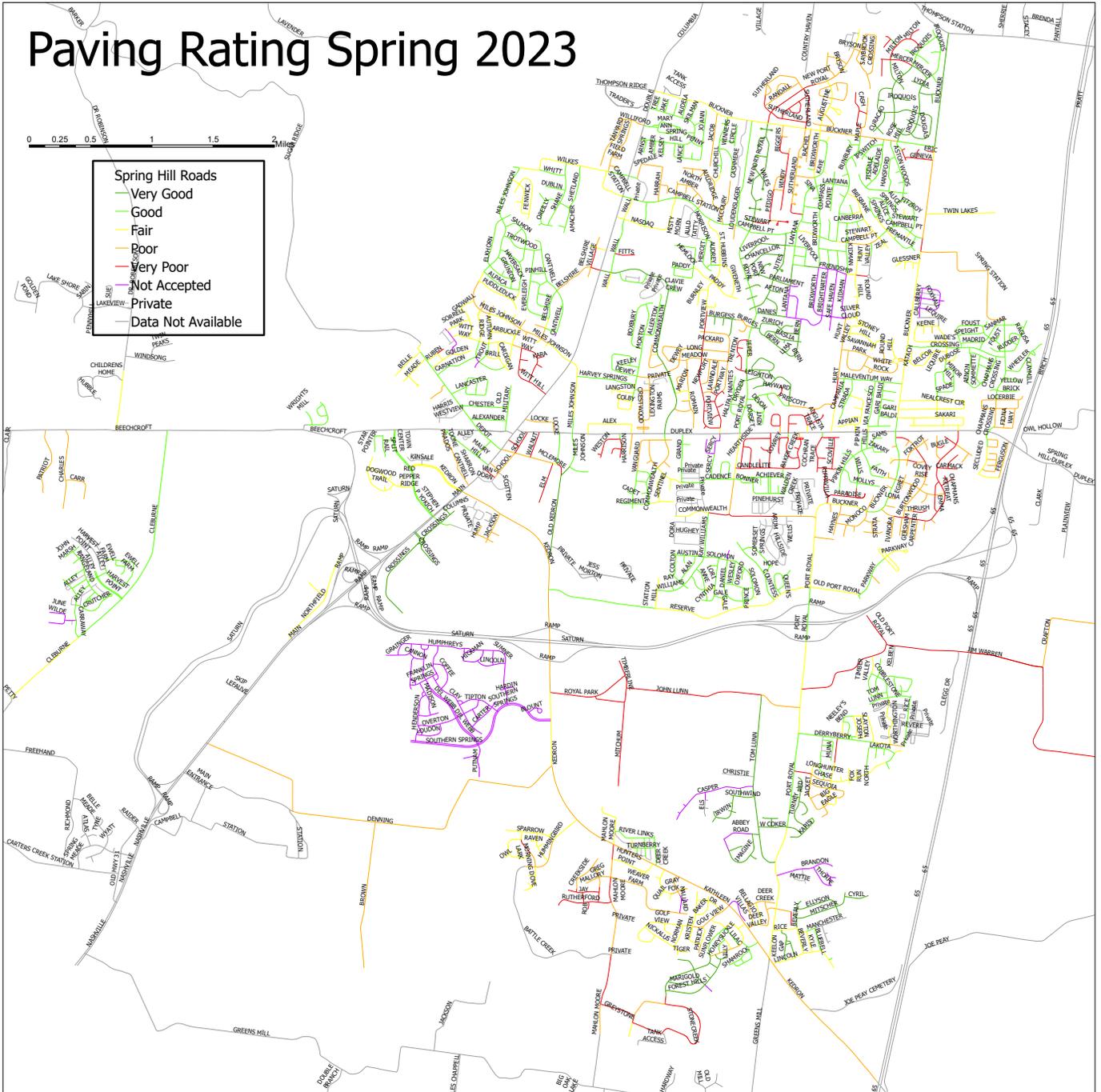
STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-181 for the proposed paving projects for FY 24, as recommended by the City's TAC on September 18, 2023.

Paving Rating Spring 2023

0 0.25 0.5 1 1.5 2 Miles

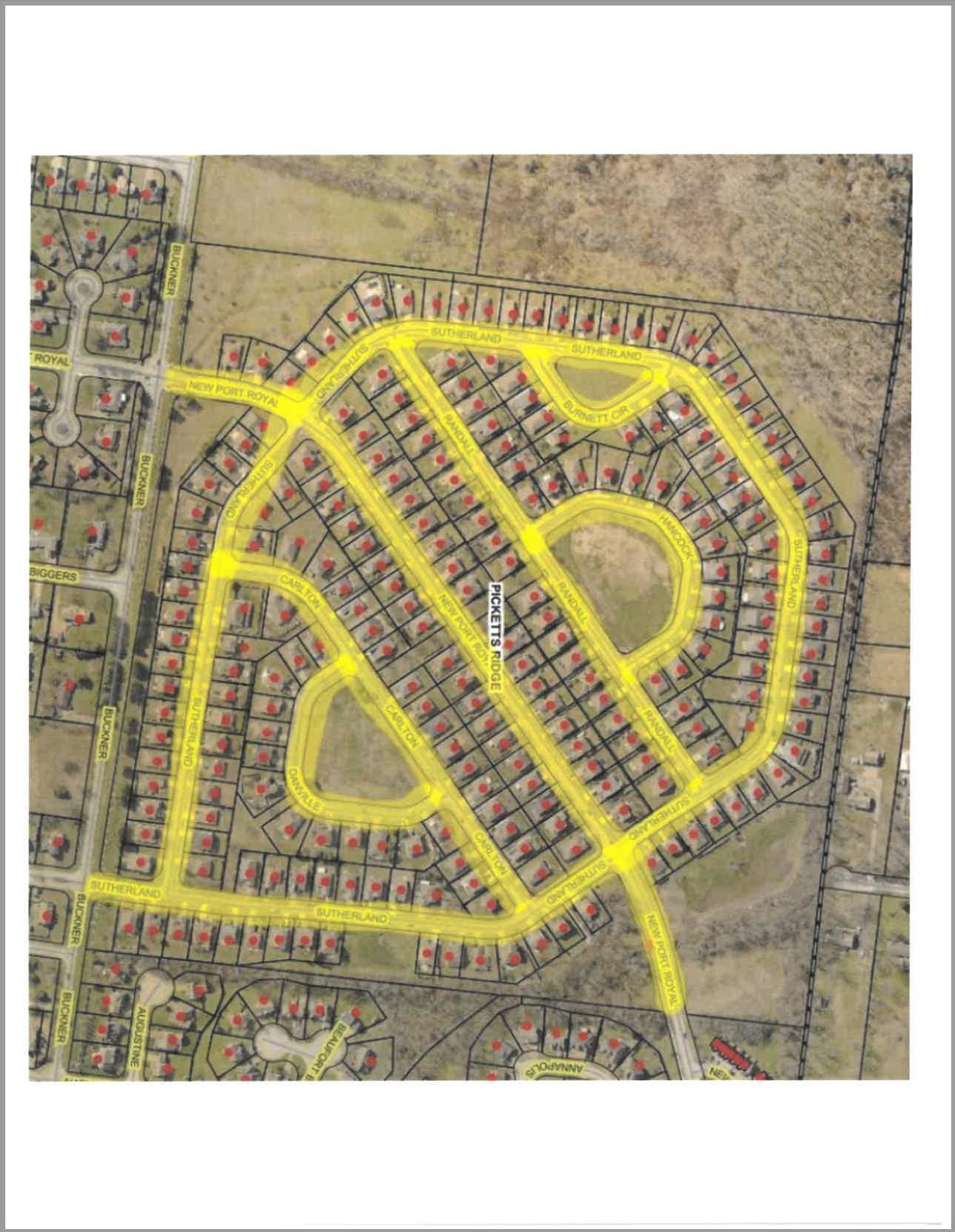
- Spring Hill Roads
- Very Good
- Good
- Fair
- Poor
- Very Poor
- Not Accepted
- Private
- Data Not Available



		09/07/2023		15:48					
		STN230214		Spring Hill City Streets 2024					
		*** Alexander Jones							
<u>BidItem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>			
1010	CASTING ADJUSTMENTS	U	3,000	EA	250.00	750.00			
1020	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	U	33,879,000	SY	4.75	160,925.25			
1030	BIT. MATERIAL (TRACKLESS TACK)	U	14,420	TN	700.00	10,094.00			
1040	1.5" E-MIX SURFACE	U	3,003,000	TN	94.00	282,282.00			
							BID TOTALS		
							Picketts Ridge		
							\$454,051.25		
1050	CASTING ADJUSTMENTS	U	3,000	EA	250.00	750.00			
1060	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	U	46,509,000	SY	4.75	220,917.75			
1070	BIT. MATERIAL (TRACKLESS TACK)	U	19,790	TN	700.00	13,853.00			
1080	1.5" E-MIX SURFACE	U	4,122,000	TN	94.00	387,468.00			
							Haynes Crossing		
							\$622,988.75		
1090	CASTING ADJUSTMENTS	U	3,000	EA	250.00	750.00			
1100	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	U	10,220,000	SY	4.75	48,545.00			
1110	BIT. MATERIAL (TRACKLESS TACK)	U	4,350	TN	700.00	3,045.00			
1120	1.5" E-MIX SURFACE	U	906,000	TN	94.00	85,164.00			
							Wyngate		
							\$137,504.00		
1130	CASTING ADJUSTMENTS	U	3,000	EA	250.00	750.00			
1140	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	U	13,899,000	SY	4.75	66,020.25			
1150	BIT. MATERIAL (TRACKLESS TACK)	U	5,920	TN	700.00	4,144.00			
1160	1.5" E-MIX SURFACE	U	1,232,000	TN	94.00	115,808.00			
							Cameron Farms		
							\$186,722.25		
1170	CASTING ADJUSTMENTS	U	3,000	EA	250.00	750.00			
1180	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	U	16,655,000	SY	4.75	79,111.25			
1190	BIT. MATERIAL (TRACKLESS TACK)	U	7,090	TN	700.00	4,963.00			
							1		

09/07/2023		15:48							
STN230214		Spring Hill City Streets 2024							
*** Alexander Jones									
<u>BidItem</u>	<u>Description</u>	<u>Status</u>	<u>Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>		
1200	1.5" E-MIX SURFACE	U		1,477.000	TN	94.00	138,838.00		
				Cochran Trace			\$223,662.25		
BID TOTALS									
1210	CASTING ADJUSTMENTS	U		3.000	EA	250.00	750.00		
1220	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	U		9,253.000	SY	4.75	43,951.75		
1230	BIT. MATERIAL (TRACKLESS TACK)	U		3,940	TN	700.00	2,758.00		
1240	1.5" E-MIX SURFACE	U		821.000	TN	94.00	77,174.00		
				Hurtt Road			\$124,633.75		
1250	CASTING ADJUSTMENTS	U		3.000	EA	250.00	750.00		
1260	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	U		5,785.000	SY	4.75	27,478.75		
1270	BIT. MATERIAL (TRACKLESS TACK)	U		2,460	TN	700.00	1,722.00		
1280	1.5" E-MIX SURFACE	U		513.000	TN	94.00	48,222.00		
				Burtonwood			\$78,172.75		
1290	CASTING ADJUSTMENTS	U		3.000	EA	250.00	750.00		
1300	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	U		18,231.000	SY	4.75	86,597.25		
1310	BIT. MATERIAL (TRACKLESS TACK)	U		7,760	TN	700.00	5,432.00		
1320	1.5" E-MIX SURFACE	U		1,616.000	TN	94.00	151,904.00		
				Candlewood			\$244,683.25		
1330	CASTING ADJUSTMENTS	U		3.000	EA	250.00	750.00		
1340	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	U		12,498.000	SY	4.75	59,365.50		
1350	BIT. MATERIAL (TRACKLESS TACK)	U		5,200	TN	700.00	3,640.00		
1360	1.5" E-MIX SURFACE	U		1,108.000	TN	94.00	104,152.00		

09/07/2023		15:48		BID TOTALS				
STN230214		Spring Hill City Streets 2024		Status - Rnd	Quantity	Units	Unit Price	Bid Total
*** Alexander Jones					Belshire			\$167,907.50
<u>Bid Item</u>	<u>Description</u>							
1370	CASTING ADJUSTMENTS	U	3,000	EA	250.00		750.00	
1380	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	U	16,546,000	SY	4.75		78,593.50	
1390	BIT. MATERIAL (TRACKLESS TACK)	U	6,890	TN	700.00		4,823.00	
1400	1.5" E-MIX SURFACE	U	1,467,000	TN	94.00		137,898.00	
Baker Springs								\$222,064.50
Bid Total								\$2,462,390.25















RESOLUTION 23-182

**A RESOLUTION TO AUTHORIZE THE PURCHASE OF A JCB
TELESKID AND JCB BACKHOE FOR SEWER COLLECTIONS
THROUGH SOURCEWELL**

WHEREAS, the City of Spring Hill Sewer Collections desires to purchase a JCB Teleskid and JCB Backhoe from Tristar JCB as a Sourcewell vendor of which the City is a member; and

WHEREAS, the JCB Teleskid and JCB Backhoe will be utilized to complete routine maintenance throughout the collection system; and

WHEREAS, the Teleskid and Backhoe will be operated by current staff; and

WHEREAS, the total combined cost of \$299,768.39 was budgeted in FY 2024 budget; and

WHEREAS, funding for the purchase of the JCB Teleskid (\$166,080.12) and JCB Backhoe (\$133,688.27) will be expensed in the 2023-2024 budget year from 410-52220-59711

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen authorizes the purchase of the JCB Teleskid for \$166,080.12 and JCB Backhoe for \$133,688.27 at a total combined cost of \$299,768.39.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 18th day of September 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: **Approval of Resolution 23-182**
SUBMITTED BY: **Jessica Weaver, Utility Director**
DATE: **August 7th, 2023**
RE: **To approve purchase of a Kubota KX80 Mini-X from Columbia Kubota of TN through Sourcewell vendor which the City is a member**

ATTACHMENTS:

PURPOSE:

To approve Resolution 23-182 to approve purchase of a Kubota KX80 Mini-X from Columbia Kubota of TN through Sourcewell vendor which the city is a member.

BACKGROUND:

The City of Spring Hill Water Distribution currently has one Mini X for the entire distribution system. With the growth of the city, it is becoming increasingly difficult to complete necessary routine maintenance with one mini-x and/or borrowing equipment from other departments. The purchase of this equipment will provide for much more effective use of city staff time and resources.

FINANCIAL IMPACT:

This will be funded from FY 2024 budgeted funds at a cost of \$108,760.15 from Columbia Kubota through Sourcewell vendor which the City is a member.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-182 to approve purchase of the Kubota Mini-X for a total cost of \$108,760.15.



JCB #020223-JCB

Pricing for contract #020223-JCB is provided at 5%-30% off MSRP to Sourcewell participating agencies.

For orders of 4-9 units, an additional 2% discount is offered from the standard discount structure. Volume orders of 10 units or more can be evaluated on a case by case basis for additional discounts.



Prepared For:
 Michael Stephens
 City of Spring Hill
 Spring Hill TN 37174

 phone:931-384-0642
 mstephens@springhilltn.org

Dealer Information
 TRISTAR JCB (HL)
 1241 SALEM PARK CT
 TENNESSEE

Prepared By:
 Jim Hoyle
 jim.hoyle@tristarjcb.com
 mobile:
 Quote Date: 08/22/23
 Valid Until: 09/14/23
 Quotation Reference: 386597

Model: 3TS-8T NA

Qty: 1

Equipment Description

3TS-8T TELESKID (T4) NA SERIES 3.2
 JCB CONTROLS WITH 7 WAY JOYSTICKS and ATTACHMENT HARNESS FOR
 TELESKID T4/S5
 NO BUCKET OPTION
 TRACKED TELESKID CAB STANDARD FEATURES USA T4/S5
 HIGH FLOW HYDRAULICS WITH CREE P SPEED TELESKID T4/S5
 450MM(17.7 inch) WIDE RUBBER TRACK
 CAB, TRACKED, HEAT and AC W/OPTIONS (LP TS T4/S5 3.2)
 60 inch Forestry Head
 78 inch Brush Grapple Bucket
 78 inch Pick Up Sweeper
 48 inch Pallet Forks
 High Impact Glass
 78 inch Landscape Bucket w/ Edge

Equipment Total	166,080.12
Total Customer Sale Price	166,080.12

Notes: Standard Warranty 2 year / 2000 hours

Customer Acceptance: _____ Date _____

Dealer _____ Date _____





Prepared For:
 Michael Stephens
 City of Spring Hill
 Spring Hill TN 37174

Dealer Information
 TRISTAR JCB (HL)
 1241 SALEM PARK CT
 TENNESSEE

Prepared By:
 Jim Hoyle
 jim.hoyle@tristarjcb.com
 mobile:
 Quote Date: 08/22/23
 Valid Until: 09/16/23
 Quotation Reference: 386790

phone:931-384-0642
 mstephens@springhilltn.org

Model: 3CX 14HFCA

Qty: 1

Equipment Description

3CX-14 SUPER, 4WD, 2WS, 109 HP TIER 4 FINAL, 14 FT CENTERMOUNT BACKHOE WITH EXTRADIG DIPPER. ADVANCED EASY CONTROLS. 150A ALTERNATOR, 400 LBS COUNTERWEIGHT. INCLUDES 2 SPOOL LOADER VALVE, FLIP OVER FEET, INTERIOR MIRROR, FRONT AND REAR WORKLIGHTS, BATTERY ISOLATOR, TOOLBOX AND AUTOMATE (AUTOCHECK, AUTOIDLE, AUTODRIVE AND AUTOTHROTTLE).
 3CX-14 SUPER 109 HP CM MODEL PACK
 MICHELIN XMCL 340/80-18 AND 440/80-28 POWERSHIFT + TL AND LSD, 4WD/2WS
 CAB WITH A/C HEATED AIR SUSPENSION SEAT, ENGINE BLOCK HEATER
 CAB. LIVELINK, KEYPAD IMMOBILISER
 HAMMER/BI-DIRECTIONAL PIPEWORK
 ENGLISH TERRITORY PACK
 HYD EXCAVATOR QH (HMR/BI-DIRECTIONAL) WITH LIFTING KIT and 5T SHACKLE
 Q-FIT GENERAL PURPOSE LOADER BUCKET: INCLUDES Q-FIT TOOLCARRIER, 92 IN (2350MM), 1.4YD3 (1.1M3) STANDARD DUTY WITH BOLT ON CUTTING EDGE
 Q-FIT MOUNTED FORK FRAME AND 48 IN FORKS. SWL 1.5 TON
 BACKHOE BUCKET - 30 IN (750MM) HEAVY DUTY 5 TEETH
 ROTATING BEACON
 HEADLIGHTS
 EXTERIOR MIRRORS
 SEATBELT 3 IN
 Hyd Thumb

Equipment Total	133,688.27
Total Customer Sale Price	133,688.27
Total Customer Sale Price combined	299,768.39

Customer Acceptance: _____ Date _____

Dealer _____ Date _____



DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

020223-JCB



Solicitation Number: RFP #020223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and JCB, Inc., 2000 Bamford Blvd., Pooler, GA 31322 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Medium Duty and Compact Construction Equipment with Related Attachments from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 17, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Rev. 3/2022

1

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

020223-JCB

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

Rev. 3/2022

2

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

020223-JCB

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

Rev. 3/2022

3

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

020223-JCB

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcwell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcwell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcwell. Sourcwell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

Rev. 3/2022

4

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

020223-JCB

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

Rev. 3/2022

5

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

020223-JCB

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

Rev. 3/2022

6

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

020223-JCB

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

Rev. 3/2022

7

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

020223-JCB

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

Rev. 3/2022

8

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

020223-JCB

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

020223-JCB

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

Rev. 3/2022

10

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

020223-JCB

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

Rev. 3/2022

11

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

020223-JCB

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

Rev. 3/2022

12

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

020223-JCB

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

Rev. 3/2022

13

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

020223-JCB

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

Rev. 3/2022

14

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

020223-JCB

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

Rev. 3/2022

15

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

020223-JCB

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Rev. 3/2022

16

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

020223-JCB

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Rev. 3/2022

17

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

020223-JCB

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

JCB, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/5/2023 | 8:31 PM CDT

DocuSigned by:
Ryan Connelly
By: CAF1442C3A3A43D...
Ryan Connelly
Title: Government Sales Manager
Date: 4/10/2023 | 6:22 AM PDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 4/10/2023 | 8:33 AM CDT

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

RFP 020223 - Medium Duty and Compact Construction Equipment with Related Attachments

Vendor Details

Company Name: JCB, Inc
Address: 2000 Bamford Blvd
Pooler , Georgia 31322
Contact: Ryan Connelly
Email: ryan.connelly@jcb.com
Phone: 912-447-2053
HST#: 52-0907423

Submission Details

Created On: Tuesday January 10, 2023 15:47:25
Submitted On: Wednesday February 01, 2023 14:33:19
Submitted By: Ryan Connelly
Email: ryan.connelly@jcb.com
Transaction #: 3c7fb245-d263-4f55-ab00-22f2c5b62141
Submitter's IP Address: 104.129.204.99

Bid Number: RFP 020223

Vendor Name: JCB, Inc

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	JCB Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	JCB
4	Provide your CAGE code or Unique Entity Identifier (SAM):	0JKF0
5	Proposer Physical Address:	2000 Bamford Blvd. Pooler, GA 31322
6	Proposer website address (or addresses):	www.jcb.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Ryan Connely Government Sales Manager 2000 Bamford Blvd., Pooler, GA 31322 ryan.connely@jcb.com 912-447-2053
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ryan Connely Government Sales Manager 2000 Bamford Blvd., Pooler, GA 31322 ryan.connely@jcb.com 912-447-2053
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Bid Number: RFP 020223

Vendor Name: JCB, Inc

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	In 1945, Joseph Cyril Bamford founded JCB with the goal of producing the best, most innovative machines on the market while staying true to the needs of the customer. Approaching eighty years and countless innovations later, JCB has grown to become the third largest heavy equipment manufacturer in the world. And because we are still a family-owned company, our dedication to the customer remains a top priority. We answer to our customers, not a group of shareholders. That freedom allows us to concentrate on developing the latest technologies and incorporating them into our equipment. We focus on what is needed on the jobsite – a machine that holds up in the toughest environment and increases productivity. At JCB, we stand behind our products – and our name.
11	What are your company's expectations in the event of an award?	In the event of an award, our expectation is that sales through the Sourcwell contract will continue to increase. As a multi-year contract holder, JCB continues to see more and more use and awareness of the program through our Dealer network and sales teams each year. We understand the value of this procurement tool for both our customers and dealer personnel, simplifying the purchasing process and providing an equipment solution in a more efficient manner.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	With JCB being a private, family-owned business, we do not release public financial/SEC statements. With that said, JCB has been in business since 1945 and in 2021 we reported our global sales revenue to be over \$5.0 billion and profit before taxes to be over \$600 million.
13	What is your US market share for the solutions that you are proposing?	~5.0%
14	What is your Canadian market share for the solutions that you are proposing?	~5.0%
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have not.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	JCB is best described as an original equipment manufacturer. We have an extensive dealer network throughout the US and Canada, with over 100 full-service dealers in over 350 locations and their sales force totaling over 500 reps selling JCB products in the US and Canada everyday.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As an Original Equipment Manufacturer, we are in compliance with required ISO/SAE standards for our products. We also meet all necessary OSHA and insurance regulations required for our operations.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Bid Number: RFP 020223

Vendor Name: JCB, Inc

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2022 Construction Equipment's Top 100 Products - 512-83R (Roto) telehandler and 245XR Excavator 2021 Equipment Watch: Highest Retained Value Award - JCB Telehandlers 2021 Royal Automobile Club's Dewar Trophy - JCB Hydrogen fueled engine 2019 United Rentals Supplier of the Year
20	What percentage of your sales are to the governmental sector in the past three years	12%
21	What percentage of your sales are to the education sector in the past three years	1%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Pennsylvania (COSTARS) – Approximately 40 units/yr Sourcwell - Approximately 40 units/yr (increasing annually) Pennsylvania DOT - Approximately 15 units/yr North Carolina – Approximately 15 units/yr BuyBoard - Awarded Dec. 2022
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA contract held through our sub-dealers Earle Kinlaw & Associates and American Material Handling - Approximately 50 units/yr Defense Logistics Agency - Approximately 30 units/yr

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Manitoba Hydro	Stephanie Dion	431-374-5567
Kendall County	Don Evans	210-844-7587
Manchester-Shortsville Joint Sewage Treatment Plant (Village of Manchester)	Rita Gurewitch	585-289-4340

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
US Army	Government	District of Columbia - DC	HMEE/LCRTF Program Sales	Approx 200 units/yr	~\$65,000,000
USMC/US Army/USAF - DLA	Government	Pennsylvania - PA	Construction equipment sales	Approx 30 units/yr	~\$6,000,000
Pennsylvania DOT	Government	Pennsylvania - PA	Construction equipment sales - BHL, MEX, WLS	Approx 15 units/yr	~\$4,000,000
City	Government	Texas - TX	Construction equipment sales - BHL	Approx 10 units/yr	~\$2,000,000
City	Government	Florida - FL	Construction equipment sales - BHL, WLS, CTL	Approx 10 units/yr	~\$2,000,000

Bid Number: RFP 020223

Vendor Name: JCB, Inc

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	JCB Inc. has approximately 700 employees in North America, 60 of which are field based throughout North America who serve our customers. 100% of these field-based employees are focused on the products in the RFP. Throughout our extensive dealer network, we have approximately 500 dealer salesmen with representation in all fifty States and coverage throughout Canada. All are focused on selling equipment in this RFP.
27	Dealer network or other distribution methods.	JCB has 125 authorized full sales & service Dealers across the United States and Canada with approximately 350 dealer locations. Our Direct sales teams also has relationships with many Rental Companies (i.e. United Rentals, Sunbelt Rentals, etc) that have approximately 2,500 locations across the United States.
28	Service force.	JCB has a team of dedicated District Service Managers that are field-based throughout the US and Canada and provide product support to our dealer network. All authorized JCB dealers have full trained/certified service technicians to serve and maintain Sourcwell members. At our headquarters in Savannah, GA, we have the JCB Uptime Center, which is a monitoring and response system for our Technical Support teams to provide world-class product support.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will typically be received and processed through the JCB dealer network. JCB has an established Sourcwell Sales Training Guide that is used to provide the dealer sales teams with instructions and information on the Sourcwell contract, pricing structure, order processing, and sales reporting.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	JCB understands the importance of customer service. Our Sales teams pride themselves on getting back to our customers within 24 hours on quotation requests and deliver a first-class customer experience throughout the delivery process. We feel that we have the best back-up in the business and as a result our service teams are a top priority. With 4 parts depots located in North America alone, we have coast-to-coast coverage to minimize machine down-time. AS mentioned above, we also utilize the JCB Uptime Center, which as it sounds, is used to maximize our customer's machine uptime and provide the highest level of support to our dealer product support teams.
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	JCB is certainly able and willing to provide our products and services to Sourcwell members. We offer one of the widest ranges of equipment in the industry, with unique product solutions, and an extensive dealer network to both sell and support the products. We have found the Sourcwell program to be an excellent tool for both our customers and dealers and it is increasing in awareness and use, so we definitely look forward to the opportunity to continue to build-on the program.
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Just like the US, JCB has an extensive dealer network in Canada, and as such, the Sourcwell program can be fully utilized and supported in Canada as it is in the US.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NOT APPLICABLE – JCB can service all areas and member sectors.
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NOT APPLICABLE – JCB can service all areas and member sectors.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	JCB has dealer presence in Hawaii and Alaska.

Bid Number: RFP 020223

Vendor Name: JCB, Inc

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	To aid our sales teams, we have created a Sourcewell Sales Training Guide that both helps to promote and provide education on the program. We believe it is critically important for the sales folks to be familiar and comfortable with the program, and as you would expect, as awareness has grown so has utilization of the program. Further to that, we recently created a sales flyer for one of our machines commonly sold to governmental customers to include info on the machine and the Sourcewell contract information. We also updated the website page for that machine to include info on the Sourcewell contract (https://www.jcb.com/en-us/products/wheeled-excavators/hydradig/hydradig). The sales flyer was distributed to our dealer network for a targeted muni campaign and will be one that we look to extend to other models moving forward. Additionally, when we attend Governmental trade shows our product range literature features the Sourcewell Logo and contract information. Finally, one area of focus we have is to work with our dealers to ensure they are familiar with the participating members in their region. We have already scheduled a training calendar for 2023 with some of the key dealers to review the member's list and an overview of the program so that the program remains fresh on their minds. If awarded on the new contract, we will continue to build on these promotions and keep gaining momentum that we have achieved through the Sourcewell program.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Digital media is a critical component to our marketing strategy. We have a very active social media presence, but also have the luxury of the content that our dealer network produces in their local markets. We do also use marketing agencies to extend our reach through online advertising and will continue to promote the Sourcewell program through our various digital marketing methods.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	In our experience as a contract holder, Sourcewell has provided solid support and promotion of the contract. They have connected us with interested inquirers, held training sessions for our internal and dealer sales teams, and helped to provide tools such as member list and reclaimed accounts. As I've stated, the Sourcewell award is an important tool to our sales processes and with its increasing success, we will continue to apply more focus, resources, and promotion to it.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	JCB does not have an E-procurement system.

Bid Number: RFP 020223

Vendor Name: JCB, Inc

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	With every new JCB delivery, the delivering sales representative is responsible to give the Sourcwell member a "walk around" of the product showing the features and benefits and basic operational instruction. Maintenance familiarization training can be offered as an additional cost provided by our local authorized dealer and can be quoted by request. JCB does not offer an operator training/certification program but does provide operational instruction upon delivery and an operator's manual is provided with every new machine.
41	Describe any technological advances that your proposed products or services offer.	With the growing importance to reduce or eliminate emissions produced from construction equipment, JCB has been on the cutting-edge of technology developments to this challenge. Designing and building our own engine for many of our products has allowed us to engineer machine solutions that do not require aftertreatment systems. This results in significant cost savings for our customers while protecting the environment. As technology continues to develop, we have introduced several electrically powered construction equipment pieces that produce zero-emissions in operations. We are also in the process of developing our hydrogen combustion engine which will provide zero carbon emissions and revolutionize the industry. Also worth mentioning, the JCB Teleskid is the only skid steer/compact track loader of its kind in the industry, being the only skid steer/compact track loader with a telescoping boom. This product has received numerous industry awards and continues to have extremely high demand in the market.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	In addition to the advances we are making to produce zero-emission equipment, we also take pride in our manufacturing policies and sustainability initiatives. We can proudly report that since 2008 we have reduced our waste output by 90%.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	2021 Royal Automobile Club's Dewar Trophy - JCB Hydrogen fueled engine
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	JCB has always been known for our unique product innovations. We are the only manufacturer of the side-door entry design skid steer/compact track loader, the safest SSL/CTL in the industry. This is a result of our Powerboom, single-arm design which allows us to have 270° of visibility. This gives us a 60% visibility advantage versus the competition. The operator can easily enter/exit the machine through the left-side door instead of having to climb through the front opening of the machine. Combined with 60% better visibility, we have the safest skid steer in the industry and certainly a value-added product to the customer. Furthermore, the JCB Teleskid (mentioned above) works off of the same technology as all other skid steers/compact track loaders but is the only telescoping boom machine of its type in the industry. JCB has the world's# 1 selling backhoe. World-wide, JCB has almost 50% backhoe market share and this is a result of the innovations we have built into the product over the last 50 years since we first invented it. From designing and producing our own engine, to the current advances being achieved with zero-emission equipment, JCB is proud of the industry solutions that we provide and continue to develop.

Bid Number: RFP 020223

Vendor Name: JCB, Inc

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Yes, the JCB warranty covers all products, parts, and labor. *
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The JCB Standard Full Warranty allows unlimited hours in its first year, and up to 2000 (total) hours in the 2nd year. *
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes – up to 50 miles *
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	No *
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	They will be passed on to the original equipment manufacturer. *
51	What are your proposed exchange and return programs and policies?	JCB does not have an exchange and return program. *
52	Describe any service contract options for the items included in your proposal.	We provide our customers with a peace of mind with our standard 2-year warranty. Additionally, our dealer network can offer service and preventative maintenance agreements to our customers on an as-needed basis. *

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Net 30 days. Check and ACH payment accepted *
54	Describe any leasing or financing options available for use by educational or governmental entities.	Tax-exempt Municipal lease programs are available *
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	As an existing contract holder for many years now, JCB has a sales force that is very familiar with the Sourcwell program and processes. We have established a Sourcwell Sales Guide that is distributed to the dealer network and provides information on the program, pricing structure, and terms. We have also simplified the sales reporting process (pin #'s issued for discount/tracking) to ensure we are capturing all sales through the program. *
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No *

Bid Number: RFP 020223

Vendor Name: JCB, Inc

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	JCB will list all applicable category models to be included in the contract with a discount off of List price noted for each. This price will serve as the contract price for Sourcwell members plus applicable freight. The pricing will be aggressive and better prices in comparison to non-Sourcwell members. JCB does not have SKU numbers for our equipment.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5% - 30% depending upon the product model. Please see attached spreadsheet for discounts by model.
59	Describe any quantity or volume discounts or rebate programs that you offer.	JCB can offer volume discounts. For orders of 4 – 9 units, we can discount a further 2% points from the standard discount structure. Volume orders of 10 units or more can be evaluated on a case by case basis for additional discounts.
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	For non-published items, JCB will offer a 5% discount off of the Manufacturer list price.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The only additional charge, other than freight/shipping, will be for the JCB Dealer’s charge for pre-delivery inspection. This service allows the dealer to properly inspect and prepare the machine for final delivery to the customer. This charge will be an itemized line item on the invoice.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight/delivery charges are an additional cost to the Sourcwell member. Delivery will be arranged by JCB and the local JCB dealer facilitating the transaction. Freight/delivery charges will be based on FOB Pooler, GA unless possible to arrange shipping from a closer port/location. These charges will be itemized as a line item on the invoice.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to these territories would fall under the same terms as answered in the previous question.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Since JCB manufactures our SSL/CTL and Compact Telehandler products in North America, we have the advantage of getting the product out the door faster and into the customer’s hands. We have 6 ports in North America for which we receive equipment shipments, helping to reduce freight costs and expediting delivery to the customer.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	With the ceiling-based pricing established, the structure allows for our dealers to provide competitive pricing and flexibility for more aggressive pricing to meet customer budgets, multi-unit transactions, and dealer on-hand stock.

Bid Number: RFP 020223

Vendor Name: JCB, Inc

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	For contract sales reports - After each month concludes each Regional sales rep is tasked to report these sales to ensure contract sales are noted. As a second method to ensure contract sales are being reported, JCB issues a Sourcwell contract specific pin to dealers making Contract sales. When these sales are reported into the JCB system portal, the dealer will note the contract Pin# which is an identifier of a contract sale. To ensure proper pricing, pricing compliance is randomly audited once a month.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	JCB understands the value that the Sourcwell program provides. The dealers who are engaged and utilizing the program are experiencing greater sales success. We have implemented metrics to identify dealer municipal market share and ratios to compare Sourcwell sales to overall municipal sales.
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	JCB proposes a 1.5% administrative fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	JCB offers a full range of Medium-duty Construction equipment with attachments that includes our Worldwide market share leaders the JCB Backhoe, Rough Terrain Forklifts and Tele-handler. The JCB Skid Steer and Compact Track Loader is the safest product of its kind on the market because of the JCB Powerboom and side-door entry. JCB not only has the safest skid steer and compact track loader on the market, we have the most versatile. The JCB Teleskid is the industry's only telescoping boom skid steer or compact track loader. The JCB Wheel Loader range is designed to meet the buyer's priorities. Namely safety, efficiency, ease-of-use and maintenance, productivity, performance, reliability and comfort. The JCB Excavator range is designed to meet the customer needs with a range from a 2-ton operating weight to our minimum swing, X-series 245XR. The JCB Hydradig is a one-of-a-kind Wheeled Excavator that centers on visibility, stability, maneuverability, mobility, and serviceability. JCB newest additions to our product line up are the JCB scissor lift line as well as compact site dump trucks. Our scissor lift line ranges from 15' to 45' in platform height. Our Site dumpers have 4 and 5 cubic yard bucket capacity. All products noted can be sold thru all authorized JCB dealer locations and via JCB direct. All servicing will be done by the Sourcwell customers authorized JCB dealer.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Skid Steer and Compact Track Loaders Backhoe Loaders Rough Terrain Forklifts Telehandlers Mini-Excavators Tracked and Wheeled Excavators Wheel Loaders Access Site Dumpers Teletruk Articulated Telescopic Loader (Telemaster)

Bid Number: RFP 020223

Vendor Name: JCB, Inc

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Wheeled, tracked, and backhoe loaders;	<input checked="" type="radio"/> Yes <input type="radio"/> No	A range of wheel loaders from 1 yd - 4.5 yd A range of backhoe loaders from our compact 1CXT to our full-size 4CX backhoe.
72	Skidsteers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	A range of wheeled and tracked skid steers to include the JCB Teleskid. Safest SSL/CTL products in the market.
73	Mini excavators;	<input checked="" type="radio"/> Yes <input type="radio"/> No	A range of zero-tail swing and reduced swing excavators, including an electric model
74	Telehandlers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	World's #1 Telehandler - Market leader
75	Soil compaction and site preparation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Site dumpers and various attachments

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
- Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - JCB - Sourcwell Discount structure and price pages.pdf - Wednesday February 01, 2023 10:59:01
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - JCB Hydradig-Sourcwell Sales Flyer.pdf - Tuesday January 31, 2023 15:39:42
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - JCB Certificate of Warranty.pdf - Tuesday January 31, 2023 15:39:32
 - Standard Transaction Document Samples (optional)
 - Upload Additional Document (optional)

Bid Number: RFP 020223

Vendor Name: JCB, Inc

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

Bid Number: RFP 020223

Vendor Name: JCB, Inc

DocuSign Envelope ID: 5CA86FDF-1F21-41F0-A114-45C7A5B961BE

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ryan Connelly, Government Sales Manager, JCB Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 24 2023 02:56 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 3 2023 11:29 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue December 27 2022 03:08 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Mon December 12 2022 04:08 PM	<input checked="" type="checkbox"/>	1

Bid Number: RFP 020223

Vendor Name: JCB, Inc

RESOLUTION 23-165

A RESOLUTION AUTHORIZING ACCEPTANCE OF OFFER OF LAND DEDICATION FROM FITTS LAND PARTNERS AND JOHN ROCHFORD TO THE CITY OF SPRING HILL TO PRESERVE HISTORIC TREE LINE AS A MEDIAN WITHIN AN IMPROVED BOULEVARD ROAD SECTION OF MITCHUM LANE AS SHOWN ON THE ATTACHED EXHIBITS AND REQUEST, AND TO CONFIRM THE DEVELOPER'S OBLIGATION FOR PARTICIPATION IN THE FUTURE ROADWORK FOR TOM LUNN ROAD.

WHEREAS, Fitts Land Partners and John Rochford jointly agree to dedicate the necessary ROW for the construction of Mitchum Lane;

WHEREAS, private property owner Fitts Land Partners provides a preliminary survey (exhibit A) for dedication of Land adjacent to Mitchum Lane;

WHEREAS, said survey and letter of request (Exhibit A) describes the land to be dedicated to the City for the associated improvements to Mitchum Lane,

WHEREAS, John Rochford agrees to dedicate the East side of the ROW for Mitchum Lane Boulevard per the approved Site Plan STP 1297-2022;

WHEREAS, on March 13, 2023 the City of Spring Hill Planning Commission approved STP 1297-2022 for Brandywine Industrial Park;

WHEREAS, a condition of the site plan approval for STP 1297-2022 requires a Resolution to be approved by BOMA permitting the City to enter into an agreement with Fitts Land Partners for the dedication of the land, to proceed;

WHEREAS, Pursuant to STP 1297-2022 approval the developer of the Brandywine Industrial Project (State Street Group or future development entity) shall be responsible for the cost and construction of the associated public improvements to Mitchum Lane;

WHEREAS, the Board of Mayor and Aldermen deems it in the best interest of the City of Spring Hill to accept the dedication of land as shown in exhibit A and STP 1297-2022 with the following conditions of acceptance:

1. The planning commission must approve a recordable final plat showing the public improvements establishing the proposed land dedication as part of the proposed Boulevard Road design for Mitchum Lane; and
2. The approval of this resolution does not extend the vesting of the approval of STP 1297-2022; and
3. The Mitchum Road section must be constructed of heavy pavement that is designed to support the volume of industrial traffic from Brandywine Industrial.
4. All improvements must meet City standards and design specifications as well as the proposed boulevard road section shown on the approved plans for STP 1297-2022; and
5. All conditions as noted in Exhibit D are included as part of this approval, including the request from Fitts Land Partners for the City of Spring Hill to be responsible for all rollback taxes for the dedicated land. The fence for the entire length of the Fitts property is to be moved approximately five feet in accordance with the survey and the gates positioned appropriately to provide access onto the boulevard. Cost and completion of these modifications will be the responsibility of the developer.

Resolution 23-165 Mitchum Lane Dedication and Improvements

WHEREAS, the following exhibits are included within this resolution:

1. Exhibit A Fitts Land Partners Survey
2. Exhibit B Historic Fence Line Photos
3. Exhibit C Site Plan for Brandywine Industrial
4. Exhibit D Fitts Land Partners Supplemental Documents
5. Exhibit E Planning Commission March 13, 2023 Meeting Minutes
6. Exhibit F Rendering of Historic Fence and Tree Line.

AND WHEREAS, it is agreed and appropriate that the equitable amount to be paid by the developer for participation in future road work for Tom Lunn Road is \$400,000.00 and that said monies shall be payable prior to the issuance of the first certificate of occupancy in order to satisfy condition numbers 16 & 18 of the Planning Commission approval.

NOW, THEREFORE BE IT RESOLVED, by the City of Spring Hill Board of Mayor and Alderman that the City of Spring Hill accepts the land dedication as shown in Exhibit A from FITTS Land Partners and Site Plan for Brandywine Industrial and the dedication of the revised Boulevard design of the Mitchum right of way to proceed through the Subdivision process as described with in the Unified Development Ordinance.

IT IS FURTHER RESOLVED AND APPROVED, that the appropriate contribution to be paid by the developer for participation in future roadwork for Tom Lunn Road is in the amount of \$400,000.00, and that said monies shall be payable prior to the issuance of the first Certificate of Occupancy and that said payment will satisfy numbers 16 and 18 of the Planning Commission Approval. .

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of September, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Resolution 23-165 Mitchum Lane Dedication and Improvements

Exhibit B Photo of fence line (from south)



FITTS LAND PARTNERS, LP

PO Box 727, Spring Hill, TN 37174

(615) 727-3399

To: Peter Hughes, Director of Planning
Planning Commission
City of Spring Hill
From: Alicia Fitts, Fitts Land Partners
RE: Offer of Dedication, Strip, Mitchum Lane

Date: March 28, 2023

Fitts Land Partners (Fitts) hereby offers the strip of property to the east of Mitchum Lane shown in the attached survey (Exhibit A) to the City of Spring Hill for use as a median in the proposed improvements to Mitchum Lane contained in STP 1297-2022 as approved by the Planning Commission on March 13.

Consistent with prior documentation on file with the City and in the design plans in STP 1297-2022, this one-hundred-year-old plus year old historical fence line shall remain intact retaining as many of the original trees and shrubs as possible to act as a conservation environment for wildlife and as a buffer between properties. Any removal of natural components of the fence line for road cuts/sight lines proposed in the Brandywine development plan shall be by written agreement between CPS Land, Rochford Realty, and State Street Group LLC, Fitts Land Partners and the City of Spring Hill and with the input of an agreed upon arborist should such removal involve any trees of more than fifty years old. This has been discussed previously in ongoing discussions with the parties mentioned above.

In addition, the original easement for Mitchum Lane subsequently offered and dedicated, the City agreed to build a fence on the west side of the road and to place two sets of double gates at Fitts requested locations. The fence was built about five feet to the east of where it should be, both Fitts and the City are aware of that, and let it remain. We are open to continuing that agreement or to moving the fence. With regard to the double gates, one set was placed closed to the intersection of John Lunn and Mitchum Lane; the second set was never placed. With the development to the east and to maximize lines of sight with the entrances proposed for the Brandywine development, Fitts requests that the existing set of gates be moved and a second set of gates placed along our property line opposite the ingress and egress points for the Brandywine development so that trucks traffic coming from the east side of the improved Mitchum Lane and agricultural equipment coming from the west of the improved road can see one another.

Lastly, Fitts requests that the City be responsible for any and all rollback taxes associated with this gift of right of way.

Fitts Land Partners



Alicia Fitts, Partner



Stephen Fitts, Partner

A. OLD BUSINESS

1. **STP 1297-2022** Submitted by State Street Group for Brandywine Industrial Park, located at 3706 John Lunn Rd. The property is zoned I-1 and contains approximately 74.7 acres. The applicant is requesting site plan approval. Requested by John Ditto.

Alderman Matt Fitterer made a motion to approve STP 1297-2022 with the eighteen (17) Staff provided conditions of approval and the Engineering conditions and add a condition the Applicant must provide turning exhibit for John Lunn Road near the site of core sample #2 and make any improvements necessary as determined by the City of Spring Hill.

1. Approval of this site plan shall be valid for a period of three (3) years from the date of Planning Commission approval. Modification to the approved site plan may require Planning Commission Approval.
2. The applicant must provide the final revised site plan as approved by the Planning Commission on March 13, 2023 no later than 30 calendar days from the date of approval in a digital format to the Planning Department. The applicant shall also provide the dwg files, landscaping plans, lighting plans, architectural plans, and so forth.
3. The applicant must provide complete and sufficient information in the applicable design satisfactorily addressing the City Engineers comments before any permits or a pre-con meeting can occur. Any disagreement on information, design or accuracy of information between the City Engineer and applicant that cannot be resolved must be heard by the Planning Commission for a final determination.
4. All roof mounted mechanical equipment must be screened in accordance with the UDC. The UDC states that this is accomplished by parapet wall or penthouse structure. Metal screening panels as shown is not permitted. The building material of the penthouse or parapet must match the primary building materials of the approved structure.
- ~~5. The proposed building elevations show Buildings 5 and 6 loading docks oriented towards Mitchum Lane. Design standards typically require front entrances to be oriented to the highest classification street. The planning commission approves this layout with the condition additional screening trees are added to landscape plan. The applicant shall update the landscape plan to include additional tree planting every 25 linear feet and shrub plantings every 3 linear feet, which is consistent with UDC buffer yard requirements. The location of the screening must parallel the length of the building linear feet. An updated landscaping plan must be submitted reflecting this condition within 30 days of approval.~~
5. The proposed building elevations show Building 5 and 6 loading docks oriented towards and 550' away from Mitchum Lane. An updated landscaping plan must be submitted prior to the issuance of building permits and final engineering approval that includes an additional buffer yard that includes tree planting every 25 linear feet and shrub plantings every 3 linear feet for the portions of the building 5 and 6 docks that are not otherwise screened by Buildings 1 through 4 and the existing tree line. The location of the screening must parallel the length of the building. If there is disagreement between staff and the applicant the landscaping plan only will go back before planning commission for approval.
- ~~6. The submission and approval of a flood study and CLOMR will be required prior to the issuance of any development permits.~~
6. A flood study is required prior to grading. Additional requirements in accordance with NFIP and state floodplain mitigation minimum standards may be triggered. If a rise of greater than 1 foot

is determined based on the flood study a CLOMR and LOMR will be required prior to building permits.

7. All crosswalks must be designed to be ADA compliant and all crosswalks must utilize thermoplastic paint.
8. A pedestrian flashing sign must be installed at the greenway bridge crossing prior to the issuance of a Certificate of Occupancy is issued for Buildings 5 and 6.
9. A public access easement must be recorded for width and length of the proposed greenway.
10. The greenway as shown must be fully installed and constructed prior to the issuance of a certificate of occupancy for Buildings 5 and 6.
11. The turf paver access drive must be able to withstand at least 75,000 lbs. and must be signed for easy identification. Additionally, no gates are permitted to restrict access of the turf/emergency access drive.
12. During the construction of Mitchum Lane, the applicant and developer must coordinate the construction activity to ensure that emergency services can be provided to the structure south of the subject lot. Prior to construction and improvement to the road, the applicant must meet with the Fire Marshal and Fire Chief.
13. Prior to construction of Mitchum Lane a traffic control plan must be in place to ensure that the City of Spring Hill public works and utility department have access to the rear exit of the Waste Water Treatment plant, the residence to the south still has access, and that garbage trucks can access the property to the south for trash pickup. This plan must be submitted to the city engineer and public works director for review and approval.
14. Fitts Land Partners must enter into a development agreement with the City of Spring Hill for the dedication of Mitchum Lane. This agreement must be approved by the BOMA. If the agreement is not approved, the project as proposed is not approved and must come back before planning commission for approval.
15. The developer will be responsible for all the road improvements to Mitchum Lane.
16. ~~Brandywine Industrial will be responsible for an equitable share of the improvements to John Lunn Road from Royal Park intersection to the other side of the bridge on John Lunn. The equitable contribution will be a fee in lieu of and will require the developer to enter into a development agreement with the City of Spring Hill. Additionally, the equitable contribution does not account for any necessary improvements to the bridge so it can structurally support the truck traffic. If the bridge is determined to require improvements revised development agreement will be required accounting for the additional costs. The fee in lieu shall be \$934,548.30.~~
16. The developer must pay the City of Spring Hill standard roadway impact fee and make an additional equitable share contribution towards the necessary improvements to John Lunn Road. The equitable share will be determined by a trip generation study. A Development agreement approved by BOMA will be required. The equitable share may be determined not to be necessary if an updated TIS and traffic improvement plan clearly indicates that John Lunn will not be impacted/utilized by the development. However, the road impact fee will still be required.
17. The applicant shall enter into a development agreement with the city of spring hill for contribution towards signal improvements at Kedron Road and Royal Park Blvd. This agreement shall not exceed \$50,000.

18. The Applicant must provide turning exhibit for John Lunn Road near the site of core sample #2 and make any improvements necessary as determined by the City of Spring Hill.

Engineering Conditions:

1. The applicant must provide complete and sufficient information in the applicable design satisfactorily addressing the City Engineers comments before any permits or a pre-con meeting can occur. Any disagreement on information, design or accuracy of information between the City Engineer and applicant that cannot be resolved must be heard by the Planning Commission for a final determination.
 - a. Record drawings of the development will be required prior to approval of the final Certificate of Occupancy. Record drawing submittal is to include the full design set in both electronic files and hard copies. The electronic files must be geographically referenced to NAD83 and NAVD88 and provided in a format that can be integrated into the City GIS and must meet all city requirements.
 - b. A copy of the blasting permit approved by the County Fire Marshal will be required to be provided to the City (Engineering Department) a minimum of two (2) weeks prior to blasting activities.
 - c. Detention basin inspection and maintenance/management plan that meets all UDC requirements, as listed in but not limited to Article 15.7, will be required prior to approval of construction plans by the Engineering and Public Works Departments and before a pre-construction meeting can be held.
 - d. Final detention pond design and stormwater calculations meeting all requirements of the UDC, state, and federal regulations to be provided prior to approval of construction plans by the Engineering and Public Works Departments. Site layout or lot count changes required to meet regulations will be reviewed by the Planning Director or Development Director for determination if the project will be required to go back through the Planning Commission approval process.
 - e. Erosion control measures meeting TDEC and all City regulations will be required to be provided prior to approval of construction plans by the Engineering and Public Works Departments.
 - f. Water and Sewer plan and profiles meeting TDEC and City regulations and checklists will be required prior to approval of construction plans by the Engineering and Utility Departments. All waterlines greater than 6" will be required to be profiled.
 - g. All transportation pavement (typically called out as roadways and drives) meeting all requirements of the City will be required prior to approval of construction plans by the Engineering and Public Works Departments.
 - h. Site accessibility meeting all requirements of the ADA Standards for Accessible Design and City regulations will be required prior to approval of construction plans by the Engineering and Public Works Departments.
 - i. Any additional requirements as determined during construction for the sole purpose of meeting public health, safety, and welfare as determined by the City Engineer, Development Director, and City Administrator will require field changes or site design revisions as necessary to fully address the concerns. Site layout or lot count changes required to meet public health, safety, and welfare will be reviewed by the Planning

Director or Development Director for determination if the project will be required to go back through the Planning Commission approval process. The development representative will hold the right to go before the Planning Commission if resolutions to address concerns between staff and the development cannot be agreed upon.

The motion was seconded by Alderman Trent Linville. The motion to approve STP 1297-2022 passed by a vote of 6-0.

ORDINANCE 23-15

AN ORDINANCE TO AMEND THE CITY OF SPRING HILL MUNICIPAL CODE BY ADDING A NEW CHAPTER 4, REVISING THE CITY SPRING HILL'S PERSONNEL SYSTEM.

WHEREAS, the Board of Mayor and Aldermen of the City of Spring Hill, pursuant to its Charter (Article 4, Section 4-401) and general law of the State of Tennessee, enacted and adopted an Employee Handbook for the employees of the City of Spring Hill; and

WHEREAS, the Board of Mayor and Aldermen of the City of Spring Hill desires to again amend the personnel rules and regulations established in Ordinance 99-4, to establish a formal human resources system; and

WHEREAS, the Board of Mayor and Aldermen, by passage of this Ordinance, hereby amends Chapter 4 of the City Code with the following new Chapter which shall read as follows;

BE IT THEREFORE ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE, AS FOLLOWS:

SECTION 1 – CHAPTER 4 – EMPLOYEE HANDBOOK IS DELETED AND REPLACED WITH A NEW CHAPTER 4.

SECTION 2 - THE FOLLOWING NEW CHAPTER 4 IS ADDED TO THE CITY OF SPRING HILL'S MUNICIPAL CODE WHICH SHALL READ AS FOLLOWS:

CHAPTER 4 – HUMAN RESOURCES SYSTEM

4-401. **PURPOSE** - The purpose of this chapter is to establish a system of human resource administration in the City of Spring Hill that is based on merit and fitness. The system shall provide a means to select, develop, and maintain an effective municipal work force through impartially applying human resources policies and procedures free of personal and political considerations and regardless of race, color, gender, age, creed, national origin, or disability.

4-402. **COVERAGE** - All offices and positions of the municipal government are divided into classified service and exempt service. The classified service shall include all regular full-time and regular part-time positions in the city's service, unless specifically placed in the exempt service. All offices and positions of the municipal government placed in the exempt service are as follows:

- a. all elected officials;
- b. the city administrator;

- c. members of appointed boards and commissions;
- d. consultants, advisers, and legal counsel rendering temporary professional service;
- e. city attorney;
- f. independent contractors;
- g. officers/employees of school system;
- h. part-time employees paid by the hour of the day, and not considered regular;
- i. city judge.

All employment positions of the municipal government not expressly exempt from coverage by this section shall be subject to the provisions of the city charter.

4-403. **ADMINISTRATION** - The human resources system shall be administered by a Human Resources Director, under the direction of the City Administrator.

4-404. **PERSONNEL RULES AND REGULATIONS** - The Human Resources Director, under the direction of the City Administrator, shall develop rules and regulations necessary for effectively administering the human resources system. The Board of Mayor and Aldermen may adopt the rules as presented to them. Amendments to the rules and regulations shall be made in accordance with the procedure below.

Nothing in the human resources rules and regulations document shall be deemed to give employees any more property rights in their job than may already be given by the city charter. The city reserves the right to alter or change any or all of these rules without prior notice to employees.

4-405. **RECORDS** - The Human Resources Director shall maintain adequate records of the employment record of every employee as specified herein.

4-406. **RIGHT TO CONTRACT FOR SPECIAL SERVICES** - The Board of Mayor and Aldermen may direct the City Administrator to contract with any competent agency for performing such technical services in connection with the establishment of the human resources system or with its operation as may be deemed necessary.

4-407. **DISCRIMINATION** - No person in the classified service or seeking admission thereto shall be employed, promoted, demoted, discharged, or in any way favored or discriminated against because of political opinions or affiliations, race, color, creed, national origin, gender, age, religious belief, military status or disability.

4-408. **AMENDMENTS** - Amendments or revisions of the human resources rules may be recommended for adoption to the Board of Mayor and Aldermen by Resolution. Such amendments or revisions of these rules shall become effective after approval by the governing body.

4-409. **SEVERABILITY** - If any provision of this ordinance, or if any policy or order thereunder, or the application of any provision to any person or circumstances is held invalid, the remainder of this chapter, and the application of the provision of this chapter, or of the policy or order to people or circumstances other than those to which it is held invalid, shall not be affected thereby.

SECTION 3 - EFFECTIVE DATE

This chapter shall take effect upon final passage, the public welfare requiring it.

PASSED first reading _____, 2023

PASSED second reading _____, 2023

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



MEMO

Date: August 30, 2023

To: Board of Mayor and Aldermen

From: Richard Stokes, HR Director

Subject: Advantages of Adopting HR Policies by Resolution Instead of Ordinance

I am writing to discuss the advantages of adopting Human Resources (HR) policies through resolutions rather than ordinances. While both methods serve as mechanisms to establish and enforce policies, there are distinct benefits to utilizing resolutions for matters concerning HR practices within our organization. This memo highlights the reasons behind this recommendation.

Flexibility and Agility: Resolutions provide a more flexible framework for HR policy adoption. As organizational needs and industry standards evolve, resolutions can be adapted and revised more swiftly compared to ordinances. This agility ensures that our HR policies remain up-to-date and effective in a rapidly changing environment.

Ease of Implementation: Resolutions typically require less formal procedure and approval process compared to ordinances. This streamlined approach expedites the implementation of HR policies, enabling quicker response to emerging challenges or opportunities. Without the need for extensive legal review and public hearings, resolutions facilitate efficient policy enactment.

Internal Administrative Control: HR policies often necessitate frequent updates, clarifications, and adjustments based on operational requirements. Adopting policies through resolutions allows our organization to maintain internal control over these adjustments without the lengthy and potentially complex process associated with ordinances. This control ensures that our policies remain aligned with our specific needs and objectives.

Focus on Operational Details: HR policies often involve detailed operational guidelines that may not require the level of formality associated with ordinances. Resolutions allow us to address operational intricacies in a manner that is concise and accessible to relevant personnel without the need for extensive legal language.

Responsive to Feedback: Resolutions provide a nimbler mechanism to incorporate feedback and suggestions from stakeholders. With less formalities than ordinances, our organization can more readily consider input from employees, managers, and other relevant parties, fostering a sense of inclusivity and collaboration.

Preservation of Ordinances for Key Matters: By utilizing resolutions for HR policies, we can preserve the significance and impact of ordinances for matters of greater legal, structural, or citywide importance. This approach maintains a clear distinction between policies that require a higher level of scrutiny and those that can be managed more efficiently through resolutions.

In conclusion, adopting HR policies through resolutions offers our organization several advantages in terms of flexibility, implementation speed, administrative control, operational focus, responsiveness, and the preservation of the significance of ordinances. This approach ensures that our HR policies remain adaptable, practical, and aligned with our evolving needs.



OFFICE OF THE HUMAN RESOURCES

199 Town Center Parkway • Spring Hill, Tennessee 37174931-

486-2252, ext 265



www.springhilltn.org

Adoption of Personnel Policies Survey
 MTAS Research and Information Center | September 2023



Municipality	Recipient Last Name	Recipient First Name	Recipient Email	How are your personnel policies adopted?	How are your personnel policies adopted? 'Other' Comments	Is there anything else you'd like to share regarding the adoption of personnel policies in your
Bartlett	Archdeacon	Ted	tarchdeacon@cityofbartlett.org	Resolution		
Benton	Swigert	Debbie	recorder@cityofbentontn.com	Resolution		
Chattanooga	Lawrence	Mande	alawrence@chattanooga.gov	Resolution		
Clarksville	Luntz	Tessa	tessa.jones@cityofclarksville.com	Resolution		
Clinton	Sylvester	Angela	asylvester@clintontn.net	Resolution		The resolution passed allows us to do updates on a regular basis and present it to Council periodically.
Collegedale	Boyd	Kristin	kboyd@collegedaletn.gov	Ordinance		
Cookeville	Sells	Carl	csells@cookeville-tn.gov	Resolution		
Crossville	Crockett	Leah	leah.crockett@crossvilletn.gov	Other	We have an ordinance that states the Personnel Policies will be submitted to Council for adoption once approved by the City Manager and Personnel Board. There are instances where a Resolution is passed that has an effect on Personnel Policies. When that occurs the Resolution is added to the Personnel Policies.	
East Ridge	Sinigaglio	Michelle	msinigaglio@eastridgetn.gov	Resolution		
Farragut	Pence	Michelle	mpence@townoffarragut.org	Resolution		
Gatlinburg	Diebold	Michele	micheled@gatlinburgtn.gov	Resolution		
Goodlettsville	West	Dawn	dwest@goodlettsville.gov	Ordinance		
Greeneville	Fuller	Patsy	pfuller@greenevilletn.gov	Resolution	Board approved as a Handbook-HR Regulations	Originally a lot of the personnel policies were in the Charter. In 2019, we pulled the personnel policies out to an employee handbook / HR regulations of its own.
Hendersonville	Gallo	Jason	jgallo@hvilletn.org	Resolution		Some policies are in the Municipal code, so it may require an ordinance, but more frequently a resolution.
Hendersonville	Eckenroth	Jesse	jeckenroth@hvilletn.org	Other	Ordinance if they are incorporated into the municipal code. If they are not part of the municipal code it is by City Attorney discretion.	
Kingsport	Copas	Tyra	TyraCopas@KingsportTN.gov	Resolution		
La Vergne	Patton	Andrew	apatton@laverngetn.gov	Resolution		

Adoption of Personnel Policies Survey
 MTAS Research and Information Center | September 2023



Municipality	Recipient Last Name	Recipient First Name	Recipient Email	How are your personnel policies adopted?	How are your personnel policies adopted? 'Other' Comments	Is there anything else you'd like to share regarding the adoption of personnel policies in your
Lexington	Burton	Fran	fran.burton@lexingtontn.gov	Ordinance		
Loudon	Brown	Jaison	jaison.brown@loudonutilities.org	Resolution		
Martin	Newton	Brittany	bnewton@cityofmartin.net	Ordinance		
Maryville	Crawford	Leslie	lgcrawford@maryville-tn.gov	Resolution		
McMinnville	Rutledge	Libby	lrutledge@mcminnvilletn.gov	Ordinance		
Mt. Juliet	Gore	Lynn	lgore@mtjuliet-tn.gov	Resolution		
Mt. Pleasant	Alderson	Laytoya	lalderson@mtpleasant-tn.gov	Resolution		
Nolensville	Duenez	Misti	mduenez@nolensvilletn.gov	Ordinance		
Sevierville	Ward	Kristi	kward@seviervilletn.org	Ordinance		no
Smyrna	Craig	Jeff	jeff.craig@townofsmyrna.org	Other		
Sparta	Jeffries	Lorie	l.jeffries@spartatn.gov	Resolution		
Spring Hill	Stokes	Richard	rstokes@springhilltn.org	Ordinance		
Union City	Darnall	Amanda	personnel@unioncitytn.gov	Ordinance		
White House	Brewton	Amanda	abrewton@whitehousetn.gov	Resolution		

Employee Handbook adopted by reference

BOOK ADOPTED BY REFERENCE.

Book, and any and all amendments, are hereby adopted by refer

; Ord. 12-04, passed 4-16-2012; Ord. 12-13, passed 7-16-201
8-2013; Ord. 13-32, passed 11-18-2013; Ord. 15-11, passed (1
9-18-2017; Ord. 18-06, passed 3-19-2018; Ord. 18-07, passe

RESOLUTION 23-183

A RESOLUTION ADOPTING AN UPDATED COMPENSATION PLAN FOR EMPLOYEES OF THE CITY OF SPRING HILL

WHEREAS, the City of Spring Hill adopted an Employee Handbook on April 19, 2011, with the adoption of Ordinance 11-02; and

WHEREAS, the City of Spring Hill wishes to provide a fair and equitable compensation and classification program for all employees; and

WHEREAS, the adopted Employee Handbook requires that a Compensation and Classification Plan be approved and updated; and

WHEREAS, the results of the Classification and Compensation Study Update have been reviewed by City staff and adopted by the Board of Mayor and Aldermen; and

WHEREAS, several positions have been added or modified which include the addition of an Assistant to the City Administrator, Project Assistant (Planning), PT Firefighters and the modification of the Micro-Business Specialist to a Micro-Business Manager; and

WHEREAS, the attached changes to the compliment are recommended.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the position compliment attached hereto and made part of this resolution be approved with implementation effective September 1, 2023, subject to annual appropriation of funds.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of September 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



MEMORANDUM

TO: Board of Mayor and Aldermen
CC:
FROM: Richard L. Stokes, HR Director, City of Spring Hill
RE: Pay Authorization and Grade Changes
DATE: 9/11/2023

PURPOSE:

The purpose of this resolution is to modify the City of Spring Hill pay authorization and grade changes.

BACKGROUND:

On June 20, 2023, the Board of Mayor and Aldermen of the City of Spring Hill adopted Resolution 23-102, A Resolution to adopt a schedule of authorized positions for Fiscal Year 2023 – 2024; Providing for repeal of conflicting schedules; and providing for an effective date.

Several positions were not included in the study that needed to be added. They include:

- Assistant to the City Administrator - Administration

Several additions/modifications have been made to several positions including:

- Micro-Business Specialist – to Micro-Business Manager - Administration
- Addition of a Project Assistant - Planning
- Addition of six (6) Part-time Firefighters, Fire Department

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

It is recommended that the resolution is adopted.



CITY OF SPRING HILL

199 Town Center Parkway • Spring Hill, Tennessee 37174

931-486-2252

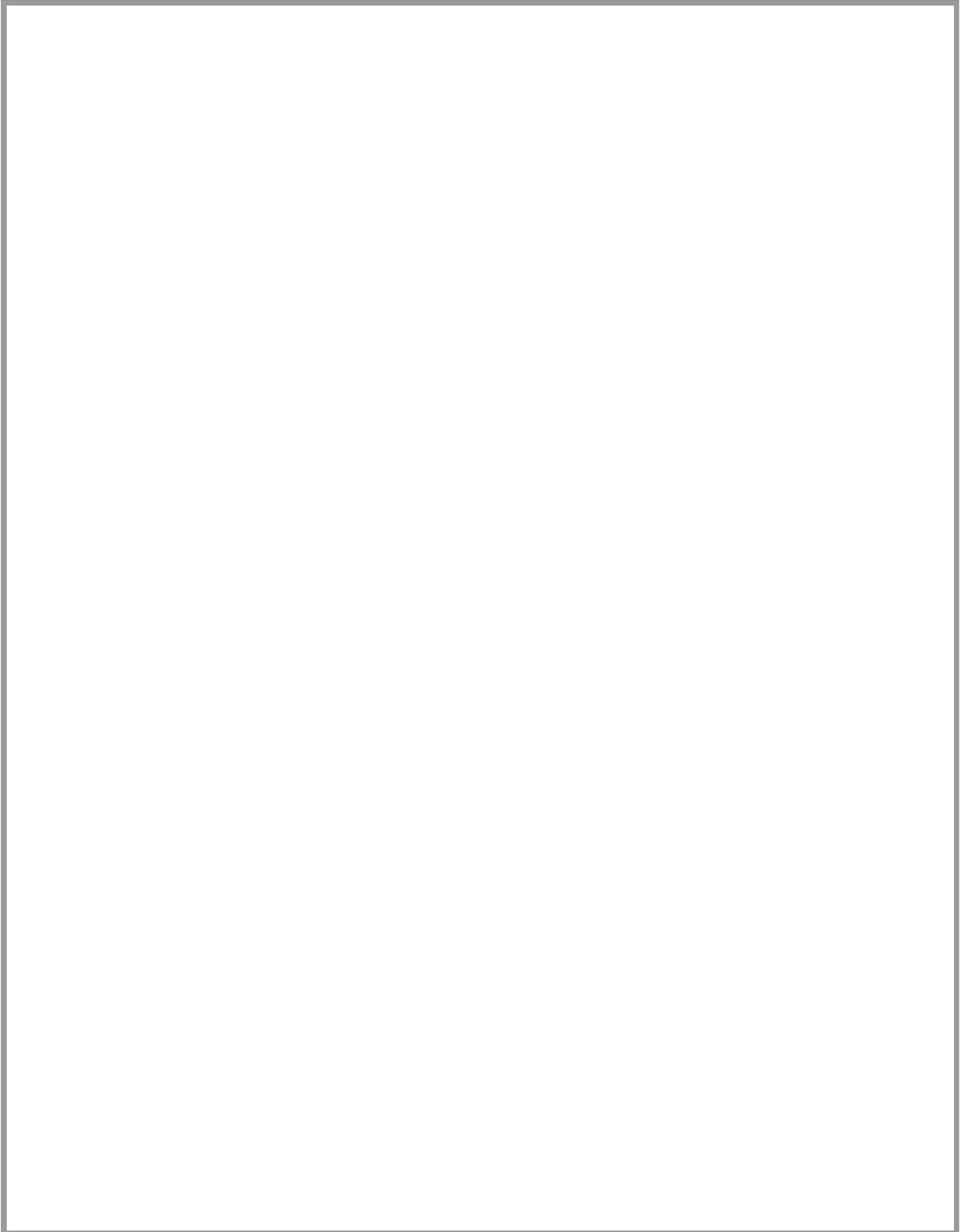
www.springhilltn.org

Funs	Dept. Code	Department	Job Title	Salaried	Wages	Total
110	41500	Finance	Account Clerk 1		1	1
110	42100	Police	Account Clerk 1		1	1
410	52050	GF Support	Account Clerk 1		2.625	2.625
110	41500	Finance	Account Clerk 2		3	3
110	42100	Police	Account Clerk 2		1	1
110	43110	Streets	Administrative Assistant 1		1	1
110	46100	Planning	Administrative Assistant 1		1	1
110	46200	Codes	Administrative Assistant 1		2	2
410	52010	Utility Administration	Administrative Assistant 1		1	1
110	41500	Finance	Administrative Assistant 1		1	1
110	42100	Police	Administrative Assistant 2		2	2
110	42200	Fire	Administrative Assistant 2		1	1
110	43100	Pub Works Admin	Administrative Assistant 2		1	1
110	42200	Fire	Assistant Chief	1		1
110	41310	Administration	Assistant City Administrator	2		2
110	41310	Administration	Assistant to the City Administ	1		1
110	44800	Library	Assistant Director	1		1
110	14500	Finance	Assistant Finance Director	1		1
110	43100	Pub Works Admin	Assistant PW Director	1		1
410	52100	WTP	Assistant Superintendent	1		1
410	52220	Sewer Collection	Assistant Superintendent	1		1
110	46300	Engineering	Associate Engineer	1		1
110	46100	Planning	Associate Planner	2		2
110	42200	Fire	Asst Fire Marshal		1	1
110	42200	Fire	Battalion Chief		3	3
110	41500	Finance	Bookkeeper		1	1
110	46200	Codes	Building Inspector		2	2
110	42100	Police	Captain	1		1
110	42100	Police	Chief	1		1
110	42200	Fire	Chief	1		1
110	46200	Codes	Chief Building Official	1		1
110	41310	Administration	City Administrator	1		1
110	46100	Planning	City Planner	1		1
110	41500	Finance	City Recorder	1		1
110	46300	Engineering	Civil Enginner	1		1
110	46200	Codes	Codes Enforcement Officer		2	2
110	43110	Streets	Crew Chief		4	4
110	43120	Traffic	Crew Chief		1	1
210	43200	Sanitation	Crew Chief		1	1
410	52220	Sewer Collection	Crew Chief		1	1
416	43150	StormWater	Crew Chief		1	1
110	41641	IT	Data Analyst		1	1
110	42100	Police	Deputy Chief	2		2
110	42200	Fire	Deputy Chief	1		1
110	41650	Human Resources	Director	1		1
110	44400	Parks & Recreation	Director	1		1

110	46100 Planning	Director	1	1
410	52010 Utility Administration	Director	1	1
110	44800 Library	Director	1	1
110	42500 EMA	Director 1	1	1
110	41320 Communication	Director 2	1	1
110	41642 GIS	Director 2	1	1
110	43100 Pub Works Admin	Director 2	1	1
110	41500 Finance	Director 3	1	1
110	43100 Pub Works Admin	Engineer	1	1
110	41310 Administration	Executive Assistant		1
410	52120 Distribution	Field Technician 1		1
110	42200 Fire	Fire Captain	1	13
110	42200 Fire	Fire Engineer		16
110	42200 Fire	Fire Inspector		1
110	42200 Fire	Fire Marshall	1	1
110	42200 Fire	Firefighter		29.13
110	43110 Streets	Inspector		1
110	46200 Codes	Inspector		1
110	46300 Engineering	Inspector		5
416	43150 StormWater	Inspector		1
110	41800 Facilities	Janitorial		2
110	44800 Library	Library Tech 1		4.35
110	44800 Library	Library Tech 2		5.375
110	42100 Police	Lieutenant	7	7
410	52100 WTP	Maintenance Mechanic		1
110	43110 Streets	Maintenance Worker 1		1.45
210	43200 Sanitation	Maintenance Worker 1		1
410	52120 Distribution	Maintenance Worker 1		3
410	52220 Sewer Collection	Maintenance Worker 1		3
416	43150 StormWater	Maintenance Worker 1		1
110	41800 Facilities	Maintenance Worker 2		1
110	43110 Streets	Maintenance Worker 2		8
110	44700 Park Maintenance	Maintenance Worker 2		2
210	43200 Sanitation	Maintenance Worker 2		1
410	52120 Distribution	Maintenance Worker 2		2
410	52210 WWTP	Maintenance Worker 2		1
410	52220 Sewer Collection	Maintenance Worker 2		2
410	52120 Distribution	Maintenance Worker 3		1
410	52220 Sewer Collection	Maintenance Worker 3		1
416	43150 StormWater	Maintenance Worker 3		1
110	41650 Human Resources	Manager	1	1
110	43170 Fleet	Mechanic		1
410	52210 WWTP	Mechanic 1		1
110	43170 Fleet	Mechanic 2		1
110	42100 Police	MH Counselor		0.4
110	41200 Judicial	Municipal Court Judge		0.1
110	43110 Streets	Operator 1		1

410	52100 WTP	Operator 1	4	4
410	52210 WWTP	Operator 1	1	1
410	52220 Sewer Collection	Operator 1	1	1
110	43110 Streets	Operator 2	2	2
210	43200 Sanitation	Operator 2	3	3
410	52100 WTP	Operator 2	1	1
410	52210 WWTP	Operator 2	1	1
410	52100 WTP	Operator 3	1	1
410	52210 WWTP	Operator 3	1	1
416	43150 StormWater	Operator 3	1	1
110	42100 Police	Police Detective	7	7
110	42100 Police	Police Officer	32	32
110	42100 Police	Police Officer 2	4	4
110	42100 Police	Police Officer 3	6	6
110	42100 Police	Police Sgt	12	12
110	42100 Police	Police Sgt 2	1	1
110	46100 Planning	Project Assistant	1	1
110	46100 Planning	Project Assistant	1	1
410	52050 GF Support	PT Finance Associate	0.6	0.6
110	44700 Park Maintenance	PT Groundskeepers	4	4
110	41500 Finance	Receptionist	1	1
110	44400 Parks & Recreation	Recreation Assistant	2.55	2.55
110	41310 Administration	Manager	1	1
110	41320 Communication	Specialist	2	2
110	41641 IT	Specialist	1	1
110	41642 GIS	Specialist	1	1
110	41650 Human Resources	Specialist	1	1
410	52010 Utility Administration	Specialist	1	1
110	41800 Facilities	Superintendent	1	1
110	43110 Streets	Superintendent	1	1
110	43170 Fleet	Superintendent	1	1
410	52100 WTP	Superintendent	1	1
410	52120 Distribution	Superintendent	1	1
410	52210 WWTP	Superintendent	1	1
410	52220 Sewer Collection	Superintendent	1	1
416	43150 StormWater	Superintendent	1	1
110	43170 Fleet	Supervisor	1	1
110	44400 Parks & Recreation	Supervisor	1	1
110	44700 Park Maintenance	Supervisor	1	1
410	52050 GF Support	Supervisor	1	1
410	52100 WTP	Supervisor	1	1
410	52120 Distribution	Supervisor	1	1
410	52210 WWTP	Supervisor	1	1
110	42100 Police	Technician 1	1	1
110	46100 Planning	Technician 1	1	1
410	52120 Distribution	Technician 1	1	1
410	52210 WWTP	Technician 1	1	1

110	41650 Human Resources	Technician 2	1	1
110	42100 Police	Technician 2	1	1
110	43120 Traffic	Technician 2	2	2
410	52100 WTP	Technician 2	1	1
410	52120 Distribution	Technician 2	1	1
Grand Total			60	256.58 316.58



RESOLUTION 23-172

A RESOLUTION TO APPROVE A LEASE AGREEMENT BETWEEN THE CITY OF SPRING HILL AND JOHN MAHER BUILDERS, INC. FOR OFFICE SPACE LOCATED AT 8060 STATION HILL DRIVE, SPRING HILL, TENNESSEE

WHEREAS, the City of Spring Hill has the need to acquire or lease office space to accommodate the City’s departments and staff; and

WHEREAS, John Maher Builders, Inc. has available office space located at 8060 Station Hill Drive ; and

WHEREAS, the City desires to lease 5,640 sq ft at a cost of \$XXXX with a term of sixty-four months beginning on October 1, 2023 and an optional three year renewal after the initial term; and

WHEREAS, the City would be additionally be fiscally responsible for a portion of the property taxes, insurance and building operating costs and fully responsible for utilities cost; and

WHEREAS, John Maher Builders, Inc. has presented the City with a lease agreement to these, but not limited to, terms and conditions, as detailed in Exhibit A, attached hereto.

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen:

1. Approves the lease agreement between the City of Spring Hill and John Maher Builders, Inc. for office space located at 8060 Station Hill Drive, Spring Hill, Tennessee with terms and conditions detailed in the contract, Exhibit A, attached hereto.
2. Authorize the Mayor to sign the lease agreement.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of September, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: **Approval of Resolution 23-172**
SUBMITTED BY: Missy Stahl, CIP Manager
Pete Hughes, Development Director
DATE: September 18, 2023
RE: To approve a lease agreement between the City and John
Maher Builders, Inc. for office space

BACKGROUND:

The City's Development Department is currently located in leased office in the World Wide Stages ("WWS") building on Northfield Drive. WWS has notified the City that the space will no longer be available for lease as of June 30, 2024. Therefore, office space needs to be purchased or leased to relocate the department.

John Maher Builders, Inc. currently has open office space for lease located at 8060 Station Hill Drive. The City desires to lease the top floor of approximately 5,640 sq ft. This would accommodate current staffing needs for offices, file rooms, conference rooms and a break room. The term of the agreement is for sixty-four months, effective September 1, 2023, with an option to renew for three more years at the end of the initial term. The City would be fiscally responsible for: monthly rent; utilities; and a portion of the city and county property taxes, building operating expenses and insurance.

FINANCIAL IMPACT:

The totally yearly cost will be \$XXXX. The lease does not include utilities therefore there would be additional costs beyond the monthly rent.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-172, to approve a lease agreement between the City of Spring Hill and John Maher Builders, Inc. for office space located at 8060 Station Hill Drive.

LEASE AGREEMENT
BETWEEN
JOHN MAHER BUILDERS, INC, LANDLORD
AND
CITY OF SPRING HILL, TENANT
DATED: October 1, 2023

TABLE OF CONTENTS

	PAGE
1. PREMISES	7
2. TERM.....	7
3. BASE RENT AND ADDITIONAL RENT	8
4. TAXES AND INSURANCE	8
5. OPERATING COSTS	9
6. UTILITIES.....	12
7. USE/CONDUCT OF BUSINESS	13
8. USE OF COMMON AREAS AND SHARED PREMISES	14
9. CONDITION OF PREMISES/CONSTRUCTION.....	14
10. ALTERATIONS AND ADDITIONS	15
11. REPAIRS BY LANDLORD.....	15
12. REPAIRS BY TENANT.....	16
13. NO LIENS	16
14. INDEMNITY AND INSURANCE	17
15. CASUALTY	19
16. CONDEMNATION.....	20
17. ASSIGNMENT AND SUBLETTING	21
18. DEFAULT	22
19. REMEDIES FOR DEFAULT.....	23
20. LIABILITY OF LANDLORD.....	25
21. SURRENDER OF PREMISES.....	26
22. EXTERIOR SIGNS.....	26
23. RIGHT OF ENTRY	27
24. SUBORDINATION/ATTORNMEN/ESTOPPEL.....	27
25. NO ESTATE IN LAND.....	29
26. PARKING.....	29
27. HOLDING OVER.....	29
28. HAZARDOUS MATERIALS	29
29. NOTICES.....	29
30. QUIET ENJOYMENT	30

TABLE OF CONTENTS
(continued)

	PAGE
31 INTENTIONALLY OMITTED	30
32. MISCELLANEOUS.....	30
33. SECURITY DEPOSIT	32
34. INTENTIONALLY OMITTED	32
35. ATTORNEYS' FEES.....	32
36. LANDLORD DEFAULT	32
37. MITIGATION OF DAMAGES	33
38. LIMITATION OF DAMAGES.....	33
39. LANDLORD REPRESENTATIONS	33

EXHIBIT A – SITE PLAN AND DESCRIPTION OF PREMISES

EXHIBIT B - DESCRIPTION OF LANDLORD'S WORK AND TENANT'S WORK

EXHIBIT C - PERMITTED SIGNAGE

LEASE SUMMARY SHEET

LANDLORD: John Maher Builders, Inc., a Tennessee corporation.

LANDLORD NOTICE ADDRESS: 1109 Old Kedron Road, Spring Hill, TN 37174.

TENANT: City of Spring Hill

TENANT NOTICE ADDRESS: 199 Town Center Parkway, Spring Hill, TN 37174.

PROJECT: A two story office building located at 8060 Station Hill Drive, Spring Hill, Tennessee 37174 containing a total of approximately 12,286 square feet.

PREMISES AND APPROXIMATE SQUARE FOOTAGE: The Premises is a part of the Project as shown on the site plan attached hereto as Exhibit A and made a part hereof, and containing approximately 6,143 square feet. Tenant shall have use of the entire Premises beginning on the Commencement Date. Tenant shall have access to the Premises during normal working hours, and as arranged with Landlord, for the purpose of build-out beginning upon execution of this Lease.

TERM; TERMINATION: The initial term (the "Initial Term") of the Lease shall be sixty-four (64) calendar months, commencing October 1, 2023 (the "Commencement Date"). Tenant shall have the option to extend the term for an additional period of three (3) years (the "Renewal Term"), as provided in Section 2(b) of the Lease. As used in this Lease, the term "Term" shall mean the Initial Term and, if applicable, the Renewal Term.

IMPROVEMENTS: Landlord shall, at its expense, construct improvements to the Premises described as Landlord's Work in Exhibit B. Tenant shall, at its expense, construct improvements to the Premises described as Tenant's Work in Exhibit B.

BASE RENT:

Tenant shall pay to Landlord Base Rent during the Initial Term as follows:

Months During Initial Term	Monthly Amount
1 – 4	\$ 0.00
5 – 16	\$11,262.17
17 – 28	\$11,600.03
29 – 40	\$11,948.03
41 – 52	\$12,306.47
53 – 64	\$12,675.67

Tenant shall pay to Landlord Base Rent during the Renewal Term (if elected) as follows:

Months During Renewal Term	Monthly Amount
65 – 76	TBD (Then Market Rental Rate)
77 – 88	TBD (Then Market Rental Rate)
89 - 100	TBD (Then Market Rental Rate)

OTHER SUMS PAYABLE: Tenant's Proportionate Share of Taxes, Insurance and Operating Costs. Tenant's Proportionate Share shall be 50.0% (6,143sf/12,286sf). Currently Taxes are estimated to be \$ tbd psf, Insurance is estimated to be \$ tbd psf and Operating Costs are estimated to be \$ tbd for a total of \$ tbd psf. Tenant shall pay all of its utilities.

PERMITTED USE: General office purposes, and for no other business or other purposes without the written consent of Landlord.

SECURITY DEPOSIT: \$12,675.67

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made this ____ day of September, 2023 by and between John Maher Builders, Inc., a Tennessee corporation ("Landlord"), and City of Spring Hill ("Tenant").

WITNESSETH:

1. PREMISES.

(a) The "Premises," as used herein, shall mean the Premises described on the Lease Summary Sheet. Landlord, for and in consideration of the rents, covenants, agreements, and conditions hereinafter set forth, reserved and contained to be paid, kept, observed and performed by Tenant, does hereby demise and lease the Premises unto Tenant, and Tenant hereby takes and rents the Premises from Landlord upon the terms and conditions hereinafter set forth. The floor area of the Premises as used throughout the Lease shall mean and include the square footage of the Premises as set forth on the Lease Summary Sheet and hereby agreed by Landlord and Tenant to be correct. No deduction or exclusion shall be made in determining the floor area of the Premises by reason of stairs, elevators, escalators, interior partitions or other interior construction elements or equipment.

(b) Landlord reserves the use of the roof, exterior walls and the area above and below the Premises, together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements running through the Premises that serve other parts of the Project. Tenant shall have access to the Premises 24 hours a day, 7 days a week, 365/366 days a year. Concurrent with the Term, Landlord hereby agrees that Tenant shall have full use of the Premises. Under Landlord's supervision and reasonable requirements, Tenant may use and have access to any applicable portions of the roof of the building, maintenance, equipment and utility rooms and closets, conduits, wires and appurtenant equipment within the building, and utilities servicing the Premises. Furthermore, Landlord agrees to allow Tenant and Tenant's agents and contractors access for installation and maintenance with respect to any of the foregoing so long as such installation and/or maintenance is coordinated with Landlord in advance and provided Tenant follows Landlord's reasonable rules and requirements.

2. TERM.

(a) Tenant shall have and hold the Premises for the Initial Term set forth on the Lease Summary Sheet. The term "Lease Year," as used in this Lease, shall, in the case of the first Lease Year, mean the period from the Commencement Date through December 31, 2024. Each subsequent "Lease Year" shall mean the twelve (12) full calendar month period commencing on the first day of the calendar month next following the end of the first Lease Year, and commencing with each subsequent annual anniversary date thereof. The last "Lease Year" shall mean the period commencing with the then current Lease Year and terminating on the date of the termination or cancellation of the Term. The parties acknowledge and agree that the first Lease Year will include approximately sixteen (15) calendar months.

(b) Tenant shall have the right to extend the term of this Lease for one (1) additional three-year period. To exercise this right, Tenant shall provide written notice to Landlord at least 180 days prior to the expiration of the Initial Term. Base Rent during each year of the Renewal Term shall be at the then current market rental rate for the Project (as indicated on the Lease Summary Sheet). All other terms and conditions of this Lease shall apply during the Renewal Term.

3. BASE RENT AND ADDITIONAL RENT.

(a) "Base Rent," as used herein, shall mean the Base Rent described on the Lease Summary Sheet. During the Term, Tenant shall pay the Base Rent to Landlord in advance, in monthly installments, with the first such monthly installment being due and payable on or before the Commencement Date, and subsequent installments being due and payable on or before the first (1st) day of each succeeding calendar month thereafter. If, however, the Commencement Date occurs on a day other than the first day of a calendar month, then there shall be due and payable on or before the Commencement Date, as Base Rent for the balance of such calendar month a sum equal to one-thirtieth (1/30th) of the Base Rent for such calendar month times the number of days commencing on the Commencement Date and continuing through the end of such calendar month.

(b) Taxes, Insurance, Operating Costs, utilities and other expenses or sums that Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, and all damages, costs and expenses which Landlord may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Lease, shall be deemed to be additional rent ("Additional Rent") and, in the event of nonpayment by Tenant, Landlord shall have all the rights and remedies with respect thereto as Landlord has for nonpayment of the Base Rent. As used herein, the term "Rent" shall mean the Base Rent and Additional Rent.

(c) All payments of Rent shall be made by Tenant without notice or demand at the office of Landlord or at such other place as Landlord may from time to time designate in writing, and without set-off, deduction or abatement, except as expressly provided herein. Any payments of Rent not received by Landlord on or before five (5) days following the date when due shall be deemed delinquent. Tenant shall pay to Landlord on demand a late charge equal to ten percent (10%) of the amount of such Rent. Tenant acknowledges that such late charge is not a penalty, but is to compensate Landlord for the additional administrative expenses and other expenses incurred by Landlord in handling delinquent payments (which expenses are not readily ascertainable), and is in addition to, not in lieu of, interest on late payments as provided herein and any other remedies that Landlord may have by virtue of Tenant's failure to make payments when due. Interest on any payment of Rent not received by Landlord on or before the date when due shall accrue from the date when due to and including the date such payment is received by Landlord at the base or index rate established from time to time by Regions Bank in Nashville, Tennessee, or its successor, plus three percent (3%), but in no event in excess of the maximum interest rate permitted under applicable law from time to time (the "Default Rate").

4. TAXES AND INSURANCE.

(a) Tenant shall pay to Landlord Tenant's Proportionate Share of Taxes and Insurance in the manner set forth below.

(b) "Taxes" shall mean all taxes and assessments (special or otherwise), impact fees, sewage charges and other governmental impositions of every kind and nature whatsoever (whether in lieu of the same or not), extraordinary as well as ordinary, foreseen and unforeseen levied or assessed against the use and/or occupancy of the Project, together with any use or other tax levied, assessed or imposed upon the Base Rent or any other Rent reserved hereunder, imposed by any federal, state or local authority or any other authority having jurisdiction over the Project, and shall also include all costs and expenses, including reasonable attorney's fees, incurred by Landlord during negotiations for or contests of the amount of Taxes. In the event the methods of taxation prevailing at the commencement of this Lease shall thereafter be modified so that in lieu of or as a substitute for the whole or any part of the Taxes now levied, assessed or imposed, there shall be levied, assessed or imposed an income or other tax, then the same shall be included in the computation of Taxes. Notwithstanding anything herein to the contrary, Taxes shall not include any federal, state or local tax that is imposed on the income of individuals and/or businesses generally.

(c) "Insurance" shall mean all premiums and other costs paid by Landlord for insurance on the Project from time to time, including, but not limited to, property coverage, rental income insurance, malicious mischief and public liability insurance carried by Landlord on the Project.

(d) Taxes and Insurance shall be paid in equal monthly installments at the same place and on the same date on which the Base Rent is payable hereunder. Landlord shall notify Tenant from time to time of the amount which Landlord reasonably estimates will be the amount of Tenant's Proportionate Share of Taxes and Insurance for each calendar year (subject to adjustment by Landlord from time to time during such calendar year); such estimated amount will then be used to compute the monthly installments of Taxes and Insurance payable by Tenant hereunder. After the actual Taxes and Insurance for the current calendar year has been ascertained, Landlord shall send Tenant a statement setting forth the actual amount of Tenant's Proportionate Share of Taxes and Insurance for such calendar year and the amount of the resulting deficiency or overpayment, as the case may be. Tenant shall pay any deficiency within ten (10) days after mailing of such notice, and Landlord will refund any excess within ten (10) days after mailing of such notice.

(e) During the period beginning on the Commencement Date and ending on the last day of the first Lease Year, Tenant shall pay to Landlord as Tenant's Proportionate Share of Taxes and Insurance the monthly sum of \$ tbd (based on the initial annual estimate of \$ tbd per square foot). Thereafter, the monthly amount shall be adjusted as provided in subparagraph (c) above.

5. OPERATING COSTS.

(a) "Common Areas," shall mean the portions of the Project, whether now or hereafter owned by Landlord or now or hereafter made available by Landlord for use by tenants,

within or adjacent to the Project, that are or have been designated and approved by Landlord for common use by or for the benefit of all tenants of the Project and their respective employees, agents, subtenants, concessionaires, licensees, customers and invitees, including but not limited to parking lots, access and perimeter roads, truck passageways, loading platforms, fire corridors, service corridors, landscaped areas, exterior walks, arcades, stairways, ramps, interior corridors, elevators, stairs, underground storm and sanitary sewers, utility lines, wash rooms, drinking fountains, toilets, equipment, signs and other public facilities and the like; but excluding all portions of the Project that are used or intended for the exclusive use by Landlord or any tenant under the terms of its lease. Any portion of the Project that may be included within the Common Areas may thereafter be excluded therefrom when designated by Landlord for a non-common use.

(b) Tenant shall pay to Landlord Tenant's Proportionate Share of Operating Costs. "Operating Costs," shall mean all commercially reasonable costs and expenses of every kind and nature incurred by Landlord in the operation, management, maintenance, and repair of all the Common Areas. Operating Costs shall include, without limitation: the cost of police and fire protection equipment and services, if provided; gardening and landscaping; repairs and painting; decorating and redecorating the Common Areas; striping, sweeping and lighting (including the cost of electricity and maintenance and replacement of fixtures and bulbs); regulating traffic; rubbish, garbage and other refuse removal; ice and snow removal; machinery, equipment and supplies used in the operation, maintenance and repair of the Common Areas and facilities; depreciation of machinery and equipment used in the operation and maintenance of the Common Areas; replacement of paving, curbs and walkways; utility, drainage and water systems, impact fees and charges; and the cost to Landlord of personnel to implement and perform the operation, maintenance and repairs of the Common Areas as provided above (including worker's compensation insurance, salaries and other benefits covering such personnel), provided, however, if such personnel do not work exclusively at the Project site, only that portion of such costs equivalent to the percentage of time spent by such personnel at the Project site shall be included in the Operating Costs. Landlord, in its sole discretion, may elect to employ security for the Common Areas and the cost of the same shall be included in Operating Costs; provided however, Landlord shall be under no obligation to do so, and Landlord's election to employ security shall not be deemed an undertaking by Landlord to ensure the safety of the tenants or any of their agents, employees, contractors, customers or invitees or the property of any such parties. Notwithstanding the foregoing, Operating Costs shall not include the following:

- (i) depreciation on the Project;
- (ii) costs of tenant improvements incurred in renovating leased space for the exclusive use of a particular tenant of the Project including permits, licenses and inspection fees;
- (iii) brokers' commissions;
- (iv) any mortgage (or comparable security) related principal or interest associated with the Project;

- (v) costs of repairs or other work to the extent Landlord is reimbursed by insurance, warranties or condemnation proceeds or directly by any tenant in the Project;
- (vi) utilities or other cost charged directly to, or paid directly by, a tenant of the Project other than those paid by Landlord for common areas as a part of the Operating Costs;
- (vii) fines, interest and penalties incurred due to Landlord's late payment
- (viii) organizational expenses associated with the creation and operation of the entity which constitutes Landlord, or Landlord's personal or corporate income or estate taxes;
- (ix) any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants in the Project under their respective leases;
- (x) Costs incurred in conjunction with investigation, remediation and/or monitoring of hazardous substances, unless caused by Tenant;
- (xi) Costs incurred due to violations by other tenants of the Project or Landlord of any of the terms and conditions of the Lease or any other lease related to the Project;
- (xii) Rent or other related expenses incurred in leasing air conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, unless such equipment or systems are obtained temporarily to replace systems or equipment that have become nonfunctional or defective;
- (xiii) The cost incurred by Landlord to restore the Premises or the Project to the condition required under this Lease Agreement whether covered by insurance or not;
- (xiv) Costs arising from Landlord's charitable or political contributions;
- (xv) Costs incurred in connection with compliance of the Common Areas with the ADA and the Fair Labor Standards Act and all rules and regulations promulgated thereunder in effect as of the Commencement Date;
- (xvi) Legal fees incurred in the negotiation of leases associated with the Project or in connection with or arising out of leasing disputes with tenants;
- (xvii) Capital improvements or replacements; provided, that, repairs, refurbishments and replacements required to be made to the Common Areas and which are required to be capitalized in accordance with applicable U.S. federal income tax principles may be included in Operating Costs each year to the extent of depreciation and/or amortization deductions allowed for such year under applicable U.S. federal income tax principles;
- (xviii) Replacements or repairs required to be paid by other tenants or their insurers, or covered by construction contracts, or by insurance proceeds, including, without

limitation, any repairs or replacements of defects in the initial construction of the Common Area improvements;

(xix) Costs attributable to removing asbestos and any other Hazardous Materials, if any, located at the Project or the Premises (not installed or placed at the Project or the Premises by Tenant or its contractors) and complying with all laws, rules, orders and regulations concerning Hazardous Materials (including asbestos) of all governmental, quasi- governmental or judicial authorities;

(xx) Costs incurred in repairing or replacing structural portions of the Project or the Premises; and

(xxi) Costs incurred in connection with acquiring property to be added to the Project and cost of any construction appertaining to any property so added.

(c) Operating Costs shall be paid in equal monthly installments at the same place and on the same date on which the Base Rent is payable hereunder. Landlord shall notify Tenant from time to time of the amount which Landlord reasonably estimates will be the amount of Tenant's Proportionate Share of Operating Costs for each calendar year (subject to adjustment by Landlord from time to time during such calendar year); such estimated amount will then be used to compute the monthly installments of Operating Costs payable by Tenant hereunder. After the actual Operating Costs for a calendar year has been ascertained, Landlord shall send Tenant a statement setting forth the actual amount of Tenant's Proportionate Share of Operating Costs for such calendar year and the amount of the resulting deficiency or overpayment, as the case may be. Tenant shall pay any deficiency within thirty (30) days after mailing of such notice. Landlord will credit any surplus payments of Operating Costs against the first monthly estimated payment of Operating Costs due for the next succeeding calendar year, until such surplus credit has been exhausted. In the event such surplus credit remains at the expiration of the Term, Landlord shall within five (5) days issue payment to Tenant for said surplus.

(d) During the period beginning on the Commencement Date and ending on the last day of the first Lease Year, Tenant shall pay to Landlord as Tenant's Proportionate Share of Operating Costs the monthly sum of \$ tbd (based on the initial annual estimate of \$ tbd per square foot). Thereafter, the monthly amount shall be adjusted as provided in subparagraph (c) above.

(e) Landlord warrants and represents that none of the expenses included in determining Tenant's Proportionate Share of Operating Costs shall be included in any other charge, fee, assessment or rent payable by Tenant under the Lease.

6. UTILITIES. Tenant shall pay all bills, costs and charges for water, gas, electricity, telephone, garbage and trash collection (for trash generated within the Premises), fuel, light, heat and power furnished to or used by Tenant on or about the Premises, and all sewage disposal or sewerage service charges for the Premises and any impact fees or utility fees as required by local governmental authorities and/or any utility company. If Tenant does not pay such bills and charges, Landlord may, but shall not be obligated to, pay the same, and such payment shall be Additional Rent payable upon demand by Landlord. Landlord may elect to furnish one or more

utility services to Tenant, and, in such event, Tenant shall purchase such services from Landlord and shall pay, as Additional Rent, the charges for such services provided by Landlord, provided, however, that the cost for such service (including any fees assessed by Landlord) shall not exceed a rate that Tenant would otherwise pay for such service if Tenant obtained such utility service directly from the applicable utility provider, and further provided that in the event of any failure or delay in utility supply that is within Landlord's control, Landlord shall use all due diligence to restore such utilities as soon as possible so as to minimize any interruption in Tenant's activities at the Premises. If such interruption or failure in utility services is caused by Landlord, its agents, employees, or contractors and continues for a period of three (3) days, then Base Rent due hereunder shall equitably abate, beginning at the end of such third (3rd) day, to the extent and for so long as the Premises are rendered significantly unusable by such interruption or failure in Tenant's reasonable and good faith judgment. Notwithstanding the preceding sentence, if such interruption or curtailment is caused by the gross negligence of Landlord, its agents or contractors and said utility is not restored within twenty-four (24) hours of the interruption, an equitable abatement of Rent shall be allowed from the time of such interruption until the time that said utility is restored. Landlord may at any time discontinue furnishing any service without obligation, other than to connect the Premises to the appropriate public utility. In no event shall Landlord be liable for any interruption or cessation in the supply of any such services or utility services not furnished by Landlord to the Premises nor for any interruption or cessation in the supply of any such services or utility services that are due to fire, accident, strike, acts of God or other causes beyond the control of Landlord, or in order to make alterations, maintenance, repairs or improvements. Except as expressly provided herein, no disruption or cessation of utility service to the Premises shall be construed as an eviction of Tenant, work an abatement of rent, or relieve Tenant from fulfillment of any covenant or agreement of this Lease, unless such interruption or cessation results from the gross negligence or fault of Landlord.

7. USE/CONDUCT OF BUSINESS.

(a) Tenant shall use and occupy the Premises exclusively for the Permitted Use, as set forth on the Lease Summary Sheet, and shall not use or permit the use of the Premises for any other purpose whatsoever. Tenant shall not commit waste on the Premises, and shall not use or permit to be used the Premises for any illegal purposes, nor in any manner to create any nuisance or trespass, or to disturb other tenants or occupants of the Project, or to injure the reputation of the Project (as determined by Landlord), or to vitiate the insurance or increase the rate of insurance for the Premises or the Project. No second-hand, auction, fire, distress or bankruptcy sales may be conducted on the Premises. Tenant shall not permit any business to be operated in or from the Premises by any concessionaire or licensee without the prior written consent of Landlord. Tenant shall, in performing hereunder, comply, to the extent applicable to Tenant, with all state and local laws in effect from time to time. Tenant shall not install any radio or television or other similar device exterior to the Premises and shall not erect any aerial on the roof or exterior walls of any building within the Project. Tenant shall not use, or permit the use of, any portion of the Premises as sleeping quarters, lodging rooms or for any unlawful purposes. Landlord acknowledges that the Permitted Use, in and of itself, does not constitute waste of the Premises, is not an illegal purpose, does not in any manner create any nuisance or trespass, would not disturb other tenants or occupants of the Project, and would not injure the reputation of the Project; provided, however,

that Landlord makes no such acknowledgement regarding the manner in which Tenant will actually conduct the Permitted Use or otherwise operate its business.

(b) Tenant shall not knowingly use or permit to be used the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now or hereafter in force or any restrictions or prohibited uses contained in any other tenant lease or document of record affecting the Project, or which will violate the exclusive use of any other tenant in the Project. Landlord acknowledges that the Permitted Use, in and of itself, does not conflict with any restrictions or prohibited uses contained in any other tenant lease or document of record affecting the Project, or violate the exclusive use of any other tenant in the Project. Landlord further covenants that it will not enter into or implement any restrictions or prohibited or exclusive uses in any other tenant lease or document of record affecting the Project that will cause the Permitted Use to violate the same. Tenant shall, at its cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now or hereafter in force, and with the requirements of any board of fire underwriters or other similar bodies relating to or affecting the condition, use or occupancy of the Premises whether now or hereafter in effect. Tenant shall pay for any increase in insurance premiums on insurance carried by Landlord to the extent resulting from Tenant's use or occupancy of the Premises or the Project within thirty (30) days after notice from Landlord.

8. USE OF AND COMMON AREAS. Tenant shall have the non-exclusive revocable right during the Term to use the Common Areas for itself, its employees, agents, customers, invitees and licensees for their intended purpose, subject, however, to all the provisions of this Lease and to reasonable rules and regulations as established by Landlord from time to time to insure the safe and efficient operation of the Project ("Rules"). Landlord shall have the right to modify, add or change such Rules as Landlord deems necessary or appropriate in its commercially reasonable discretion. Landlord shall have the right, at any time and from time to time, to change the size, location, elevation or nature of the Common Areas, or any part thereof, including, without limitation, the right to locate thereon structures and buildings of any type. All Common Areas shall be subject to the exclusive control and management of Landlord. Landlord shall have the right (a) to close, if necessary, all or any portion of the Common Areas to such extent as may, in the opinion of Landlord's counsel, be reasonably necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; (b) to close temporarily all or any portion of the Common Areas to discourage non-customer use; (c) to use portions of the Common Areas while constructing additional phases of the Project or while engaged in making additional improvements or repairs or alterations to the Project; and (d) to do and perform such other acts whether similar or dissimilar to the foregoing in, to and with respect to the Common Areas as, in the use of good business judgment, Landlord shall determine to be appropriate for the Project. Landlord shall use reasonable efforts to minimize the disruption of Tenant's business operations during such closure and repair. Tenant shall not be obligated to pay any additional amount of rent for access to the Common Areas.

9. CONDITION OF PREMISES/CONSTRUCTION. Landlord shall expeditiously commence and diligently perform such of its obligations contained in Exhibit B in a good and workmanlike manner, in accordance with all applicable governmental requirements and the plans and specifications therefore as are to be performed by it ("Landlord's Work") on or before the date

specified in Exhibit B. Except as may expressly set forth in Exhibit B, Tenant accepts the Premises in "as is, where is" condition, and agrees the same are suited for the use intended by Tenant, without any warranties whatsoever by Landlord. Tenant shall expeditiously commence and diligently perform such of its obligations contained in Exhibit B as are to be performed by it ("Tenant's Work"), and shall complete its work prior to the expiration of the time allowed to Tenant for completion of Tenant's Work, as provided in Exhibit B. Tenant shall perform or cause to be performed Tenant's Work in a good and workmanlike manner, in accordance with all applicable governmental requirements and the plans and specifications therefore, and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Project. Tenant shall also observe and perform all of its obligations under this Lease (except its obligation to pay Base Rent and Additional Rent) from the date upon which the Premises are made available to perform Tenant's Work until the Commencement Date in the same manner as though the Term began when the Premises were so made available to Tenant for Tenant's Work.

10. ALTERATIONS AND ADDITIONS. Tenant shall not make or allow to be made any alterations, additions, or improvements to the Premises or any part thereof without the prior written consent of Landlord which shall not be unreasonably withheld or delayed. Any alterations, additions or improvements to the Premises, excepting movable furniture and trade fixtures, shall, on the expiration of this Lease, at Landlord's option become a part of the realty and belong to Landlord or shall be removed by Tenant. Tenant shall make all such alterations and additions at Tenant's sole cost and expense. Tenant agrees to use Landlord's designated roofing contractor to perform any permitted roof penetrations. If Tenant violates the provisions of this Section relating to roof penetrations or performs any other work that impairs the roof warranty, in addition to any other damages to which Landlord may be entitled, Tenant shall indemnify Landlord for all repairs to the roof that would have been covered by Landlord's roof warranty, and this indemnity shall survive the expiration or earlier termination of this Lease.

11. REPAIRS BY LANDLORD.

(a) Landlord shall repair and maintain the roof, floor slab, foundation, and structural portions of the Premises, unless such maintenance or repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by Tenant, its agents, servants, employees or invitees, in which case Tenant shall pay to Landlord the costs of such maintenance and repairs. Landlord's obligation to repair shall include the obligation to maintain, service and replace any known defects. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance required of Landlord hereunder unless such failure shall persist for any unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Landlord covenants and agrees to take such reasonable steps as are necessary with respect to such repair, maintenance, alterations or improvements in order to avoid any material interruption of Tenant's use of the Premises. Landlord's work in connection with the Premises and all other work undertaken by Landlord in the Premises, including but not limited to repairs as required herein, shall be performed in a first-class and workmanlike manner and all materials, equipment, fixtures and installation shall be new and in usable condition.

(b) During the period beginning on the Commencement Date and ending June 30, 2024 (the "Initial Maintenance Period"), Landlord shall repair and maintain the heating and air conditioning systems servicing the Premises. For this purpose, the heating and air conditioning systems shall be deemed to have been properly maintained so long such systems maintain a temperature of not less than 65 degrees and no more than 79 degrees (Fahrenheit) at floor level (assuming no significant thermal input by Tenant). After the Initial Maintenance Period, Tenant shall repair and maintain all heating and air conditioning systems.

12. REPAIRS BY TENANT.

(a) Tenant shall, during the Term, at Tenant's sole cost and expense, maintain the Premises and every part thereof in good condition and repair, excluding only such repairs as Landlord is expressly obligated to make under this Lease unless such maintenance or repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by Landlord, its agents, servants, employees or invitees, in which case Landlord shall pay to Tenant the costs of such maintenance and repairs. Tenant's obligation to repair shall include the obligation to maintain, service and replace any known defects. Without limiting the generality of the foregoing, but subject to the provisions of Section 11(a) and (b), Tenant agrees that its obligation to repair, maintain, service and replace shall extend to all electrical, air conditioning and heating systems, plumbing and plumbing fixtures and sewerage pipes serving the Premises (including the free flow to the main sewer line), fire sprinkler systems and fire alarms, all Tenant fixtures, interior non-structural walls, floor coverings, ceilings, the exterior and interior portion of all doors, windows, plate glass and store front in, upon or forming a part of the Premises, and any tenant finish work or other alterations or improvements performed by Tenant. Tenant shall be responsible for damage, from whatever causes, to all glass or plate glass in the Premises, for all damages to water, steam or fire sprinkler pipes in the Premises caused by freezing or neglect by Tenant and for damages to the property of other tenants caused by the overflow or breakage of any such pipes.

(b) Except as specifically set forth in this Lease, Landlord shall have no obligation whatsoever to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof and the parties hereto affirm that Landlord has made no representations to Tenant respecting the condition of the Premises except as specifically provided herein. Landlord may, but shall not be obligated to, make any repairs to be made by Tenant hereunder, if not promptly made by Tenant and all such payments made and incurred by Landlord shall be treated as Additional Rent payable upon demand by Landlord.

13. NO LIENS. Landlord's interest in the Premises shall not be subject to liens for improvements, repairs or alterations made by Tenant, and Tenant shall have no power or authority to create any lien or permit any lien to attach to the Premises or the present estate, reversion or other interest of Landlord in the Premises, the Project, or other improvements thereon as a result of improvements made by Tenant or by reason of any other work done on Tenant's behalf or any other act or omission of Tenant. All materialmen, contractors, artists, mechanics and laborers and other persons contracting with Tenant with respect to the Premises or any part thereof, are hereby charged with notice that such liens are expressly prohibited and that they must look solely to Tenant to secure payment for any work done or material furnished for improvements made at the request of Tenant. Tenant agrees to provide notice to such effect to any such persons doing work

or supplying materials to the Premises. Tenant shall indemnify Landlord against any loss or expenses incurred as a result of the assertion of any such lien, and Tenant covenants and agrees to remove such lien or transfer such lien to a bond or such other security, as may be permitted by applicable law, within thirty (30) days of its assertion. In the event Tenant fails to have such lien removed as required hereunder, Landlord shall have the right to pay such lien and Tenant shall reimburse Landlord for such sum as Additional Rent, plus an administrative fee of ten percent (10%) upon demand.

14. INDEMNITY AND INSURANCE.

(a) Tenant agrees to, and hereby does, indemnify and save Landlord harmless from and against any and all claims, actions, damages, liability, costs and expenses (including attorney's fees, expenses, liability incurred and court costs incurred by Landlord) for any injury (including death) to any persons or damage to any property to the extent arising from, caused by or in connection with (i) any occurrence in, upon or at the Premises, or in any way related to or arising out of Tenant's use or occupancy of the Premises, the Common Areas, in or about the Project, or any part thereof, except to the extent caused by Landlord or its agents, employees, contractors; (ii) the negligence, misconduct or any act or omission to act of Tenant, its agents, employees, contractors, subcontractors, subtenants, licensees or concessionaires; or (iii) any breach or default by Tenant in the performance of its obligations under this Lease, or any contract or agreement to which Tenant is a party, or any restriction, law, ordinance or regulation affecting the Premises or any part thereof or the ownership, occupancy or use thereof. If any case, action or proceeding be brought against Landlord by reason of any such claim(s), Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Similarly, Landlord agrees to, and hereby does, indemnify and save Tenant harmless from and against any and all claims, actions, damages, liability, costs and expenses (including attorney's fees, expenses, liability incurred and court costs incurred by Tenant) for any injury (including death) to any persons or damage to any property to the extent arising from, caused by or in connection with (i) the negligence, misconduct or any act or omission to act of Landlord or its agents, employees, or contractors; or (ii) any breach or default by Landlord in the performance of its obligations under this Lease, or any contract or agreement to which Landlord is a party, or any restriction, law, ordinance or regulation affecting the Project or any part thereof or the ownership or use thereof by Landlord. If any case, action or proceeding be brought against Tenant by reason of any such claim(s), Landlord, upon notice from Tenant, shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant.

(b) Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises from any cause other than Landlord's willful misconduct or negligence, and Tenant hereby waives all claims in respect thereof against Landlord.

(c) Landlord shall not be liable for any loss or damage to any property by theft or otherwise, nor for any injury to or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain, unless caused by or due to the negligence of Landlord, its agents, servants, contractors or employees. Except as expressly provided in this Lease, Landlord shall not be liable for any failure or interruption of utility services to the Premises

and the same shall not be considered a constructive eviction of Tenant, nor shall the same entitle Tenant to an abatement of rent, unless caused by or due to the gross negligence of Landlord and exceeds thirty (30) days. Landlord shall not be liable for loss of business by Tenant. Except as expressly set forth in this Lease, Landlord shall not be liable for any defects in the Premises. Tenant shall give prompt notice to Landlord in case of fire or accident in the Premises or in the Project.

(d) Tenant shall, at its sole cost, maintain the following insurance at all times during this Lease and at all times when Tenant is in possession of the Premises:

(i) Commercial general liability insurance with a combined single limit for personal injury, loss of life and property damage of not less than Three Million and No/100 Dollars (\$3,000,000.00) per occurrence.

(ii) Property insurance insuring Tenant's leasehold improvements, furnishings, personal property, inventory, fixtures and equipment on an "all risk" basis written on a "special form" policy, or the equivalent, against loss by reason of fire, hazard or other casualty, with extended coverage, to the extent of at least eighty percent (80%) of the value thereof.

(iii) Worker's compensation insurance as may be required by applicable law.

(iv) In the event Tenant is permitted to make any improvements or alterations on the Premises, builders risk insurance written on a completed value (non-reporting) basis.

(e) All insurance required of Tenant hereunder shall be carried with insurance companies and in form reasonably satisfactory to Landlord. Tenant shall deliver to Landlord prior to the Commencement Date original policies or certificates of all of such insurance. Landlord will be given not less than ten (10) days written notice prior to cancellation or expiration of the insurance evidenced thereby. Renewals of all of such insurance shall be delivered to Landlord at least thirty (30) days prior to the expiration date of such insurance.

(f) All insurance required of Tenant hereunder shall be on a non-contributory basis and shall name Landlord, Landlord's property manager and at Landlord's option any mortgage lender on the Project, as an additional insured or insured mortgagee as the case may be. Notwithstanding the designation of any party as additional insured under Tenant's insurance policy, such party shall not be considered an additional insured under such policy for purposes of its own negligence or willful misconduct. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. Tenant may carry such insurance under a blanket policy; provided, however, such insurance by Tenant shall have a Landlord's protective liability endorsement attached thereto. Tenant may satisfy the limits of coverage required under this Lease using one or more policies, including excess coverage policies. If Tenant shall fail to procure and maintain such insurance, Landlord may, but shall not be required to, procure and maintain the same, and Tenant shall reimburse Landlord for the cost thereof as Additional Rent upon demand. Landlord may require periodic increases in the amounts of Tenant's insurance coverage in accordance with sound and prudent business practice.

(g) Tenant acknowledges and agrees that Landlord will not obtain or carry insurance on Tenant's personal property, fixtures, equipment, inventory or Tenant's leasehold improvements, and Tenant agrees that Tenant shall be responsible for obtaining and carrying insurance on the foregoing, at its sole cost and expense.

(h) Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action against the other for any loss or damage that may occur to the Premises or any improvements thereto, the Project or any personal property of Landlord or Tenant, arising from any cause that (i) would be insured against under the terms of any property insurance required to be carried hereunder; or (ii) is insured against under the terms of any property insurance actually carried, regardless of whether the same is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of such claim, including but not limited to the negligence of a party, or such party's agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Landlord or Tenant. The foregoing waiver shall also apply to any deductible or any self-insured retention, as if the same were a part of the insurance recovery.

(i) Landlord shall, at its sole cost (which costs shall be passed thru to Tenant on a prorata basis), maintain the following insurance at all times during this Lease and at all times when Tenant is in possession of the Premises:

(i) Commercial general liability insurance with a combined single limit for personal injury, loss of life and property damage of not less than Three Million and No/100 Dollars (\$3,000,000.00) per occurrence.

(ii) Property insurance insuring the Project on an "all risk" basis written on a "special form" policy, or the equivalent, against loss by reason of fire, hazard or other casualty, with extended coverage, to the extent of at least seventy percent (70%) of the replacement value thereof.

(iii) Worker's compensation insurance as may be required by applicable law.

(j) Landlord may satisfy the limits of coverage required under this Lease using one or more policies, including excess coverage policies.

15. CASUALTY.

(a) Subject to the other provisions of this Section, in the event the Premises or the Project are damaged by fire or other casualty, this Lease shall remain in full force and effect, and Landlord shall forthwith repair the Premises to a state ready for restoration by Tenant of Tenant's improvements.

(b) Notwithstanding the foregoing, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises or the Project when (i) the cost of

restoration of the Premises (whether or not compensated for by insurance) shall exceed the annual Base Rent then payable for the balance of the Initial Term or Renewal Term, as the case may be; (ii) the Premises are damaged to the extent of fifty percent (50%) or more thereof; (iii) the Premises are damaged during the last year of the Initial Term or the Renewal Term, as the case may be; (iv) twenty-five percent (25%) or more of the Project is damaged; (v) the insurance available to Landlord is not sufficient to cover the cost of such repair, reconstruction or restoration; or (vi) the holder of a deed of trust or mortgage encumbering the Project elects not to permit use of insurance proceeds for reconstruction. Landlord shall notify Tenant in writing within forty-five (45) days after the occurrence of such casualty if Landlord intends to so terminate this Lease. Any such termination shall be effective as of the date specified in such notice, which date shall be no more than thirty (30) days after giving such notice, and all Rent shall be accounted for as between Landlord and Tenant as of the date of the termination of the Lease.

(c) The provisions of this Section with respect to repair by Landlord shall be limited to such repair as is necessary to place the Premises in the condition specified for Landlord's Work in Exhibit B and when placed in such condition the Premises shall be deemed restored and rendered tenantable. Promptly following Landlord's restoration work Tenant, at Tenant's expense, shall perform the work required to place the Premises in the condition specified for Tenant's Work in Exhibit B, and Tenant shall also repair or replace its stock in trade, fixtures, personal property, furniture, furnishings, floor coverings and equipment.

(d) Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacement of any improvements, or any other property installed in or located on the Premises by Tenant.

(e) Tenant shall be entitled to an abatement in Base Rent in proportion to the portion of the Premises that is rendered untenable as a result of such damage; provided, however, if the damage is due to the acts or omissions of Tenant or its employees, there shall be no such abatement. Such abatement shall commence as of the date of such damage and shall terminate on the date Landlord delivers the Premises with Landlord's restoration work completed.

16. CONDEMNATION.

(a) As used in this Section "Taking" shall mean the taking of, or damage to, the Premises or the Project or any portion thereof, as the case may be, as the result of the exercise of any power of eminent domain, condemnation, or sale or purchase under threat or in lieu thereof by any public or quasi-public authority. The term "Award" means the award for, or proceeds of, any Taking, less all expenses in connection therewith including reasonable attorney's fees.

(b) If the whole of the Premises, or such portion thereof as will make the Premises untenable for the purposes for which it was leased, be taken, Landlord and Tenant shall each have the right, at its option, to terminate this Lease from the date of such Taking upon prompt written notice to the other within thirty (30) days following the date of such Taking and all Rent shall be accounted for as between Landlord and Tenant through such date. If less than the whole of the Premises are taken, and the remaining portion of the Premises are tenantable for the purposes for which it was leased, then this Lease shall not cease and Base Rent shall abate in such

proportion as the Premises have been so taken. Landlord shall, as diligently as practicable following the receipt of the Award, restore the Premises as nearly as is reasonably possible to the condition existing prior to such taking, but only to the extent of Landlord's Work, if any, specified in Exhibit B. Tenant, at Tenant's expense, shall make the remaining repairs and restorations to the Premises to place the same in the condition specified for Tenant's Work in Exhibit B, and shall also repair or replace its stock in trade, personal property, equipment and fixtures.

(c) Notwithstanding the foregoing, Landlord shall have no obligation to undertake any repairs or restoration in the event of a Taking if the cost thereof exceeds that portion of the Award for such purpose, and Landlord shall have the right to terminate this Lease in such event. Further, if more than twenty-five percent (25%) of the parking areas or of the Common Areas from time to time designated by Landlord for the Project, or more than twenty-five percent (25%) of the gross rentable square footage of the Project, is taken, or if any mortgagee of Landlord requires that the Award be applied to the payment of the mortgage debt, Landlord shall also have the option to terminate this Lease regardless of whether or not such Taking damages the Premises. Landlord shall notify Tenant within ninety (90) days after such Taking if Landlord intends to so terminate this Lease. Any such termination shall be effective as of the date specified in such notice, which date shall be no more than thirty (30) days after giving such notice, and all Rent shall be accounted for as between Landlord and Tenant as of the date of the termination of this Lease.

(d) The entire Award, whether for the whole or a part of the Premises or of the Project, shall be the property of Landlord, and Tenant shall have no claim against Landlord for the value of the unexpired Term or any part of the fee of the Premises or of the Project, or otherwise; however, Landlord shall not be entitled to any award payable to Tenant for Tenant's individual and separate damages, including but not limited to moving or relocation expenses, business interruption, damage or loss to or obsolescence of trade fixtures, or unamortized leasehold improvements; provided such award to Tenant does not reduce the Award otherwise payable to Landlord.

17. ASSIGNMENT AND SUBLETTING. Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, delayed, either voluntarily or by operation of law, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest hereunder, or sublet the Premises or any part thereof nor assign this Lease or any part thereof or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the Premises, or any portion thereof, or permit the use of the Premises by any party other than Tenant. Landlord's consent to any assignment, transfer, mortgage or encumbrance or sublease shall not constitute a waiver of the rights of Landlord under this Section, and all subsequent assignments, transfers, mortgages, encumbrances or subleases shall be made only with the prior written consent of Landlord. Any assignee or transferee of Tenant, at the option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease, assignment, or transfer by Tenant shall relieve Tenant of any liability hereunder. Landlord may consent to subsequent assignments of this Lease or sublettings or amendments or modifications to the Lease with assignees of Tenant without notifying Tenant, or any successor tenant, and without obtaining its or their consent thereto, and any such actions shall not relieve Tenant of liability under this Lease. Any assignment, transfer, mortgage, encumbrance or subletting by Tenant without the prior written consent of Landlord shall be void and shall be deemed a Default. If Landlord consents to a

proposed sublease or assignment, Tenant shall submit to Landlord a copy of the executed sublease or assignment, which must provide for the assumption of all of Tenant's obligations under this Lease. At any time, Landlord may require that any Rent or other sums paid by a sublessee or assignee be paid directly to Landlord. Notwithstanding any provision of this Lease to the contrary, Landlord shall consent to any assignment or sublease of this Lease by Tenant to any entity (a) that is majority owned and controlled by Tenant or (b) that shall have acquired all or substantially all of the operational control or all or substantially all of the assets of Tenant as a result of a consolidation, merger or sale; provided, in any case, Tenant is not relieved of any liability hereunder.

18. DEFAULT. This Lease is made upon the condition that Tenant shall punctually and faithfully perform all of the covenants, conditions and agreements by it to be performed as in this Lease set forth. The following shall each be deemed to be an event of default (each of which is sometimes referred to as a "Default" in this Lease):

(a) Tenant shall fail to pay within five (5) days of when due any Rent or other sums due any other party under the terms and provisions of this Lease, and the same shall remain unpaid five (5) days after notice of nonpayment.

(b) Tenant or any other party liable for the obligations of Tenant under this Lease shall have a permanent receiver appointed for such party's property and such receiver is not removed within thirty (30) days after appointment of such receiver.

(c) Tenant or any other party liable for the obligations of Tenant under this Lease shall have filed against it any proceedings under any present or future state or federal insolvency or bankruptcy laws or other laws of similar purpose, and such proceeding is not dismissed within thirty (30) days.

(d) Tenant or any other party liable for the obligations of Tenant under this Lease shall voluntarily commence any debtor relief proceedings, or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any such guarantor, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay or shall fail to pay its debts generally as they become due, under any present or future state or federal insolvency or bankruptcy laws or other laws of similar purpose.

(e) Tenant or any other party liable for the obligations of Tenant under this Lease shall make an assignment for the benefit of creditors, without prior written consent of Landlord.

(f) Tenant or any other party liable for the obligations of Tenant under this Lease shall have its property levied upon or attached under process that is not satisfied or dissolved within thirty (30) days after inception of such levy or attachment.

(g) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Tenant or any guarantor seeking any reorganization, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors or Tenant or any such guarantor shall be the subject of an order for relief entered by such a court, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof, or any trustee, receiver, custodian or liquidator of Tenant or any such guarantor shall be appointed without the consent or acquiescence of Tenant or any such guarantor and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive).

(h) Tenant shall fail to perform any other covenant, agreement, provision or condition of this Lease, which failure is not cured within thirty (30) days after written notice from Landlord; provided, however, if such failure by its nature cannot reasonably be cured within such thirty (30) day period then no Default shall be deemed to exist as long as Tenant commences curing the failure within such thirty (30) day period and thereafter continuously and diligently prosecutes cure to completion.

19. REMEDIES FOR DEFAULT. In event of a Default, Landlord at its option may, without further demand or notice, at once, or any time thereafter during continuance of such Default, do one or more of the following:

(a) Landlord may terminate this Lease by written notice to Tenant in which event Tenant shall immediately surrender possession of the Premises to Landlord. If the Lease is so terminated, Tenant shall be obligated to and shall pay Landlord all Rent that would have been payable by Tenant from the date of termination to the date when this Lease would have expired if it had not so terminated, less the fair rental value of the Premises for the same period, both discounted to present value at the discount rate of the Federal Reserve Bank of Atlanta, Georgia, in effect at the time of termination, plus all costs and expenses incurred by Landlord by reason of such Default, including reasonable attorney's fees. Except for any period as to which Landlord has not been able to secure a replacement tenant, Additional Rent after termination shall be deemed offset by the amount of additional rent payable by a replacement tenant. The fair rental value of the Premises shall be based upon the then prevailing rent obtainable for the Premises or for comparable space over comparable periods in the Project. Except in the case of Landlord's default, no termination of this Lease prior to the scheduled expiration thereof shall affect Landlord's right to collect Rent or Landlord's costs and expenses incurred by reason of such Default, including reasonable attorney's fees, for the period prior to the termination thereof.

(b) Landlord, as Tenant's agent, without terminating this Lease, may enter upon, retake and relet the Premises at the best price obtainable exercising commercially reasonable efforts, for any term Landlord deems appropriate, and Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including without limitation, reasonable attorneys' fees, brokers' commissions, reasonable expenses of remodeling the Premises and like costs and Tenant's right to possession of the Premises shall immediately be terminated. Tenant shall be liable to Landlord for the deficiency, if any, between all Rent due hereunder and

the rent received by Landlord as a result of such reletting or receivership (after first deducting from the rents received from such reletting or receivership the costs incurred by Landlord in connection with such entry, retaking, reletting or receivership). Tenant shall have no right to any rent received by Landlord from any such reletting in excess of the Rent due hereunder. No act by Landlord with respect to the Premises in such instance shall terminate this Lease, including but not limited to acceptance of the keys, institution of an action for detainer or other dispossessory proceedings; it being understood that this Lease may only be terminated in such instance by express written notice from Landlord to Tenant, and any reletting of the Premises shall be presumed to be for and on behalf of Tenant, and not Landlord, unless Landlord expressly provides otherwise in writing to Tenant.

(c) In addition to all other remedies available to Landlord under this Lease and to Landlord's rights of self-help set forth elsewhere in this Lease, Landlord may, at Landlord's option, but is not obligated to, upon Default, pay any sum of money on behalf of Tenant that Tenant has failed to pay in accordance with the terms hereof, or perform on behalf of Tenant any covenant or obligation of Tenant that Tenant has failed duly to keep, observe and perform, and all sums so paid by Landlord and all costs incurred by Landlord in connection with such performance shall become Additional Rent payable hereunder, and shall be repaid by Tenant to Landlord upon demand, together with interest thereon at the Default Rate.

(d) Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises by reason of the Default by Tenant.

(e) No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed or held to be a waiver of any other breach nor waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. Neither the rights herein given to receive, collect, sue for or distrain for any Rent or to enforce the terms, provisions and conditions of this Lease or to prevent the breach of any other right or remedy hereunder or otherwise granted or arising shall in any way affect, impair or toll the right or power of Landlord to declare the Term ended and to terminate this Lease as otherwise herein provided. No failure of Landlord to insist upon strict compliance by Tenant with the terms and provisions of this Lease, and no custom or practice of the parties at variance with the terms and provisions hereunder, shall constitute a waiver of Landlord's rights to demand strict compliance by Tenant with the terms and provisions hereof. No receipt of money by Landlord from or on behalf of Tenant after a default, nor the application by Landlord of any security for the obligations of Tenant after default shall (i) reinstate, continue, or extend the Term, if the same has been terminated; (ii) affect any notice given to the Tenant; (iii) operate as a waiver of the right of the Landlord to enforce the payment of Rent then due or falling due thereafter; or

(iv) operate as a waiver of the right of the Landlord to recover possession of the Premises by proper suit, action, proceeding or a waiver of any other remedy to which Landlord may be entitled on account of such default. The acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any breach by Tenant of any term, covenant or condition of this Lease.

(f) A termination of this Lease by Landlord or the recovery of possession of the Premises by Landlord or any voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof, shall not work a merger and shall at the option of Landlord, terminate all or any existing franchises or concessions, licenses, permits, subleases, subtenancies or the like between Tenant and any third party with respect to the Premises, or may, at the option of Landlord, operate as an assignment to Landlord of Tenant's interest in same.

(g) The rights given to Landlord in this Section are cumulative and shall be in addition and supplemental to all other rights or remedies that Landlord may have under this Lease, under laws then in force or in equity.

20. LIABILITY OF LANDLORD.

(a) Notwithstanding anything elsewhere in this Lease to the contrary, the term "Landlord" as used in this Lease means, with regard to the obligations and liabilities of Landlord hereunder, only the owner from time to time of the real property of which the Project and the Premises are a part, and upon the sale of said real property, Landlord and each successive owner shall be relieved of all liability hereunder except for liability which arose or accrued while such owner was Landlord, provided, however, that if any default by any Landlord hereunder creates or vests in Tenant any rights, including a right of set off or termination of this Lease, then Tenant may exercise such rights against any then current Landlord. Landlord and, in case Landlord shall be a joint venture, partnership, tenancy-in-common, association or other form of joint ownership, the members of any such joint venture, partnership, tenancy-in-common, association or other form of joint ownership, shall have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease or in connection with this Lease in the event of a breach or default by Landlord of any of its obligations. In no event shall Landlord be in default hereunder unless it has failed to cure such default within thirty (30) days after receipt of written notice (or if more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to proceed diligently to cure such default after receipt of written notice). Except as otherwise provided herein or as is available under insurance policies required to be maintained by Landlord hereunder, Tenant shall look solely to the equity of the owner in the Project at the time of the breach or default for the satisfaction of any claims of Tenant. Such exculpation of liability shall be absolute and without any exception whatsoever. Notwithstanding the foregoing, in the event of failure by Landlord to give any consent, as provided in this Lease, Tenant's sole remedy shall be an action for specific performance at law, but in no event shall Landlord be responsible in monetary damages for failure to give such consent.

(b) Anything in this Lease to the contrary notwithstanding, providing such cause is not due to the willful act or gross neglect of a party, neither party shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion,

hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, through Act of God or other cause beyond the control of such party. Such party shall not be responsible or liable for any such delays and the doing or performing of any such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period equal to the period of such delay.

21. SURRENDER OF PREMISES.

(a) Tenant may (if not in Default) immediately prior to the expiration or earlier termination of this Lease or any extension thereof, remove all personal property, furnishings, trade fixtures, merchandise and equipment which Tenant has placed in the Premises and all debris and rubbish, provided Tenant within a reasonable time prior to Lease expiration or earlier termination repairs all damage to the Premises caused by such removal. Notwithstanding the foregoing, Tenant shall not be permitted to remove any other alterations, additions or improvements to the Premises without Landlord's consent, including but not limited to wall coverings, floor coverings, fixtures (other than trade fixtures).

(b) Upon the expiration or earlier termination of this Lease or the reentry by Landlord of the Premises following Default, Tenant shall at once surrender possession of the Premises to Landlord in the same condition as upon delivery of possession to Tenant hereunder, reasonable wear and tear excepted and damage or loss by casualty or condemnation excepted, shall surrender all keys for the Premises to Landlord, and shall remove all Tenant's effects therefrom subject to and as provided in subsection (a). Should any property of Tenant remain in or about the Premises following such expiration or termination (or upon reentry by Landlord following Default), then such property shall be conclusively deemed to have been abandoned by Tenant, and Landlord shall have the right, at the expense of Tenant, to dispose of said property without liability for damages or otherwise. Any proceeds from such disposition may be applied by Landlord to the expense of removal, storage or sale and to any amounts due under this Lease, with the balance to be retained by Landlord.

22. EXTERIOR SIGNS. Tenant shall place no signs, awnings, canopies, advertising matter or other thing of any kind on any exterior door, wall or window, or upon the roof of the Premises except with the prior written consent of Landlord, or as specified in Exhibit C attached hereto and made a part hereof. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with all governmental ordinances, rules and regulations governing such signs, and Tenant shall be responsible to Landlord for any damage caused by the installation, use, removal or maintenance of the same or violation of any ordinance, rule or regulation with regard thereto. All such signs, awnings, canopies, advertising matter or other thing of any kind shall be removed by Tenant upon the expiration or termination of this Lease, and upon such removal Tenant shall simultaneously repair all damage incidental to such removal. All pylon and monument signs serving the Premises shall be deemed to be part of the land, shall not be removed by Tenant and shall be surrendered to Landlord as part of the Premises at the expiration of this Lease.

23. RIGHT OF ENTRY. Landlord or Landlord's agents shall have the right to enter the Premises at any and all times, upon at least 24 hour prior notice to Tenant, except in case of an emergency, to examine and inspect the same, to show them to prospective purchasers of the Project

or within the last six (6) months of the Lease Term, to show them to prospective tenants of the Project or the Premises, to post notices of non-responsibility and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable or which result from Default. Landlord shall be allowed to take all material into and upon the Premises that may be required for repairs, alterations, improvements or additions without the same constituting an eviction of Tenant in whole or in part, including but not limited to, erecting scaffolding and any other necessary structures where required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked thereby and Tenant's business and its enjoyment of the Permitted Use shall not be interfered with unreasonably, and the Rent shall in no event abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. During the six (6) months prior to the expiration of the Term, Landlord may exhibit the Premises to prospective tenants or purchasers, and place upon the Premises the usual notices "To Let" or "For Sale," which notices Tenant shall permit to remain thereon without molestation. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby, provided that Landlord performs all such actions in a commercially reasonable manner. For each of aforesaid purposes, Landlord shall at all times have and retain a key to all doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means that Landlord may deem proper to gain access to the Premises in an emergency, without liability to Tenant except for any failure to exercise due care for Tenant's property. Landlord's entry on the Premises shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or a constructive eviction of Tenant from the Premises or any portion thereof.

24. SUBORDINATION/ATTORNMEN/ESTOPPEL.

(a) At Landlord's election, this Lease shall be subordinate or superior to any lien of any present or future mortgage, deed of trust or other security instrument (collectively an "encumbrance") placed by Landlord upon the Premises or the Project, irrespective of the time of execution or the time of recording of the encumbrance. Provided that Tenant is not in default hereunder beyond any applicable period of cure, Tenant's agreement to subordinate to any deed of trust is subject to Tenant's occupancy under this Lease not being disturbed by such lien holder put in place after the execution of this Lease Agreement. From time to time, Landlord may elect that this Lease be subordinate to the lien of any encumbrance, or that this Lease be paramount to the lien of any encumbrance, by giving notice to Tenant. Landlord initially elects and gives notice to Tenant that this Lease shall be subordinate to the lien of any present or future encumbrance placed by Landlord upon the Premises or the Project. The exercise of any of the elections provided in this Section shall not affect Landlord's right to elect differently thereafter from time to time; provided, however, Landlord may not change its initial election without the consent of the holder or beneficiary of such encumbrance. The foregoing provisions shall be self-operative and no further instrument shall be required. Tenant shall, within ten (10) days after request therefore by Landlord, execute an instrument confirming that this Lease is subordinate or paramount (as Landlord may elect) to the encumbrance, in a form as may be required by the holder or beneficiary thereof, provided, however, that such instrument contains statements that are true and accurate and otherwise expressly provide that so long as Tenant is not in default under this Lease beyond any

applicable cure periods, Tenant's (including any permitted subtenant's and/or assignee's) possession and quiet enjoyment shall not be disturbed and further provided that the terms thereof do not materially alter the economic terms of this Lease or materially diminish the rights, or materially increase the obligations, of Tenant.

(b) If the Premises or the Project is encumbered, and the encumbrance is foreclosed, or if the Premises or Project is sold pursuant to foreclosure or by reason of a default under any encumbrance, the following shall apply notwithstanding the foreclosure, the sale, or the default: (i) Tenant shall not disaffirm this Lease or any of its obligations under this Lease; (ii) at the request of the applicable mortgagee or purchaser at the foreclosure or sale, Tenant shall attorn to the ground lessor, mortgagee or purchaser, and execute a new lease for the Premises setting forth all of the provisions of this Lease, except that the term of the new lease shall be for the balance of the Term, provided, however, that such instrument expressly provides that so long as Tenant is not in default under such Lease beyond any applicable cure periods, Tenant's (including any permitted subtenant's and/or assignee's) possession and quiet enjoyment shall not be disturbed and further provided that the terms thereof do not materially alter the economic terms as provided in this Lease or materially diminish the rights, or materially increase the obligations, of Tenant as provided in this Lease.

(c) Within ten (10) days after request therefor by Landlord, or in the event of any sale, assignment or hypothecation of the Premises, the Project and/or the land thereunder by Landlord, Tenant agrees to deliver in recordable form, an estoppel certificate to any proposed ground lessor, mortgagee or purchaser, or to Landlord, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there are no defenses or offsets thereto (or stating those claims by Tenant), the dates to which Base Rent and other Rent has been paid, and such other matters as may be requested to the extent the certificate is consistent with industry standards and the terms thereof are true, correct and ascertainable and do not attempt to alter the terms of the Lease. If Tenant fails to deliver such certificate as required herein, Tenant shall be deemed to have conclusively agreed to and be bound by all matters set forth in the certificate as submitted by the requesting party.

(d) Any document to be delivered under this Section may be relied upon by a prospective purchaser or encumbrancer of all or any portion of the Project.

(e) If in connection with obtaining financing for the Project, Landlord's lender shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not unreasonably withhold, delay, or defer its consent thereto, provided that such modifications do not increase the monetary obligations of Tenant hereunder or materially impair the leasehold interest hereby created or materially diminish the rights, or materially increase the obligations, of Tenant.

(f) Tenant agrees to give any mortgage and/or deed of trust holder, as to all or a portion of the Project, by certified mail, return receipt requested, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice or assignment of rents and leases, or otherwise) of the addresses of such parties.

Tenant agrees not to exercise any remedies available by virtue of a Landlord's failure to cure a default within thirty (30) days after receipt of notice of default (or such additional time as may be reasonably necessary to cure such default) unless Tenant has also given such parties a reasonable opportunity to cure such default (including but not limited to foreclosure proceedings if necessary to effect such cure).

25. NO ESTATE IN LAND. This Lease shall only create the relationship of Landlord and Tenant between the parties hereto and the parties state that they have not created and do not intend to create any relationship between them other than as landlord and tenant.

26. PARKING. Tenant shall have the right to occupy on a nonassigned, nonexclusive basis, and without charge, four (4) parking spaces in the parking lot adjacent to the building for each 1,000 square feet of the Premises. Tenant agrees to abide by such rules and regulations for parking use as Landlord may from time to time impose.

27. HOLDING OVER. If Tenant remains in possession of the Premises after the expiration or termination of the Term, without the execution of a new lease, Tenant shall be a tenant at will, and Landlord shall have no obligation to notify Tenant of any termination of Tenant's possession. Commencing on the date following the date of such expiration or termination, the Base Rent shall, for each month or fraction thereof that Tenant so remains in possession, be one hundred and fifty percent (150%) of the Base Rent in effect at the expiration or termination of this Lease, subject to all the other terms and provisions of this Lease. Tenant shall indemnify and hold Landlord harmless from all losses or liability, including any claim made by any successor tenant, arising from Tenant's failure to surrender the Premises on a timely basis.

28. HAZARDOUS MATERIALS. Tenant shall not cause or permit the use, generation, storage or disposal in or about the Premises of any substances, materials or wastes subject to regulation under any federal, state or local law from time to time in effect concerning hazardous, toxic or radioactive materials (hereinafter "Hazardous Materials") unless Tenant shall have received Landlord's prior written consent, which consent Landlord may withhold or at any time revoke at its sole discretion. If Tenant uses, generates, stores or disposes of any Hazardous Materials in or about the Premises, Tenant shall obtain all necessary permits and comply with all statutes, regulations and rules applicable to such activity. Furthermore, Landlord shall have the right to require that Tenant deliver periodic environmental audits of the Premises evidencing that no violations have occurred. Tenant shall indemnify and hold Landlord harmless from and against all liability, cost, claim, penalty, expense and fees (including court costs and attorney's fees) arising from Tenant's use, generation, storage, or disposal of Hazardous Materials in or about the Premises. This section shall survive the expiration or earlier termination of this Lease.

29. NOTICES. Any notice required or permitted to be given hereunder shall be deemed sufficient if in writing and sent by United States registered or certified mail, postage prepaid, nationally recognized overnight courier, hand-delivery or telecopy followed by another copy sent in one of the preceding fashions to the party being given notice, at the addresses set forth on the Lease Summary Sheet. Either party hereto may change its address for notices or may designate other or additional persons to receive such notices by giving the other party notice of such change. Notice given as herein above provided shall be deemed received by the party to

whom it is addressed on the day on which said notice, properly addressed and bearing sufficient postage, is deposited in the United States mail, the day after deposit with an overnight courier, or when hand-delivered or telecopied to such party at the address set forth herein. The refusal to accept delivery shall constitute acceptance.

30. QUIET ENJOYMENT. Upon payment by Tenant of the Rent herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed under this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease and subject to all the provisions of any mortgage, deed of trust, ground lease or other encumbrance affecting all or any portion of the Project.

31. INTENTIONALLY OMITTED.

32. MISCELLANEOUS.

(a) The term "Landlord" as used in this Lease shall include the party signing this Lease as Landlord and its assigns and successors in title to the Premises. The term "Tenant" shall include the party signing this Lease as Tenant and his or its heirs, executors, administrators, legal representatives, successors, and, if this Lease shall be validly assigned or if the Premises should be sublet, shall also include Tenant's assignees or sublessees, as to the Premises covered by such assignment or sublease. "Landlord" and "Tenant" shall include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) The marginal captions in this Lease are for convenience of reference only, and are not to be considered a part hereof and shall not limit or otherwise affect any of the terms of this Lease.

(c) This Lease shall not be recorded without the prior written consent of Landlord.

(d) Time is of the essence of this Lease.

(e) If any provision of this Lease or the application of any provision of this Lease to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(f) This Lease and the exhibits attached hereto set forth all the terms, conditions, provisions and agreements between Landlord and Tenant concerning the Premises, and there are no promises, agreements or undertakings, either oral or written, between the parties concerning the Premises other than as set forth herein. No amendment, modification or addition to this Lease shall be binding upon the parties unless in writing and executed by the parties.

(g) This Lease shall be governed by and construed in accordance with the laws of the State of Tennessee.

(h) Tenant warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Lease other than with Landlord's broker, Freeman Webb Company Realtors, and Tenant covenants to pay, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions or charges claimed by any broker or agent with respect to the negotiation or execution of this Lease on Tenant's behalf.

(i) Each individual executing this Lease on behalf of Tenant represents and warrants that such individual has been duly authorized by Tenant to do so. Each individual executing this Lease on behalf of Landlord represents and warrants that such individual has been duly authorized by Landlord to do so. Tenant agrees to provide Landlord with all documentation requested by Landlord in order to satisfy Landlord that Tenant is a duly organized entity, with the power and authority to enter into this Lease, and the financial ability to meet its obligations hereunder.

(j) This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Lease shall not be deemed fully executed until a fully executed document has been delivered to Tenant.

(k) The waiver by Landlord or Tenant of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any breach by Tenant of any term, covenant or condition of this Lease.

(l) The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

(m) Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is interfered with, the doing or completion of such act, matter or thing because of strikes, lock outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted); provided however, nothing contained in this section shall excuse Tenant from the prompt payment of any Rent or Landlord from the prompt payment of any amounts due to Tenant hereunder, except as may be expressly provided elsewhere in this Lease.

(n) In the event of any sale of the Project or any part thereof, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and

obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring on or after the consummation of such sale, and the purchaser at such sale or any subsequent sale shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

33. SECURITY DEPOSIT. As security for the full and faithful performance of every covenant or condition of this Lease to be performed by Tenant, Tenant has paid to Landlord the Security Deposit, an amount equal to Twelve Thousand Six Hundred Seventy-Five dollars and Sixty-Seven cents (\$12,675.67), receipt of which is hereby acknowledged. If Tenant shall default with respect to any covenant or condition of this Lease, including but not limited to the payment of Rent, or any other payment due under this Lease, Landlord may apply all or part of the Security Deposit to the payment of any sum in default or any other sum which Landlord may be required to spend or incur by reason of Tenant's default. In such event, Tenant shall upon demand, deposit with Landlord the amount so applied to replenish said Security Deposit. If Tenant shall have fully complied with all of the covenants and conditions of this Lease, but not otherwise, the amount of the Security Deposit then held by Landlord shall be repaid to Tenant within thirty (30) days after the expiration or termination of the Lease. In the event of the Tenant's default, Landlord's right to retain the Security Deposit shall be deemed to be in addition to any and all other rights and remedies at law or in equity available to Landlord for Tenant's default under this Lease.

34. INTENTIONALLY OMITTED.

35. ATTORNEYS' FEES. Except as set forth specifically herein, if Tenant or Landlord brings any action for any relief against the other, declaratory or otherwise, arising out of this Lease, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees, which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not the action is prosecuted to judgment or otherwise settled among the parties, provided, however, that any claims for attorney's fees in the case of settlement shall be addressed in the settlement.

36. LANDLORD DEFAULT. If Landlord fails to comply with any term, provision or covenant of this Lease, and such failure continues for thirty (30) days following Landlord's receipt of notice from Tenant (or if Landlord cannot comply within thirty (30) days, within such additional time frame needed to cure, provided Landlord is diligently pursuing the cure of the same), Landlord shall be deemed in default of this Lease. In the event of a Landlord default, Tenant shall have the following remedies:

(a) Tenant may proceed in equity or at law to compel Landlord to perform its obligations and/or to recover damages proximately caused by such failure to perform (except to the extent Tenant has waived its right to damages resulting from loss to property as provided herein); or

(b) Tenant may elect to cure Landlord's default, in which event, Tenant may deduct any reasonable costs associated with curing Landlord's default against future installments of Base Rent and Additional Rent, together with interest at the same rate that Landlord may recover from

Tenant as provided in this Lease, from the date of such expenditure until Tenant is reimbursed in full; if the future installments of Base Rent and Additional Rent are insufficient to satisfy Landlord's indebtedness to Tenant, Landlord shall pay to Tenant in a lump sum the excess of the amount of the indebtedness then due.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rights of Tenant hereunder or of any damages accruing to Tenant by reason of the violation of any of the covenants and provisions herein contained, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Tenant may be exercised from time to time and as often as occasion may arise or as may be deemed expedient.

37. MITIGATION OF DAMAGES. Notwithstanding anything contained herein to the contrary, Landlord and Tenant covenant to use good faith and commercially reasonable efforts to mitigate any damages resulting from a default on the part of the other party under this Lease, regardless of which remedy Landlord or Tenant, however the case may be, is pursuing under this Lease. Nothing in this Section shall be construed to require or compel Landlord, in the event of any Default by Tenant, to rent to or accept any replacement tenant that Landlord, in its good faith judgment, determines would significantly adversely affect the Project or present business, health, legal, regulatory or other risks significantly greater than those inherent in the Permitted Use or other users historically permitted by Landlord in the Project.

38. LIMITATION OF DAMAGES. Liability is limited to direct actual damages and all other remedies or damages (except for equitable remedies) are expressly waived. In no event shall either party be liable to the other for any incidental, consequential, or punitive damages, lost profits or other business interruption damages.

39. LANDLORD REPRESENTATIONS. As of the Effective Date hereof, Landlord represents, warrants and covenants to Tenant as follows:

(a) Landlord has good and marketable fee simple title to the Premises, possesses full power and authority to deal therewith in all respects, and no other party has any right or option thereto or in connection therewith;

(b) there are no pending or, to the knowledge of Landlord, threatened condemnation proceedings or actions affecting the Premises;

(c) there are no pending or, to the knowledge of Landlord, threatened actions or legal proceedings affecting the Premises or Landlord's interest therein that would impair Landlord's ability to enter into this Lease;

(d) this Lease and the consummation of the transactions contemplated hereby shall be valid and binding upon Landlord and shall not constitute a default (or an event which with

notice or passage of time or both will constitute default) under any contract or lease to which Landlord is a party or by which Landlord is bound;

(e) the Permitted Use, in and of itself, does not violate any rules or regulations imposed by Landlord or any lender or ground leasor and does not conflict with any other uses at the Project;

(f) any use granted after the date this Lease is executed shall not be effective to prohibit or limit the Permitted Use.

[End of Text- Signature Page(s) Follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands or caused this instrument to be executed, by and through their duly authorized officers, officials or representatives, as of the day and year first above written.

LANDLORD:

JOHN MAHER BUILDERS, INC., a Tennessee corporation

By: _____

Its: _____

TENANT:

CITY OF SPRING HILL

By: _____

Its: _____

EXHIBIT A
SITE PLAN AND DESCRIPTION OF PREMISES

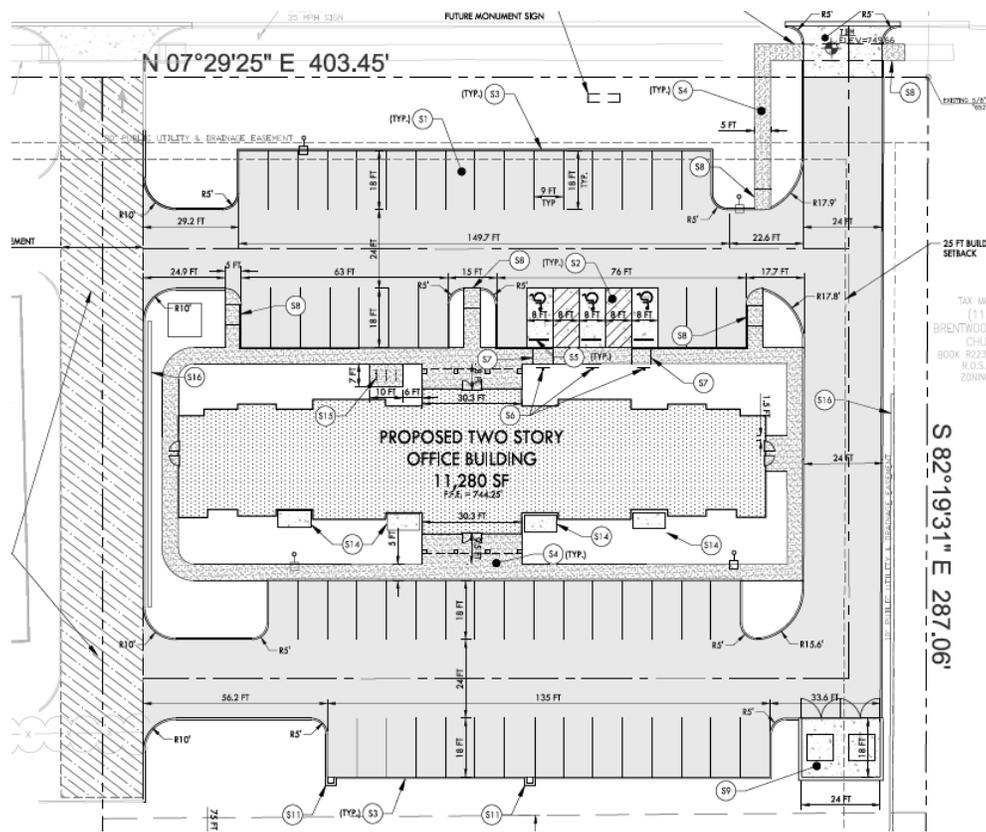


EXHIBIT B

DESCRIPTION OF LANDLORD'S WORK AND TENANT'S WORK

Other than as set forth in this Exhibit B, Landlord shall deliver the Premises to Tenant in "AS IS-WHERE IS" condition without warranty, express or implied. All improvements to the Premises in addition to Landlord's Work shall be made by Tenant, shall be made at Tenant's Expense and shall be "Tenant's Work".

LANDLORD'S WORK: Landlord shall, at its cost and expense, make the following alterations and improvements to the Premises:

1. None, no improvements will be provided by Landlord.

Landlord will use its best efforts to complete Landlord's Work by no later than September 30, 2023. Landlord shall have unrestricted access to the Premises for the purpose of performing Landlord's Work.

TENANT'S WORK: Any and all additional improvements to the Premises, other than the improvements outlined above and provided by the Landlord, shall be made by Tenant at Tenant's Expense and shall be "Tenant's Work".

Tenant shall require its contractors to obtain and maintain appropriate builder's risk insurance naming Landlord and Landlord's property manager as additional insured and to furnish Landlord with evidence thereof and of such other insurance coverage as Landlord deems necessary prior to Tenant's contractors performing any work in the Premises.

EXHIBIT C

PERMITTED SIGNAGE

Size and location(s) of Tenant's signage to be mutually determined by Landlord and Tenant.

RESOLUTION 23-184

A RESOLUTION TO AUTHORIZE EXTENSION OF CONSTRUCTION HOURS FOR HENSEL PHELPS FOR SPRING HILL POLICE DEPARTMENT HEADQUARTERS

WHEREAS, Title 11, Chapter 4, Section 11-402 of the Spring Hill Code of Ordinances states that,

“(10) Construction or repairing of buildings.

(a) The erection (including excavation), construction, demolition, alteration or repair of any building other than between the hours of 7:00 a.m. to 6:00 p.m. on weekdays (7:00 a.m. to 8:00 p.m. June 1 - August 30), and from 9:00 a.m. to 6:00 p.m. on Saturday. Work may also begin on Saturdays at 7:00 a.m. if it would not result in any loud, disturbing, or unnecessary noise that would otherwise violate this chapter. No work shall be performed on New Year’s, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas holidays that would result in any loud, disturbing, or unnecessary noise that would otherwise violate this chapter and shall be considered as a Sunday for purposes of this section. An exception to this section is work that is inherently creates no detectable noise from beyond the property boundary including loud voices or radios (for example, painting with brushes and rollers not attached to pumps, tile or carpet work where no use of hammers, saws or other noise producing equipment is utilized). This section shall not apply to homeowners and occupants performing exterior work at or on their principal place of residents after 7:00 a.m. and before 6:00 p.m.; and

*(b) If the City Administrator or his or her designee should determine that the interest of the public health and safety are served by the erection, demolition, alteration or repair of any building or the excavation of streets or highways, outside the hours stated above and, if he or she shall determine that any loss or inconvenience that might result is outweighed by the public’s interest in its safety and welfare, he or she may grant permission for a permit not to exceed 30 days for such work to be done outside the hours stated above, upon application being made.
; and . . .”*

WHEREAS, Hensel Phelps is requesting an extension of construction hours to permit construction to begin at 3:00am in order to perform installation of concrete foundation for the Spring Hill Police Department Headquarters; and

WHEREAS, the applicant is requesting variance to begin at 3:00am and extend past 6:00pm of same day for three (3) days in October, 2023 with exact dates to be determined by weather and schedule of construction activities; and

WHEREAS, if the request is approved, the variance would only apply to the designated dates; and

WHEREAS, City staff finds this request reasonable given the nearest residential unit is 1,140 feet from the northern property line of the project site.

NOW THEREFORE BE IT RESOLVED that the Board of Mayor and Aldermen of the City of Spring Hill, authorizes the extension of construction hours for Hensel Phelps and associated contractors with the following criteria:

1. The extension is permitted for three (3) days in October, 2023 to perform installation of concrete foundation for the Spring Hill Police Department Headquarters.
2. If the extension of construction hours expires, an additional request will be required to be approved by BOMA.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th Day of September, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



HENSEL PHELPS

Plan. Build. Manage.

1131 4th Ave. South, Suite 430
Nashville, TN 37210
703.789.3734

Monday, September 11, 2023

Ms. Missy Stahl
The City of Spring Hill
P.O. Box 789
Spring Hill, TN 37174

Subject: **Request for Weekend Work in October 2023**
Spring Hill Police HQ – 8023223
Document No. GL-002

Dear Missy Stahl:

This letter shall serve as a formal notification that Hensel Phelps is requesting a variance in construction work hours for three (3) days in October 2023 (exact dates to be determined) to pour and place the concrete foundations and concrete slab on grade for the Spring Hill Police Headquarters project.

In an effort to assist this process, review and approval, Hensel Phelps has measured the closest residential property to the project and determined that the most northern property line to the nearest home is approximately 1,140 feet.

Should there be any questions regarding the above, please contact the undersigned.

Sincerely,

HENSEL PHELPS CONSTRUCTION CO.

Damien L. Johnson, DBIA, LEED® AP BD+C, STSC, PMP®
Project Manager
703-789-3734
djohnson@henselphelps.com

File/01 – Prime Contract & Owner Correspondence
Cc: Kyle Orlando – HP Project Superintendent, Madison Isaac – HP Project Engineer

OUR VALUES

OWNERSHIP | INTEGRITY | BUILDER | DIVERSITY | COMMUNITY

The following attachment is not a PDF, so a link to the native file format is being provided instead:

[Resolution 23-185_ City to reimbur ... for water and sewer projects.docx \(LINK\)](#)

RESOLUTION 23-189

**A RESOLUTION TO APPROVE ADDITIONAL FUNDS FOR THE
LPRF TDEC RECREATION EDUCATIONAL SERVICES GRANT**

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen approved Resolution 20-145 in December of 2020 to apply for the Local Parks and Recreation Fund (LPRF) matching grant; and

WHEREAS, the City of Spring Hill was awarded these grant funds in the amount of \$642,229.00 in 2021 to make improvements to two of our existing parks, Fisher Park and Walnut Street Skate Park, for the overall health and betterment of our citizens as well as increase opportunities for our disabled citizens; and

WHEREAS, the City of Spring Hill accepted the twenty-five percent (25%) increase in capital funds for this grant in July of 2022 for a total grand award of \$802,786.25; and

WHEREAS, the Board of Mayor and Aldermen selected Kimley-Horn to be our architecture and engineering consultant for this project via the RFQ process, and

WHEREAS, an additional \$12,364.65 is needed for design, architectural and engineering services, and permitting; and

WHEREAS, the \$12,364.65 would be allocated from the Contingency 110-41310-55112.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE approves Resolution 23-xxx to allocate \$12,364.65 for design, architectural and engineering services, and permitting for the LPRF grant award per our proposed contract from RFQ selected architecture and engineering firm, Kimley-Horn.

Passed and adopted this 18th day of September, 2023.

ATTEST:

April Goad, City Recorder

Jim Hagaman, Mayor

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 23-186*
SUBMITTED BY: Kayce Williams, Director of Parks & Recreation
DATE: August 22, 2023
RE: Additional funds for A&E
ATTACHMENTS: Resolution, Kimley Horn Contract

PURPOSE:

To approve additional funds in the amount of \$12,364.65 for architecture and engineering for the TDEC/LPRF Grant.

BACKGROUND:

The City applied for a matching grant to add athletic fields in Fischer Park and Pickle Ball Courts in Walnut Street Skate Park and was awarded the grant funds in 2021. Due to the increase in costs of goods since the award, TDEC later offered a 25% award increase for the project with a 50% match and BOMA approved that in July of 2022.

A proposed budget was submitted with the original grant application, based off verbal quotes received at the time, for cost of goods and professional A&E fees. BOMA then voted to approve Kimley Horn as our A&E providers for this project. Now that they have had a chance to get into the numbers, the amount we projected for engineering services will not cover their fee. We proposed an amendment to our grant budget to allocate enough funds for their fee. BOMA approved this amendment on June 5, 2023.

After BOMA's approval on June 5, the amendment was submitted to TDEC. We received a notice back that TDEC would not allow us to reallocate the full \$38,530 that was needed at the time. They did allow us to reallocate \$12,565.35 but that still left us \$25,964.65 short of what we need to complete A&E. I met with our planning staff and Kimley Horn to work on finding areas to alleviate some costs and we have managed to get our shortage down to \$12,364.65, which is almost in half. That is the lowest we can get it down to because of the state requirements for certain reports/permits.

We are asking BOMA to allocate \$12,364.65 for professional A&E services from the general fund or from the tourism fund so we may sign our contract with Kimley Horn and begin the engineering for these park improvements.

FINANCIAL IMPACT:

\$12,364.65

ACTION REQUIRED (INCLUDE DEADLINE /PRIORITY):

BOMA approval needed immediately to continue A&E work and make our deadlines. Signed contract.



May 9, 2023
Revised August 14, 2023

Kayce Williams
City of Spring Hill
4237 Port Royal Road
Spring Hill, TN 37174

Re: Professional Services Agreement

Dear Ms. Williams:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Spring Hill, Tennessee ("Client") for professional consulting services for the improvements at Walnut Street Skate Park and Fischer Park at Port Royal, funded by the Tennessee Department of Environment and Conservation (TDEC) Local Parks and Recreation Fund (LPRF) grant. A detailed description of our Scope of Services, Fee, and Schedule are as follows.

PROJECT UNDERSTANDING

The City of Spring Hill has received a TDEC LPRF grant that will help to make improvements at both Walnut Street Skate Park and Fischer Park at Port Royal. The improvements that will be designed at Walnut Street Skate Park are a prefabricated restroom building, two (2) ADA parking stalls, four (4) pickleball courts, and an accessible sidewalk from the parking to both the restroom and pickleball courts. Kimley-Horn assumes that there is adequate water and sewer capabilities in the Walnut Street right-of-way and that off-site public extensions or improvements will not be required. The improvements that will be designed at Fischer Park will be one (1) concrete corn hole set, a mobility trail, up to two (2) ADA parking stalls for each of these locations along with an accessible connection from the parking to the new features. Also at this park, we will work with an irrigation manufacturer to provide an irrigation plan for the practice field area. Finally, we will work with a lighting manufacturer to provide a lighting plan for new lights at the practice field area. The City Planning staff has requested that both of these locations be in their own individual plan sets that will result in two (2) separate plan packages and the Skate Park will require a Planning Commission submittal process due to the proposed building structure, and staff will handle the Planning Commission meetings. Staff will not require a flood study for Fischer Park.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Coordination and Meetings

kimley-horn.com

10 Lea Avenue, Suite 400, Nashville, Tennessee 37210

615-564-2701



This task will consist of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling of meetings, and discussion of project elements with the Client throughout the process.

Task 1.1 – Review Meetings

Kimley-Horn will facilitate one (1) kickoff meeting in person with staff to discuss the project scope and visit the two (2) project sites.

Kimley-Horn will attend up to two (2) additional in-person meetings during the design process to discuss updates, design progress, and other pertinent items.

Task 2 – Existing Conditions Survey

Kimley-Horn, through its subconsultant, will survey the area outlined in Exhibit A in order to produce an existing conditions survey for the Fischer Park site. This survey will consist of all visible physical assets within the Survey Area, including tree locations. However, tree diameter and species information will not be collected. Topographic information will be collected sufficient to produce contours at one (1) foot intervals. The utility assets to be captured include overhead wires, poles and guy anchors, storm drains, and manholes. All storm drains and manholes will consist of invert and pipe diameter information as well.

Task 3 – Construction Plans

Task 3.1 – Prefabricated Building Coordination

Kimley-Horn will coordinate with the Client to select the prefabricated restroom building. Kimley-Horn will work with the vendor to select the building and exterior materials. The building vendor will provide the building floor plan and building elevation details in AutoCAD and pdf format.

Task 3.2 – Preliminary Plans

Kimley-Horn will prepare two (2) sets of preliminary construction plans for the site design.

It is anticipated the Fischer Park set of plans will consist of the following sheets:

- Cover Sheet – This sheet will contain relevant project/contact information.
- General Notes – This sheet will contain notes related to contractor responsibilities, and coordination requirements during construction.
- Existing Conditions – This sheet will contain limited existing conditions based on the survey provided by the Subconsultant.
- Demolition Plan – This sheet will contain demolition areas based on the topographic survey provided by the Subconsultant.
- Erosion and Sediment Control Plan and Details (1-Phase) – This sheet will show temporary erosion control measures, consisting of tree protection fence, construction fence, silt fence, diversions, and contractor access points as necessary. A single-phase erosion control plan is assumed here based on less than 1 acre of disturbance proposed.
- Site Plans and Details – These sheets will contain a site plan showing the locations of the

proposed renovations as well as necessary details.

- Grading and Drainage Plan – This sheet will consist of proposed contours, key spot grades, stormwater improvements, and limits of disturbance. The Fischer Park at Port Royal project falls within the 100 year floodplain and floodway of the adjacent stream, therefore minimizing disturbance and balancing of cut and fill will need to occur. Based on conversations with City of Spring Hill Engineering Department, stormwater detention and quality is not needed and is not included within this scope meeting the City of Spring Hill stormwater requirements.
- Landscape Plan – This sheet will consist of planting design, plant material schedule, and planting details. Grass seed will be proposed in disturbed areas, and no additional shrubs or trees will be proposed.
- Irrigation Plan – This sheet will consist of a conceptual irrigation plan provided by an irrigation manufacturer to tie into the existing irrigation system at Fischer Park.
- Site Lighting & Electrical Plan – This sheet will depict conduit sizes and routing for electrical service to the new lights for the Fischer Park practice field. Conduit sizes will be based on power requirements provided by the lighting vendor. These plans will also depict a design intent photometrics plan completed by the lighting vendor for the practice field area. We assume there is existing electrical capacity and physical space for new circuits.
- New water and sewer service is not anticipated for the Fischer Park improvements therefore are not included within this scope.

It is anticipated the Walnut Street Park set of plans will consist of the following sheets:

- Cover Sheet – This sheet will contain relevant project/contact information.
- General Notes – This sheet will contain notes related to contractor responsibilities, and coordination requirements during construction.
- Existing Conditions – This sheet will contain limited existing conditions based on the survey provided by the Client.
- Demolition Plan – This sheet will contain demolition areas based on the topographic survey provided by the Subconsultant.
- Erosion and Sediment Control Plan and Details (1-Phase) – This sheet will show temporary erosion control measures, consisting of tree protection fence, construction fence, silt fence, diversions, and contractor access points as necessary. A single-phase erosion control plan is assumed based on less than 1 acre of disturbance proposed.
- Site Plans and Details – These sheets will contain a site plan showing the locations of the proposed renovations as well as necessary details.
- Grading and Drainage Plan – These sheets will consist of proposed contours, key spot grades, stormwater improvements, and limits of disturbance. The Walnut Street Skate Park will consist of stormwater detention and water quality design meeting the City of Spring Hill stormwater requirements.
- Landscape Plan – These sheets will consist of planting design, plant material schedule, and planting details. Grass seed will be proposed in disturbed areas, and no additional shrubs or trees will be proposed.



- Restroom Plan – This sheet will consist of a cut sheet for the prefabricated restroom building elevation and floor plan from the building vendor.
- Utility Plan – This sheet will locate the proposed sewer and water utility connection locations for the restroom building and a standard detail from the utility company. It is assumed our utility design will connect by gravity sewer to an appropriately sized existing main line within the Walnut Street public right-of-way. This scope includes a public sanitary sewer extension ±240 LF within Walnut Street to service the subject property. Any additional public utility extension or lift station and force main design will be considered additional services.
- Electrical Plan – This sheet will depict conduit sizes and routing for electrical service to the restroom building at Walnut Street Skate Park. Conduit sizes will be based on building power requirements provided by the prefabricated building vendor. We assume there is existing electrical capacity and physical space for new circuits.

Task 3.3 – Final Plans

After receiving one comprehensive list of revisions from the Client, Kimley-Horn will prepare the final construction plan sheets listed in Task 3.2 above.

Task 4 – Permitting

Kimley-Horn will submit an application and the plans prepared in Task 3 for the following permits on the City's behalf.

- City of Spring Hill Site Plan – Fischer Park
 - (1) Application made to the City of Spring Hill Planning Department
 - Scope is based on staff level approval.
 - This task will consist of coordination and comment responses for up to two (2) rounds of review comments between the initial submission and the Planning Department Staff.
- City of Spring Hill Site Plan – Walnut Street Skate Park
 - (1) Application made to the City of Spring Hill Planning Department
 - Attendance of (1) Staff comment review virtual meeting
 - This task will consist of coordination and comment responses for up to two (2) rounds of review comments between the initial submission and the Planning Commission Meeting. City staff will attend the Planning Commission meetings to present the project.
- City of Spring Hill Engineering and Utility Approval – Fischer Park & Walnut Street Skate Park
 - This task will consist of coordination and comment responses for up to two (2) rounds of review comments with Engineering Staff based on the Planning Department approved site plans.
- TDEC Public Utility Permit – Walnut Street Skate Park
 - This task consists of one (1) application to TDEC utilizing City of Spring Hill approved plans.
 - This task will consist of coordination and comment responses for up to one (1) round of review comments in this contract.

Kimley-Horn and Associates, Inc. has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and the probability and timeframe



for approvals are made solely on the basis of professional experience and available data. Kimley-Horn does not guarantee that the outcome of the permits will not vary from its opinions or that all issues that may impact the permitting process have been investigated.

Task 5 – Bid Phase Services – Hourly Service

Task 5.1 – Bid book

Kimley-Horn will prepare a bid book that will consist of request for proposals, contract documents, bid forms, and required special provisions per City requirements. Kimley-Horn will provide technical specifications as necessary for site work, site preparation, site demo, concrete, asphalt, and landscape materials. The City will be responsible for advertising the bid.

Task 5.2 – Requests for Information (RFI)

Kimley-Horn will respond to a consolidated list of questions that arise during the bidding process and issue a statement of clarification or bid addendum as appropriate.

Task 5.3 – Pre-bid Meeting

Kimley-Horn will conduct one (1) pre-bid meeting at a time and location determined by the Client. Kimley-Horn will prepare and distribute meeting minutes.

Task 6 – Limited Construction Phase Services – Hourly Service

Billed at our then-current hourly rate, Kimley-Horn will attend site visits during the construction of the project as directed by the Client. Kimley-Horn can also review shop drawings and provide clarifications and interpretations during the construction phase as directed by the Client.

Site visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work by writing a brief description of the site visit and forwarding it, along with photographs, if applicable, to the Client.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Consultant shall not have the authority to stop the Contractor's work. Accordingly, Consultant neither guarantees the performance of any



Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Original LPRF grant application
- As-built drawings for Port Royal Park
- Survey for Walnut Street Skate Park

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Public engagement
- Site survey at Walnut Street Park
- Attendance of Planning Commission meetings
- Design renderings
- Tree survey
- Hydrologic determination
- Geotechnical report
- Utility design beyond scope listed above
- Off-site utility improvements
- Pump station design
- Structural engineering
- Irrigation design
- Architectural design
- Additional plan set revisions
- SWPPP
- Additional meetings beyond those outlined in the above scope
- Others as requested by the Client

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule that meets the TDEC grant schedule requirements.



FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1-4 for the total lump sum fee of \$98,700. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed

Kimley-Horn will perform the services in Tasks 5-6 on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates.

All permitting, application, and similar project fees will be paid directly by the Client. Payment will be due within 25 days of your receipt of the invoice.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Spring Hill, Tennessee.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Alisha Eley, PLA, LEED AP
Project Manager



Attachment – Standard Provisions
Attachment – Exhibit A, Survey Limits

City of Spring Hill, Tennessee

SIGNED: _____

PRINTED NAME: _____

TITLE: _____ (Print or Type Name)

**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits,

the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Exhibit A – Survey Limits



Rev 01/18

RESOLUTION 23-187

A RESOLUTION TO APPROVE THE PURCHASE OF TWO PICK UP TRUCKS FOR THE FIRE DEPARTMENT

WHEREAS, the City of Spring operates a career fire department that responds to all hazards within the city; and

WHEREAS; the Fire Department has identified the need to add additional support vehicles that are capable of multiple tasks including incident command, pulling fire department special operations trailers and carrying training supplies; and

WHEREAS; these vehicles will be assigned to the Training Division; and

WHEREAS, the department planned for and budgeted for these vehicle additions in the FY24 CEP Budget; and

WHEREAS, the department has identified through the State of Tennessee Vehicle Contract, awarded to Wilson County Motors, and these vehicles are able to be sourced using State Contract Number SWC209.

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen approve the purchase of two Chevrolet 2500HD Pick Up Trucks for a price of \$93,838.80.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of September 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: ***Approval of Resolution 23-187***
SUBMITTED BY: **Graig Temple, Fire Chief**
DATE: **September 18, 2023**
RE: **Purchase of Chevrolet Trucks for Training Division**

PURPOSE:

The purpose of this resolution is to allow the Fire Department to purchase (2) Chevrolet 2500 Pick-Up Trucks as replacement vehicles for the Training Division.

BACKGROUND:

The Training Division is responsible for delivering training to all shifts at various locations throughout the city. The assigned officers who drive the vehicles conduct incident command and pull department special operations trailers. Additionally, the vehicles are used to carry hose, dirty turn-out gear and training props. The purchase of these two trucks **replace** a 2003 Chevrolet pick-up and a 2017 Chevrolet pick-up that were previously assigned to the Training Division. The 2017 moved with Safety Officer Bryan to his new position and the 2003 will be placed on GovDeals for disposal.

FINANCIAL IMPACT:

The funding for the purchase of the vehicles has been budgeted in FY24 CEP and will be made through Wilson County Motors using State of Tennessee Vehicle Contract SWC209.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-187 to purchase the two (2) Chevrolet 2500 Pick-Up Trucks from Wilson County Motors.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

City of Spring Hill

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom





Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Wilson County Motors

Prepared By:

Sabrina Edwards
Wilson County Motors
615-444-9642
Sabrina@wilsoncountyauto.com

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Price Summary

PRICE SUMMARY

	VQ2	MSRP
Base Price	\$47,998.40	\$52,400.00
Total Options	(\$3,074.00)	\$150.00
Vehicle Subtotal	\$44,924.40	\$52,550.00
Destination Charge	\$1,995.00	\$1,995.00
Grand Total	\$46,919.40	\$54,545.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	N/A
Rear Gross Axle Weight Rating:	N/A
Gross Vehicle Weight Rating:	10850.00 lbs

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Selected Model and Options

MODEL			
CODE	MODEL	VQ2	MSRP
CK20743	2024 Chevrolet Silverado 2500HD 4WD Crew Cab 159" Custom	\$47,998.40	\$52,400.00

COLORS	
CODE	DESCRIPTION
G7C	Red Hot

EMISSIONS			
CODE	DESCRIPTION	VQ2	MSRP
FE9	Emissions, Federal requirements	\$0.00	\$0.00

ENGINE			
CODE	DESCRIPTION	VQ2	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00	\$0.00

TRANSMISSION			
CODE	DESCRIPTION	VQ2	MSRP
MKM	Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)	\$0.00	\$0.00

GVWR			
CODE	DESCRIPTION	VQ2	MSRP
JGH	GVWR, 10,850 lbs. (4921 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)	\$0.00	\$0.00

AXLE			
CODE	DESCRIPTION	VQ2	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00	\$0.00

PREFERRED EQUIPMENT GROUP			
CODE	DESCRIPTION	VQ2	MSRP
1CX	Custom Preferred Equipment Group includes standard equipment	\$0.00	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

PAINT

CODE	DESCRIPTION	VQ2	MSRP
G7C	Red Hot	\$0.00	\$0.00

SEAT TYPE

CODE	DESCRIPTION	VQ2	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00	\$0.00

SEAT TRIM

CODE	DESCRIPTION	VQ2	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00	\$0.00

RADIO

CODE	DESCRIPTION	VQ2	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	VQ2	MSRP
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	\$132.00	\$150.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	VQ2	MSRP
Adjustment	State price adjustment	(\$416.00)	\$0.00
Fed Tire	Federal Tire Fee	\$10.00	\$0.00
Gov Asst	Government Assistance	(\$2,800.00)	\$0.00
Options Total		(\$3,074.00)	\$150.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Optional Equipment

NOTE			
CODE	DESCRIPTION	VQ2	MSRP
**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT **	\$0.00	\$0.00
EMISSIONS			
CODE	DESCRIPTION	VQ2	MSRP
FE9	Emissions, Federal requirements	\$0.00	\$0.00
NB8	Emissions override, California (allows a dealer in states that require California emissions - California, Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island or Washington - to order Federal emissions for a vehicle that will be registered in a state that has Federal emission requirements). Do not use for vehicles that will be registered in California, Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island or Washington. (Requires (FE9) Federal emissions requirements. Not available in Maine or Vermont.)	\$0.00	\$0.00
NB9	Emissions override, state-specific (for dealers ordering vehicles in (YF5) or (NE1) emission states - California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington) (Allows a California dealer (YF5 emissions) to order (NE1) emissions with (NB9) emissions override code for registration in (NE1) states; or, a Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington dealer (NE1 emissions) to order (YF5) emissions with (NB9) emissions override code for registration in California.)	\$0.00	\$0.00
NC7	Emissions override, Federal (for vehicles ordered by dealers in Federal emission states with (YF5) or (NE1) emissions - Not required for vehicles being shipped to California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington) (Requires (YF5) California state emissions requirements or (NE1) Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington state emissions requirements.)	\$0.00	\$0.00
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00	\$0.00
YF5	Emissions, California state requirements	\$0.00	\$0.00
ENGINE			
CODE	DESCRIPTION	VQ2	MSRP
L5P	Engine, Duramax 6.6L Turbo-Diesel V8 B20-Diesel compatible, (470 hp [350.5 kW] @ 2800 rpm, 975 lb-ft of torque [1322 Nm] @ 1600 rpm) (Requires (JL1) trailer brake controller and (PDX) Custom Value Package.)	\$8,351.20	\$9,490.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

ENGINE

CODE	DESCRIPTION	VQ2	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	Inc.	Inc.

TRANSMISSION

CODE	DESCRIPTION	VQ2	MSRP
MGM	Transmission, Allison 10-Speed automatic (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Not available with (PTO) Power Take-off.)	\$0.00	\$0.00
MGU	Transmission, Allison 10-Speed automatic with integrated Power Take-Off (PTO) (Requires (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Included and only available with (PTO) Power Take-Off.)	\$0.00	\$0.00
MKM	Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)	\$0.00	\$0.00

GVWR

CODE	DESCRIPTION	VQ2	MSRP
C7A	Lowered GVWR, 10,000 lbs. (4536 kg) lowers GVWR and significantly decreases towing and/or payload ratings (Not available with (YF5) or (NE1) Emissions.)	\$0.00	\$0.00
JGH	GVWR, 10,850 lbs. (4921 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)	\$0.00	\$0.00
JGL	GVWR, 11,350 lbs. (5148 kg) (Included and only available with CK20743 model and (L5P) Duramax 6.6L Turbo-Diesel V8 engine with 18" or 20" wheels without (NHT) Max Trailering Package. Included and only available with CK20743 model and (L5P) Duramax 6.6L Turbo-Diesel V8 engine with 18" or 20" wheels or CK20943 model and (L5P) Duramax 6.6L Turbo-Diesel V8 engine with 17" wheels. Included and only available with CK20743 model and L5P Duramax 6.6L Turbo-Diesel V8 engine with 22" wheels and (XGD) tires.)	\$0.00	\$0.00
JGP	GVWR, 11,750 lbs. (5330 kg) (Included and only available with CK20743 model and (L5P) Duramax 6.6L Turbo-Diesel V8 engine with 18" or 20" wheels with (NHT) Max Trailering Package.)	\$0.00	\$0.00

AXLE

CODE	DESCRIPTION	VQ2	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00	\$0.00
GU6	Rear axle, 3.42 ratio (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	VQ2	MSRP
1CX	Custom Preferred Equipment Group includes standard equipment	\$0.00	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

PAINT

CODE	DESCRIPTION	VQ2	MSRP
G6M	Dark Ash Metallic (Not available on 1WT models.)	\$0.00	\$0.00
G7C	Red Hot	\$0.00	\$0.00
GAZ	Summit White	\$0.00	\$0.00
GBA	Black	\$0.00	\$0.00
GNO	Slate Gray Metallic (Late availability.)	\$0.00	\$0.00
GXD	Sterling Gray Metallic	\$0.00	\$0.00
GXP	Lakeshore Blue Metallic	\$0.00	\$0.00

SEAT TYPE

CODE	DESCRIPTION	VQ2	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00	\$0.00

SEAT TRIM

CODE	DESCRIPTION	VQ2	MSRP
H0U	Jet Black, Cloth seat trim (Requires (PCX) Custom Convenience Package, (A2X) 10-way power driver seat adjuster and (K14) Power outlet.)	\$0.00	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00	\$0.00

RADIO

CODE	DESCRIPTION	VQ2	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00	\$0.00

OPTION DISCOUNT

CODE	DESCRIPTION	VQ2	MSRP
—	Option/package discount (Requires (PDX) Custom Value Package.) *DISCOUNT*	(\$440.00)	(\$500.00)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	VQ2	MSRP
NHT	Max Trailering Package includes 3500 HD Frame, 3500 HD Leaf Springs, 12" Rear axle and 3500 HD Shock Package (Requires (Z6A) Gooseneck/5th Wheel Prep Package, (PCX) Custom Convenience Package, (L5P) Duramax 6.6L Turbo-Diesel V8 engine, and 18" or 20" wheels and Tires. Note: will not include (CGN) spray-on bed liner. Note: bed caps for the holes will not be provided. Not available on Double Cab models.)	\$88.00	\$100.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	VQ2	MSRP
PCX	Custom Convenience Package includes (BTV) Remote Start with (UTJ) content theft alarm, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (UBI) 2 charge-only USB ports for second row, (C49) rear-window defogger, (A2X) 10-way power driver seat including power lumbar, (UF2) bed LED cargo area lighting, (QT5) EZ Lift power lock and release tailgate and (JL1) Trailer brake controller. (Included with (PDX) Custom Value Package. Beginning with the start of production certain vehicles will be forced to include (RFO) Not Equipped with USB ports rear.)	\$1,399.20	\$1,590.00
PDX	Custom Value Package includes (PCX) Custom Convenience Package, (PQA) WT/CX Safety Package, (DWC) outside power-adjustable vertical trailing mirrors with heated and auto-dimming upper glass, lower convex spotter mirrors, turn signal indicators, puddle lamps, perimeter lighting and (DD8) auto-dimming rearview mirror *GROSS*	\$2,433.20	\$2,765.00
PQA	WT/CX Safety Package includes (UD7) Rear Park Assist, (UKC) Lane Change Alert with Side Blind Zone Alert and (UFG) Rear Cross Traffic Alert (Requires (PCX) Custom Convenience Package and (DWI) trailer mirrors.)	\$567.60	\$645.00
VYU	Snow Plow Prep/Camper Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance. Note: if ordered for Camper usage, recommend ordering (UY2) Trailering wiring provisions (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Not available with (F60) Heavy Duty Front Spring/Camper Package.)	\$264.00	\$300.00
Z6A	Gooseneck/5th Wheel Prep Package Hitch platform to accept Gooseneck or 5th Wheel hitch. Includes hitch platform with tray to accept ball, stamped bed holes with removable caps installed and bed mounted 7-pin trailer harness (similar to UY2 harness). (Includes (JL1) Trailer brake controller and (CGN) Chevytec spray-on bedliner.) *PRICE TO FOLLOW*	W/A	W/A
Z71	Z71 Off-Road Package includes (Z71) Off-Road suspension with off-road tuned twin tube Rancho shocks, (JHD) Hill Descent Control and (NZZ) skid plates (transfer case and oil pan) (Requires 4WD model. "4X4" decals on bed are replaced with "Z71" fender badge.)	\$286.00	\$325.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	VQ2	MSRP
5M7	Speedometer calibration, provisions Provides an owners manual supplement listing of speedometer calibrations to be programmed into the powertrain control module (PCM), after sale, to accommodate tire size changes utilized by railroad equipment. See Upfitter Integration website www.gmupfitter.com Technical Bulletins section for calibration listing and instructions. (Requires (L8T) 6.6L V8 gas engine. Not available with SEO (9C2), (9B9) or (9D7) governors.)	\$44.00	\$50.00
9B9	Governor, electronic speed sensor set to 70 MPH Provides electronic software to limit maximum road speed to 70-MPH. Cruise control limited to 65 MPH. (Not available with SEO (5M7) Speedometer calibration, SEO (9C2) 65mph governor or SEO (9D7) 75mph governor.)	\$44.00	\$50.00
9C2	Governor, electronic speed sensor set to 65 MPH Provides electronic software to limit maximum road speed to 65-MPH. Cruise control limited to 60 MPH. (Not available with SEO (5M7) Speedometer calibration, SEO (9B9) 70mph governor or SEO (9D7) 75mph governor.)	\$44.00	\$50.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	VQ2	MSRP
9D7	Governor, electronic speed sensor set to 75 MPH Provides electronic software to limit maximum road speed to 75-MPH. Cruise control limited to 70 MPH. (Not available with SEO (5M7) Speedometer calibration, SEO (9C2) 65mph governor or SEO (9B9) 70mph governor.)	\$44.00	\$50.00
—	Battery, heavy-duty dual 730 cold-cranking amps/70 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00	\$0.00
—	Capped Fuel Fill (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00	\$0.00
—	Suspension, Off-Road includes twin-tube shocks (Included and only available with (Z71) Z71 Off-Road Package.)	\$0.00	\$0.00
F60	Heavy Duty Front Spring/Camper Package Note: If ordered for Camper usage, recommend ordering (UY2) Trailing wiring provisions (Not available with (VYU) Snow Plow Prep/Camper Package.)	\$39.60	\$45.00
JHD	Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package.)	\$0.00	\$0.00
JL1	Trailer brake controller, integrated (Included and only available with (PCX) Custom Convenience Package or (Z6A) Gooseneck/5th Wheel Prep Package.)	\$0.00	\$0.00
K05	Engine block heater (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$88.00	\$100.00
K40	Exhaust brake (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00	\$0.00
K4Z	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr (Requires (L8T) 6.6L V8 gas engine and either (KW5) 220-amp alternator or (KHF) dual alternators. Not available with (KW7) 170-amp alternator.)	\$118.80	\$135.00
KHF	Alternators, dual, 220-amps primary, 170-amps auxiliary (Requires (K4Z) auxiliary battery with (L8T) 6.6L V8 gas engine.)	\$334.40	\$380.00
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)	\$132.00	\$150.00
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	\$132.00	\$150.00
PTO	Power Take-Off (Requires (L5P) Duramax 6.6L Turbo-Diesel V8 engine and (K34) Cruise Control. Includes (MGU) 10-speed transmission.)	\$875.60	\$995.00
UF3	High idle switch (Not available with (PTO) Power Take-off.)	\$176.00	\$200.00
UY2	Trailing wiring provisions for trailering, 5th wheel and gooseneck trailer, includes additional 7 -way wiring harness located at the rear of the pickup bed attached to the rear frame cross member (Not available with (Z6A) Gooseneck/5th Wheel Prep Package.)	\$30.80	\$35.00
VLQ	Recovery hooks, front, Chrome	\$198.00	\$225.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	VQ2	MSRP
8F2	Ornamentation, delete (Not available with (9R1) pickup bed decal delete or (9M4) tailgate nameplate and decal delete.)	\$0.00	\$0.00
9M4	Decal and name plate delete, tailgate (Not available with SEO (8F2) ornamentation delete.)	\$0.00	\$0.00
9R1	Decal delete, Pickup bed (Requires 4WD models only. Not available with SEO (8F2) ornamentation delete.)	\$0.00	\$0.00
BHP	Winter Grille Cover (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00	\$0.00
CGN	Chevytec spray-on bedliner Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (Z6A) Gooseneck/5th Wheel Prep Package.)	\$479.60	\$545.00
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, perimeter lighting, auxiliary lighting, power folding/manual extending (extends 3.31" [84.25mm]) (Requires (PCX) Custom Convenience Package. Included with (PDX) Custom Value Package. Includes (DD8) auto-dimming rearview mirror. (DD8) auto-dimming mirror will be upgraded to (DRZ) Rear Camera Mirror or (DRC) Partial video display rearview mirror when (UVO) Bed View Camera is ordered.)	\$466.40	\$530.00
QK2	Tailgate, Multi-Flex with six functional load/access features, NOTE: Auto release can be disabled if ball hitch is installed. See Owner's manual for details (Requires (PCX) Custom Convenience Package.)	\$391.60	\$445.00
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (PCX) Custom Convenience Package.)	\$0.00	\$0.00
U01	Lamps, Smoked Amber roof marker, (LED) (Not available with (YF5) California state emissions requirements.)	\$48.40	\$55.00
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Included with (PCX) Custom Convenience Package.)	\$110.00	\$125.00
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	VQ2	MSRP
8S3	Back-up alarm, 97 decibels (Not available with SEO (SFW) back-up alarm calibration, (Z6A) Gooseneck/5th Wheel Prep Package or (UY2) trailer wiring provisions.)	\$121.44	\$138.00
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com.	\$132.00	\$150.00
A2X	Seat adjuster, driver 10-way power including lumbar (Included with (PCX) Custom Convenience Package. Requires (HOU) Jet Black interior.)	\$255.20	\$290.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	VQ2	MSRP
BTV	Remote vehicle starter system (Included and only available with (PCX) Custom Convenience Package.)	\$0.00	\$0.00
C49	Defogger, rear-window electric (Included and only available with (PCX) Custom Convenience Package.)	\$0.00	\$0.00
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DWI) trailer mirrors. Not available with (DRZ) Rear Camera Mirror.)	\$0.00	\$0.00
DRC	Mirror, inside rearview auto dimming with partial video display includes bed view camera view of cargo bed (Required and only available with (UVO) Bed View Camera.)	\$0.00	\$0.00
DRZ	Rear Camera Mirror, inside rearview auto-dimming with full camera display (Requires (PCX) Custom Convenience Package. Replaces (D31) manual tilt rearview mirror. Replaces (DD8) auto-dimming rearview mirror when (DWI) trailer mirrors are ordered.)	\$470.80	\$535.00
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (K14) interior power outlet) (Included and only available with (K14) Power outlet.)	\$0.00	\$0.00
K14	Power outlet, interior, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (PCX) Custom Convenience Package.)	\$198.00	\$225.00
KSG	Adaptive Cruise Control (Requires (JL1) trailer brake controller.)	\$440.00	\$500.00
N33	Steering column, Tilt-Wheel, manual with wheel locking security feature (Beginning February 27, 2023 through June 4, 2023, certain vehicles will be forced to include (N37) manual tilt/telescoping steering column that will remove the (N33) Tilt-Wheel manual steering column. Does not include later dealer retrofit. See dealer for details or the window label for the features on a specific vehicle.)	\$0.00	\$0.00
N37	(DISCONTINUED) Steering column, manual tilt and telescoping (Beginning February 27, 2023 through June 4, 2023, certain vehicles will be forced to include (N37) manual tilt/telescoping steering column that will remove the (N33) Tilt-Wheel manual steering column. Does not include later dealer retrofit. See dealer for details or the window label for the features on a specific vehicle.)	\$0.00	\$0.00
R70	Seat, Cloth Rear with Storage Package 60/40 folding bench for Crew Cab models, includes seatback storage on left and right side, center fold out armrest with 2 cupholders, (includes child seat top tether anchor) (Requires (H1T) Jet Black interior trim.)	\$198.00	\$225.00
RFO	Not Equipped with USB ports rear see dealer for details (Beginning with the start of production certain vehicles will be forced to include (RFO) Not Equipped with USB ports rear.) *CREDIT*	(\$22.00)	(\$25.00)
SFW	Back-up alarm calibration This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Not available with (8S3) back-up alarm or (UY2) trailer wire provisions.)	\$44.00	\$50.00
UBI	USB ports, rear, dual, charge-only (Included and only available with (K14) 120-volt power outlet. Beginning with the start of production certain vehicles will be forced to include (RFO) Not Equipped with USB ports rear.)	\$0.00	\$0.00
UTJ	Theft-deterrent system, unauthorized entry (Included and only available with (PCX) Custom Convenience Package.)	\$0.00	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	VQ2	MSRP
R9L	Deleted 3 Years of Remote Access (Requires (UE1) OnStar. Included and only available on vehicles being shipped to Puerto Rico, the Virgin Islands, or Guam.) *CREDIT*	(\$264.00)	(\$300.00)
UD7	Rear Park Assist (Included and only available with (PQA) WT/CX Safety Package.)	\$0.00	\$0.00
UFG	Rear Cross Traffic Alert (Included and only available with (PQA) WT/CX Safety Package.)	\$0.00	\$0.00
UKC	Lane Change Alert with Side Blind Zone Alert (Included and only available with (PQA) WT/CX Safety Package.)	\$0.00	\$0.00
UVO	Bed View Camera camera in the CHMSL to show a view of the cargo bed, display located in rearview mirror (Not available with Regular Cab model, (DRZ) Rear Camera Mirror or (D31) rearview mirror. Not available with (DD8) auto-dimming rearview mirror when (DWI) trailer mirrors are ordered. Requires (DRC) Inside rearview mirror.)	\$220.00	\$250.00

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	VQ2	MSRP
5JY	LPO, Tri-fold soft tonneau cover by Advantage (dealer-installed) (Not available with any other tonneau cover.)	\$660.00	\$750.00
PDB	LPO, Dark Essentials Package includes (RIK) Black Silverado nameplates, along with where applicable, Black Custom/LT/ZR2/LTZ/High Country badges, LPO, (SFZ) Black bowtie, LPO and (SB7) Black tailgate CHEVROLET lettering, LPO, (dealer-installed) (When (QK2) Multi-Flex tailgate is ordered (SB7) Black tailgate lettering is replaced with tailgate Black bowtie. Does not replace Chrome Duramax Badge on hood.)	\$484.00	\$550.00
PDE	LPO, Assist Step and Tonneau Value Package III includes your choice of (VXH) Chrome 6" rectangular assist steps, LPO (available on 1LT/1LZ) or (RVQ) Black 6" rectangular assist steps, LPO (available on 1WT/1CX), (VXW) Off-Road High Clearance Steps, LPO (available on 3LT) and (VOZ) Hard-folding tonneau cover by REV, LPO, (dealer-installed) (Not available at start of production.)	\$2,103.20	\$2,390.00
PDW	(DISCONTINUED) LPO, Assist Step and Tonneau Value Package I Includes (VQO) Black work step, LPO and (VPB) Premium soft roll-up tonneau cover, LPO, (dealer-installed) (Not available at start of production.)	\$985.60	\$1,120.00
RIA	LPO, All-weather floor liners 1st and 2nd rows on Crew Cab and Double Cab, (includes Chevrolet Bowtie logo on front mats) (Not available with (Z71) Z71 Off-Road Package. Replaces factory floor mats.)	\$193.60	\$220.00
RIK	LPO, Black nameplates (dealer-installed) (Included and only available with (PDB) Dark Essentials Package, LPO.)	\$0.00	\$0.00
RVQ	LPO, Black tubular assist steps, 6" rectangular (dealer-installed) (Not available with any other assist steps.)	\$699.60	\$795.00
RVS	LPO, Assist steps - 4" Black - round (dealer-installed) (Not available with any other assist steps.)	\$748.00	\$850.00
S6L	LPO, Off-road assist steps, 3" round tubular, Black (dealer-installed) (Not available with any other assist steps.)	\$809.60	\$920.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	VQ2	MSRP
SB7	LPO, Black tailgate lettering (Included and only available with (PDB) Black Essentials Package, LPO.)	\$0.00	\$0.00
SFZ	LPO, Black Bowtie Emblem, front (dealer-installed) (Included with (PDB) Dark Essentials Package, LPO.)	\$136.40	\$155.00
SNO	LPO, Hitch Package Gooseneck ball and chain tiedown kit with case, (dealer-installed) (Requires (Z6A) Gooseneck/5th Wheel Prep Package.)	\$286.00	\$325.00
VOZ	LPO, Hard-folding tonneau cover by REV (dealer-installed) (Not available with any other tonneau cover.)	\$1,403.60	\$1,595.00
VPB	LPO, Premium soft roll-up tonneau cover (dealer-installed) (Included and only available with (PDW) Assist Step and Tonneau Value Package I, LPO.)	\$0.00	\$0.00
VQK	LPO, Molded splash guards, Black (dealer-installed)	\$259.60	\$295.00
VQO	(DISCONTINUED) LPO, Black work step (dealer-installed) (Not available with any other assist steps.)	\$506.00	\$575.00
VQZ	LPO, Polished exhaust tip (dealer-installed) (Requires (L8T) 6.6L V8 gas engine.)	\$136.40	\$155.00
VXH	LPO, Assist steps, chromed tubular, 6" rectangular (dealer-installed) (Not available with any other assist steps.)	\$787.60	\$895.00
VXJ	LPO, Assist steps - 4" chromed round (dealer-installed) (Not available with any other assist steps.)	\$787.60	\$895.00
VXW	LPO, Off-Road High Clearance Steps (dealer-installed) (Requires Crew Cab model. Not available with any other assist steps.)	\$1,223.20	\$1,390.00

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	VQ2	MSRP
8X8	Label, fasten seat belts "Fasten Seat Belts" reminder label on right-hand and left-hand front side door glass (Requires Crew Cab 4WD model.)	\$3.52	\$4.00
P0J	OnStar Additional 21 months of OnStar Fleet Safety and Security. Provides 21 months of Fleet Safety and Security service in addition to the 3 months of complimentary coverage that is included in the price of the vehicle. Total OnStar Fleet Safety and Security service duration is 24 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0U, P0K, P0L, P0Q, P1R, P1S, P1T, P1U or R7Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$420.00	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	VQ2	MSRP
P0K	OnStar Additional 33 months of OnStar Fleet Safety and Security. Provides up to 33 months of Fleet Safety and Security service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Safety and Security service duration is up to 36 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0U, P0J, P0L, P0Q, P1R, P1S, P1T, P1U or R7Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$578.00	\$0.00
P0L	OnStar Additional 45 months of OnStar Fleet Safety and Security. Provides up to 45 months of Fleet Safety and Security service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Safety and Security service duration is up to 48 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0U, P0J, P0K, P0Q, P1R, P1S, P1T, P1U or R7Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$698.00	\$0.00
P0M	OnStar Additional 21 months of OnStar Fleet Driver Remote Access. Provides up to 21 months of Fleet Driver Remote Access service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Driver Remote Access service duration is up to 24 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. Remote Access does not include emergency or security services. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0M, P0N, P0O or POP. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$210.00	\$0.00
P0N	OnStar Additional 33 months of OnStar Fleet Driver Remote Access. Provides up to 33 months of Fleet Driver Remote Access service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Driver Remote Access service duration is up to 36 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. Remote Access does not include emergency or security services. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0R, P0M, P0O or POP. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$330.00	\$0.00
P0O	OnStar Additional 45 months of OnStar Fleet Driver Remote Access. Provides up to 45 months of Fleet Driver Remote Access service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Driver Remote Access service duration is up to 48 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. Remote Access does not include emergency or security services. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0R, P0M, P0N or POP. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$450.00	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	VQ2	MSRP
P0P	OnStar Additional 57 months of OnStar Fleet Driver Remote Access. Provides up to 57 months of Fleet Driver Remote Access service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Driver Remote Access service duration is up to 60 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. Remote Access does not include emergency or security services. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0R, P0M, P0N or P0O. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$570.00	\$0.00
P0Q	OnStar Additional 57 months of OnStar Fleet Safety and Security. Provides up to 57 months of Fleet Safety and Security service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Safety and Security service duration is up to 60 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0U, P0J, P0K, P0L, P1R, P1S, P1T, P1U or R7Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$855.00	\$0.00
P0R	OnStar Additional 9 months of OnStar Fleet Driver Remote Access. Provides up to 9 months of Fleet Driver Remote Access service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Driver Remote Access service duration is up to 12 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. Remote Access does not include emergency or security services. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0M, P0N, P0O or P0P. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$90.00	\$0.00
P0U	OnStar Additional 9 months of OnStar Fleet Safety and Security. Provides up to 9 months of Fleet Safety and Security service in addition to the 3 months of complimentary coverage that is included in the price of the eligible vehicle. Total OnStar Fleet Safety and Security service duration is up to 12 months. Active subscription required. Service availability, features and functionality vary by vehicle, device and the plan you are enrolled in. Terms apply. See onstar.com for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0J, P0K, P0L, P0Q, P1R, P1S, P1T, P1U or R7Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$225.00	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	VQ2	MSRP
P0V	OnStar Vehicle Insights - 1 year of Service. Includes 12 months of OnStar Vehicle Insights service. OnStar Vehicle Insights provides fleet managers and drivers the tools and data they need to help maximize fleet productivity and help maximize fleet's operational efficiencies. OnStar Vehicle Insights relays real-time vehicle data like vehicle location, driver performance information and more. Eligible customers must sign up for an account at www.onstarvehicleinsights.com in order to take advantage of this 12 months offer. Requires an active connected vehicle services plan. The OnStar Vehicle Insights service is included in the price of the vehicle. Total service duration is 12 months. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0W, P0X, P0Y or P0Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$183.00	\$0.00
P0W	OnStar Vehicle Insights - 2 years of Service. Includes 24 months of OnStar Vehicle Insights service. OnStar Vehicle Insights provides fleet managers and drivers the tools and data they need to help maximize fleet productivity and help maximize fleet's operational efficiencies. OnStar Vehicle Insights relays real-time vehicle data like vehicle location, driver performance information and more. Eligible customers must sign up for an account at www.onstarvehicleinsights.com in order to take advantage of this 24 months offer. Requires an active connected vehicle services plan. The OnStar Vehicle Insights service is included in the price of the vehicle. Total service duration is 24 months. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0V, P0X, P0Y or P0Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$360.00	\$0.00
P0X	OnStar Vehicle Insights - 3 years of Service. Includes 36 months of OnStar Vehicle Insights service. OnStar Vehicle Insights provides fleet managers and drivers the tools and data they need to help maximize fleet productivity and help maximize fleet's operational efficiencies. OnStar Vehicle Insights relays real-time vehicle data like vehicle location, driver performance information and more. Eligible customers must sign up for an account at www.onstarvehicleinsights.com in order to take advantage of this 36 months offer. Requires an active connected vehicle services plan. The OnStar Vehicle Insights service is included in the price of the vehicle. Total service duration is 36 months. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0V, P0W, P0Y or P0Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$522.00	\$0.00
P0Y	OnStar Vehicle Insights - 4 years of Service. Includes 48 months of OnStar Vehicle Insights service. OnStar Vehicle Insights provides fleet managers and drivers the tools and data they need to help maximize fleet productivity and help maximize fleet's operational efficiencies. OnStar Vehicle Insights relays real-time vehicle data like vehicle location, driver performance information and more. Eligible customers must sign up for an account at www.onstarvehicleinsights.com in order to take advantage of this 48 months offer. Requires an active connected vehicle services plan. The OnStar Vehicle Insights service is included in the price of the vehicle. Total service duration is 48 months. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0V, P0W, P0X or P0Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$672.00	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	VQ2	MSRP
P0Z	OnStar Vehicle Insights - 5 years of Service. Includes 60 months of OnStar Vehicle Insights service. OnStar Vehicle Insights provides fleet managers and drivers the tools and data they need to help maximize fleet productivity and help maximize fleet's operational efficiencies. OnStar Vehicle Insights relays real-time vehicle data like vehicle location, driver performance information and more. Eligible customers must sign up for an account at www.onstarvehicleinsights.com in order to take advantage of this 60 months offer. Requires an active connected vehicle services plan. The OnStar Vehicle Insights service is included in the price of the vehicle. Total service duration is 60 months. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available on P0V, P0W, P0X or P0Y. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$810.00	\$0.00
P1R	OnStar Additional 9 months of OnStar Fleet Assurance. Provides up to 9 months of Fleet Assurance service in addition to the 3 months of complimentary Safety & Security coverage that is included in the price of the eligible vehicle. Total OnStar Safety & Security service duration is up to 3 months and up to 9 months of OnStar Fleet Assurance. OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. See OnStar.com/BusinessSolutions for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0U, P0J, P0K, P0L, P0Q, P1S, P1T, P1U or R7Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$90.00	\$0.00
P1S	OnStar Additional 21 months of OnStar Fleet Assurance. Provides up to 21 months of Fleet Assurance service in addition to the 3 months of complimentary Safety & Security coverage that is included in the price of the eligible vehicle. Total OnStar Safety & Security service duration is up to 3 months and up to 21 months of OnStar Fleet Assurance. OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. See OnStar.com/BusinessSolutions for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0U, P0J, P0K, P0L, P0Q, P1R, P1T, P1U, R7Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$210.00	\$0.00
P1T	OnStar Additional 33 months of OnStar Fleet Assurance. Provides up to 33 months of Fleet Assurance service in addition to the 3 months of complimentary Safety & Security coverage that is included in the price of the eligible vehicle. Total OnStar Safety & Security service duration is up to 3 months and up to 33 months of OnStar Fleet Assurance. OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. See OnStar.com/BusinessSolutions for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0U, P0J, P0K, P0L, P0Q, P1R, P1S, P1U or R7Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$330.00	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	VQ2	MSRP
P1U	OnStar Additional 45 months of OnStar Fleet Assurance. Provides up to 45 months of Fleet Assurance service in addition to the 3 months of complimentary Safety & Security coverage that is included in the price of the eligible vehicle. Total OnStar Safety & Security service duration is up to 3 months and up to 45 months of OnStar Fleet Assurance. OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. See OnStar.com/BusinessSolutions for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0U, P0J, P0K, P0L, P0Q, P1R, P1S, P1T or R7Z. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$450.00	\$0.00
PR6	SiriusXM, Additional 9 months of SXM Platinum Plan. Listen inside and outside the car on the app in addition to the trial period included with the vehicle. (Requires (U2K) SiriusXM. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with FDR order types, PR7 or PR8. Not available in AK, HI, PR and VI.)	\$126.00	\$0.00
PR7	SiriusXM, Additional 21 months of SXM Platinum Plan. Listen inside and outside the car on the app in addition to the trial period included with the vehicle. (Requires (U2K) SiriusXM. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with FDR order types, PR6 or PR8. Not available in AK, HI, PR and VI.)	\$252.00	\$0.00
PR8	SiriusXM, Additional 33 months of the SXM Platinum Plan. Listen inside and outside the car on the app in addition to the trial period included with the vehicle. (Requires (U2K) SiriusXM. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with FDR order types, PR6 or PR7. Not available in AK, HI, PR and VI.)	\$378.00	\$0.00
R7Z	OnStar Additional 57 months of OnStar Fleet Assurance. Provides up to 57 months of Fleet Assurance service in addition to the 3 months of complimentary Safety & Security coverage that is included in the price of the eligible vehicle. Total OnStar Safety & Security service duration is up to 3 months and up to 57 months of OnStar Fleet Assurance. OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. See OnStar.com/BusinessSolutions for details and limitations. (Requires (UE1) OnStar. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0U, P0J, P0K, P0L, P0Q, P1R, P1S, P1T or P1U. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$570.00	\$0.00
R8S	OnStar In-Vehicle Coaching - 1 year of Service. In-Vehicle Coaching verbally coaches drivers in real time through the vehicle's audio system to help drivers quickly modify their driving behavior and develop better behind-the-wheel habits. Terms Apply. Fees, services, and availability subject to change without notice. Applicable taxes not included. Does not include emergency or security services. Diagnostics capabilities vary by vehicle model. Not all issues will deliver alerts. In-Vehicle Coaching features vary by vehicle model and year. See onstarvehicleinsights.com for details and limitations. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar and P0V. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0W, P0X, P0Y, P0Z, RFS, RFT, RFU or RFY. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$83.88	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	VQ2	MSRP
RFS	OnStar In-Vehicle Coaching - 2 Years of Service. In-Vehicle Coaching verbally coaches drivers in real time through the vehicle's audio system to help drivers quickly modify their driving behavior and develop better behind-the-wheel habits. Terms Apply. Fees, services, and availability subject to change without notice. Applicable taxes not included. Does not include emergency or security services. Diagnostics capabilities vary by vehicle model. Not all issues will deliver alerts. In-Vehicle Coaching features vary by vehicle model and year. See onstarvehicleinsights.com for details and limitations. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar and POW. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0V, P0X, P0Y, P0Z, R8S, RFT, RFU or RFY. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$167.76	\$0.00
RFT	OnStar In-Vehicle Coaching - 3 Years of Service. In-Vehicle Coaching verbally coaches drivers in real time through the vehicle's audio system to help drivers quickly modify their driving behavior and develop better behind-the-wheel habits. Terms Apply. Fees, services, and availability subject to change without notice. Applicable taxes not included. Does not include emergency or security services. Diagnostics capabilities vary by vehicle model. Not all issues will deliver alerts. In-Vehicle Coaching features vary by vehicle model and year. See onstarvehicleinsights.com for details and limitations. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar and P0X. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0V, P0W, P0Y, P0Z, R8S, RFS, RFU or RFY. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$251.64	\$0.00
RFU	OnStar In-Vehicle Coaching - 4 Years of Service. In-Vehicle Coaching verbally coaches drivers in real time through the vehicle's audio system to help drivers quickly modify their driving behavior and develop better behind-the-wheel habits. Terms Apply. Fees, services, and availability subject to change without notice. Applicable taxes not included. Does not include emergency or security services. Diagnostics capabilities vary by vehicle model. Not all issues will deliver alerts. In-Vehicle Coaching features vary by vehicle model and year. See onstarvehicleinsights.com for details and limitations. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar and P0Y. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0V, P0W, P0X, P0Z, R8S, RFS, RFT or RFY. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$335.52	\$0.00
RFY	OnStar In-Vehicle Coaching - 5 Years of Service. In-Vehicle Coaching verbally coaches drivers in real time through the vehicle's audio system to help drivers quickly modify their driving behavior and develop better behind-the-wheel habits. Terms Apply. Fees, services, and availability subject to change without notice. Applicable taxes not included. Does not include emergency or security services. Diagnostics capabilities vary by vehicle model. Not all issues will deliver alerts. In-Vehicle Coaching features vary by vehicle model and year. See onstarvehicleinsights.com for details and limitations. Non-Transferrable. Non-Refundable. (Requires (UE1) OnStar and P0Z. Requires one of the following Fleet or Government order types: FLS, FNR, FRC, FBC, FGO or FEF. Not available with P0V, P0W, P0X, P0Y, R8S, RFS, RFT or RFU. Not available with a ship-to of Guam, Puerto Rico or the Virgin Islands.)	\$419.40	\$0.00
VQ1	Fleet Processing Option	W/A	W/A
VQ2	Fleet Processing Option	W/A	W/A
VQ3	Fleet Processing Option	W/A	W/A

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

SHIP THRU CODES

CODE	DESCRIPTION	VQ2	MSRP
TCL	Ship Thru, Produced in Flint Assembly and shipped to Kerr Industries, Warren, MI. Returned to Flint Assembly for shipping to final destination	\$276.00	\$0.00
TDE	Ship Thru, Produced in Flint Assembly and shipped to Monroe Truck Equipment, MI, Then to TK Services, AK for shipping to final destination	\$555.00	\$0.00
TVY	Ship Thru, Produced and shipped to Anchorage VDC then to TK Services and returned to Anchorage VDC for shipping to final destination Available only to orders with a final Ship-To Code for State of Alaska Dealers only	\$200.00	\$0.00
TZS	Ship Thru, Produced in Flint Assembly and shipped to Alt. Fuel Innovations LLC, Kansas City, MO. Returned to Fairfax Assembly for shipping to final destination	\$760.00	\$0.00
VCB	Ship Thru, Produced in Flint Assembly and shipped to Monroe Truck Equipment in Flint. Returned to Flint Assembly for shipping to final destination.	\$280.00	\$0.00
VDK	Ship Thru, Produced in Flint Assembly and shipped to Royal Truck Body, Flint, MI. Returned to Flint Assembly for shipping to final destination	\$420.00	\$0.00
VEW	Ship Thru, Produced in Flint Assembly and shipped to Canfield Equipment in Warren, MI. Returned to Lansing Delta for shipping to final destination.	\$390.00	\$0.00
VFW	Ship Thru, Produced in Flint Assembly and shipped to NBC Truck Equipment Roseville, MI. Returned to Flint Assembly for shipping to final destination.	\$520.00	\$0.00
VHR	Ship Thru, Produced in Flint Assembly and shipped to Reading Equipment and Distribution Pontiac, MI. Returned to Lansing Delta for shipping to final destination.	\$390.00	\$0.00
VUD	Ship Thru, Produced in Flint Assembly and shipped to Knapheide Truck Equipment in Flint, MI. Returned to Flint Assembly for shipping to final destination.	\$280.00	\$0.00
VUI	Ship Thru, Produced in Flint Assembly and shipped to Auto Truck Group, Roanoke, IN and Returned to Ft. Wayne Assembly for shipping to final destination	\$430.00	\$0.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	VQ2	MSRP
Adjustment	State price adjustment	(\$416.00)	\$0.00
Fed Tire	Federal Tire Fee	\$10.00	\$0.00
Gov Asst	Government Assistance	(\$2,800.00)	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance

Mechanical

Durabed, pickup bed

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

GVWR, 10,850 lbs. (4921 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)

Push Button Start

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black (Not available with (VLQ) Chrome recovery hooks.)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine.)

Exhaust, single, side

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Exterior

- Wheels, 20" (50.8 cm) machined aluminum with Grazen Metallic painted accents, 10-spoke
- Tires, LT275/65R20 all-terrain, blackwall
- Tire, spare LT275/70R18 all-terrain, blackwall
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door
- Bumper, front (High gloss Black.)
- Bumper, rear (High gloss Black.)
- CornerStep, rear bumper
- BedStep, Black integrated on forward portion of bed on driver and passenger side
- Moldings, beltline, Black
- Cargo tie downs (12), fixed rated at 500 lbs per corner
- Headlamps, halogen reflector with halogen Daytime Running Lamps
- IntelliBeam, automatic high beam on/off
- Taillamps with incandescent tail, stop and reverse lights
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
- Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm])
- Mirror caps, Black
- Glass, deep-tinted
- Tailgate, standard
- Tailgate and bed rail protection cap, top
- Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCX) Custom Convenience Package is ordered.)
- Tailgate, gate function manual, no EZ Lift
- Door handles, Black grained

Entertainment

- Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
- SiriusXM Radio

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Entertainment

SiriusXM with 360L Equipped with SiriusXM with 360L. Enjoy a trial subscription of the Platinum Plan for the full 360L experience, with a greater variety of SiriusXM content, a more personalized experience and easier navigation. With the Platinum Plan you can also enjoy your favorites everywhere you go, with the SiriusXM app, online and at home on compatible connected devices. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change. GM connected vehicle services vary by vehicle model and require active service plan, working electrical system, cell reception and GPS signal. See onstar.com for details and limitations.)

Audio system feature, 6-speaker system

Wireless phone projection for Apple CarPlay and Android Auto

Bluetooth for phone connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Cloth seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)

Floor covering, color-keyed carpeting

Floor mats, rubberized vinyl, front (Deleted when LPO floor liners are ordered.)

Floor mats, rubberized-vinyl rear (Deleted when LPO floor liners are ordered.)

Steering wheel, urethane

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Rear Seat Reminder

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Interior

Door locks, power

Remote Keyless Entry with 2 transmitters

Cruise control, electronic with set and resume speed, steering wheel-mounted

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear, heating/cooling

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera

Hitch Guidance dynamic single line to aid in trailer alignment for hitching

Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Seat Belt Adjustable Guide Loops, front row only

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Safety-Interior

Rear Seat Belt Indicator

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trawling

WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.

Sep 6, 2023

Page 28

RESOLUTION 23-177

A RESOLUTION TO REQUEST THE COORDINATING COMMITTEE TO CONSIDER REMOVAL OF SPRING HILL'S NORTHWEST UGB FROM THE WILLIAMSON COUNTY GROWTH PLAN

WHEREAS, the City of Spring Hill has worked collaboratively with all of the Williamson County municipalities to propose new Urban Growth Boundaries for municipal jurisdictions; and

WHEREAS, an active public engagement process has taken place and public comment has been received ;and

WHEREAS, the Board of Mayor and Alderman have heard the concerns of the residents currently residing in the "Burwood" neighborhood that is currently being considered for the City of Spring Hill's northwest Urban Growth Boundary ; and

WHEREAS, the City of Spring Hill does not anticipate the ability or desire to serve this area prior to the next review of the County-wide Urban Growth Boundary

WHEREAS, the area known as Burwood has a drainage basin that flows south towards the Duck River which is the drainage basin of the City and all of the remaining area of Williamson County flows north towards the Harpeth River Basin,

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen request that the Coordinating Committee consider removing the northwest area of the City of Spring Hill's UBG.

FURTHER BE IT RESOLVED that this area remain in rural Williamson County, and

FURTHER BE IT RESOLVED that should this area need to become a part of an Urban Growth Boundary; it should become part of the Spring Hill area due to the drainage basin alignment.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of September 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

The following attachment is not a PDF, so a link to the native file format is being provided instead:

[Resolution 23-179_ to authorize Ma ... r to terminate lease with WWS.docx \(LINK\)](#)

The following attachment is not a PDF, so a link to the native file format is being provided instead:

[Staff Memo Early Termination of Lease WWS.doc \(LINK\)](#)

Spring Hill Planning Commission Work Session



TO: Spring Hill Planning Commission
 FROM: Pete Hughes, Development Director
 Jackson Reid, Associate Planner
 MEETING: September 11, 2023
 SUBJECT: RZN 1449-2023 (AG to R-2)

RZN 1449-2023: Submitted by Mantaro LLC, for the rezoning of 9.60 acres from AG to R2. The property is located at 2705 Bucker Road, in Williamson County at Map 154 Parcel 06501 00011154

Request: The applicant is requesting to rezone the property, 2705 Buckner Road, from AG (Agricultural) to R-2 (Residential). A water and sewer capacity study has been submitted along with this request. Historically, this property was annexed into the City of Spring Hill in May of 2022. Spring Hills Comprehensive plan shows desire for this property to be residential for the full 9.60-acre site.

Planning Commission Work Session Update:

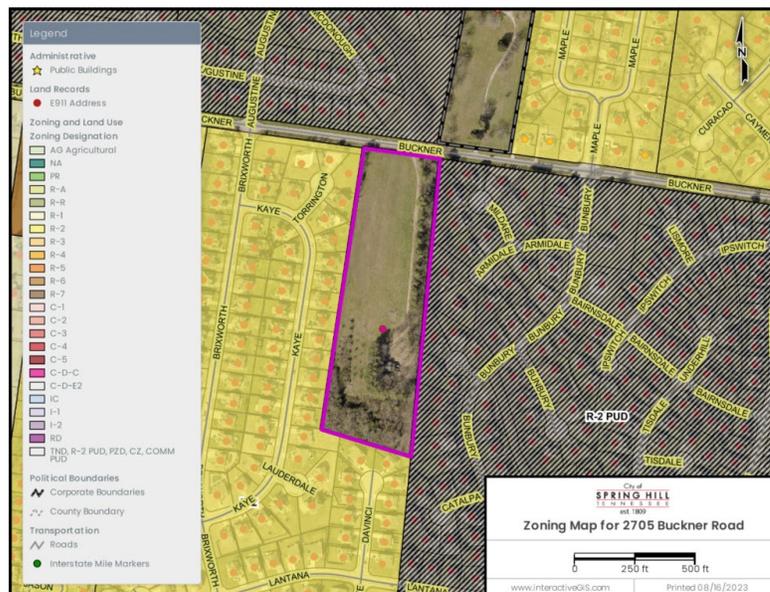
PC Comments

- 1. No comments were made.

Staff

- 1. No comments

Property Description and History: This property is located south of Buckner Road, west of the Cherry Grove Subdivision, and east of the Brixworth Subdivision. Both Cherry Grove and Brixworth Subdivisions are zoned as R-2 along with the two subdivisions located north of Buckner Road. The property is not located within a flood zone (Zone X) but has a small portion of a 303D stream (West Ferk Aenon Creek) in the northeast corner of the property. Currently, the site consists of a single-family home and one entrance off of Buckner Road.



Spring Hill Rising: 2040: The Spring Hill Rising: 2040 comprehensive plan shows this property as the “Residential Neighborhood area” designation which describes the purpose of the area as follows:

“The Residential Neighborhood Area represents a transition between natural, and rural settings and more intense environments, such as mixed-use areas, city neighborhood areas, and community commerce areas. The intent of this category is to preserve natural features in the built environment, enhance the access to housing options and urban amenities such as jobs, retail services, and public services, and to create new opportunities to enhance the quality of life.

The development pattern of Residential Neighborhood Areas varies from a low to moderate density with clusters of similar one- and two-story residential dwellings in both conventional subdivision development and traditional neighborhood form. New development should integrate different housing types of appropriate scale and context and increase the connections between neighborhoods and other areas.

While these areas are primarily residential, the Residential Neighborhood Area encourages a traditional neighborhood development that incorporates low-intensity nonresidential uses intended to serve the surrounding neighborhood on corners and along connecting corridors. Buildings are located close to the street and designed to the scale and form of the surrounding neighborhood.”

The Spring Hill Rising Plan would support a rezoning of the property as R-2 based on the Future Land Use Classification of “Residential Neighborhood” and uses that would be permitted in such district that primarily consists of single-family homes. The area is adjacent to existing R-2 zoning districts.



Access, Streets and Sidewalks: Vehicular access to the property indicates a drive isle coming from Buckner Road on the north side of the site. There are no stubs outs from either Brixworth or Cherry Grove Subdivisions for vehicular access into the property. There has been no concern regarding this entrance. It would be recommended if the rezoning is approved, that future preliminary plats to be consistent with the goals and policies of Spring Hill Rising 2040 and historic precedents for best practice in subdivision design and layout in the City of Spring Hill. If the rezoning is approved by the Board of Mayor and Alderman; access, streets and sidewalks will be addressed at the time of preliminary plat/development review. A traffic impact study would be required at time of preliminary plat submittal.

Site Design: There has been no concept plan submitted at this time as this is strictly a rezoning. The Spring Hill UDC requires a certain number of drive isles depending on the number of lots that will be planned out. In this case, with there being no drive extensions coming from either Brixworth or Cherry Grove subdivisions, the maximum number of lots that could be installed would be 30 since there will be one entry point. If the rezoning request is approved, a preliminary plat indicated how the site incorporates the cities bike and greenway plan and open space shall be indicated on the plat. In addition, a flood study is required to be submitted at time of preliminary plat submittal.

R-2
Min Lot area: 10,000 SF
Min Lot width: 75'
Front – 25'
Side – 10'
Rear – 25'

Utilities: The applicant has completed a water and sewer capacity analysis that has been reviewed by Thomas & Hutton. The city’s water and sewer capacity consultant Thomas & Hutton approved this study. There is an 8” and 10” sewer line on the property. There is a and 10” watermain existing along Buckner Road.

Zoning Map Amendments: Staff will place public notification signs on the property and published notice as required by the Unified Development Code. The applicant has not yet provided staff with copies of the mailed notices and proof of mailings. The mailed notification letters are sent to surrounding landowners within 500’. The UDC requires all notices to be mailed at least 10 days prior to the first scheduled action (August 28, 2023, Planning Commission Work Session).

Approval standards for zoning map amendments, as found in the Unified Development Code, Article 13, are below:

E. Approval Standards

The Board of Mayor and Aldermen decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any standard. However, in making their recommendation and decision, the Planning Commission and the Board of Mayor and Aldermen must consider the following standards. The approval of amendments is based on a balancing of these standards.

1. Approval Standards for Map Amendments

- a. *The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.*
- b. *The compatibility with the existing use and zoning of nearby property.*
- c. *The extent to which the proposed amendment creates nonconformities.*
- d. *The trend of development, if any, in the general area of the property in question.*
- e. *That there are no adverse impacts on public health, safety, and welfare.*

f. Whether adequate public facilities are available including, but not limited to, schools, parks, police and fire protection, roads, sanitary sewers, storm sewers, and water lines, or are reasonably capable of being provided prior to or concurrent with the development of the site, which would be permitted on the subject property if the amendment were adopted.

Staff's response to the approval standards are as follows:

- (1) The proposed amendment is consistent with the comprehensive plan classification of Residential Neighborhood Area which recommends low density residential.
- (2) The overall zoning districts abutting and adjacent to the parcel is R-2.
- (3) Any proposed and future preliminary plat would be required to conform to all such standards of an R-2 zoning district.
- (4) This rezoning request would adhere to the future land use classification of "residential neighborhood" as highlighted in *Spring Hill Rising 2040*. The general trend of development within this area is single-family low-density residential in which the applicant is seeking a zoning request for.
- (5) Staff has not received notice that this rezoning would create any known adverse impacts. It shall be noted that a portion of this site is not within an area mapped per FEMA as a special flood hazard area that would require a flood study at time of preliminary plat.

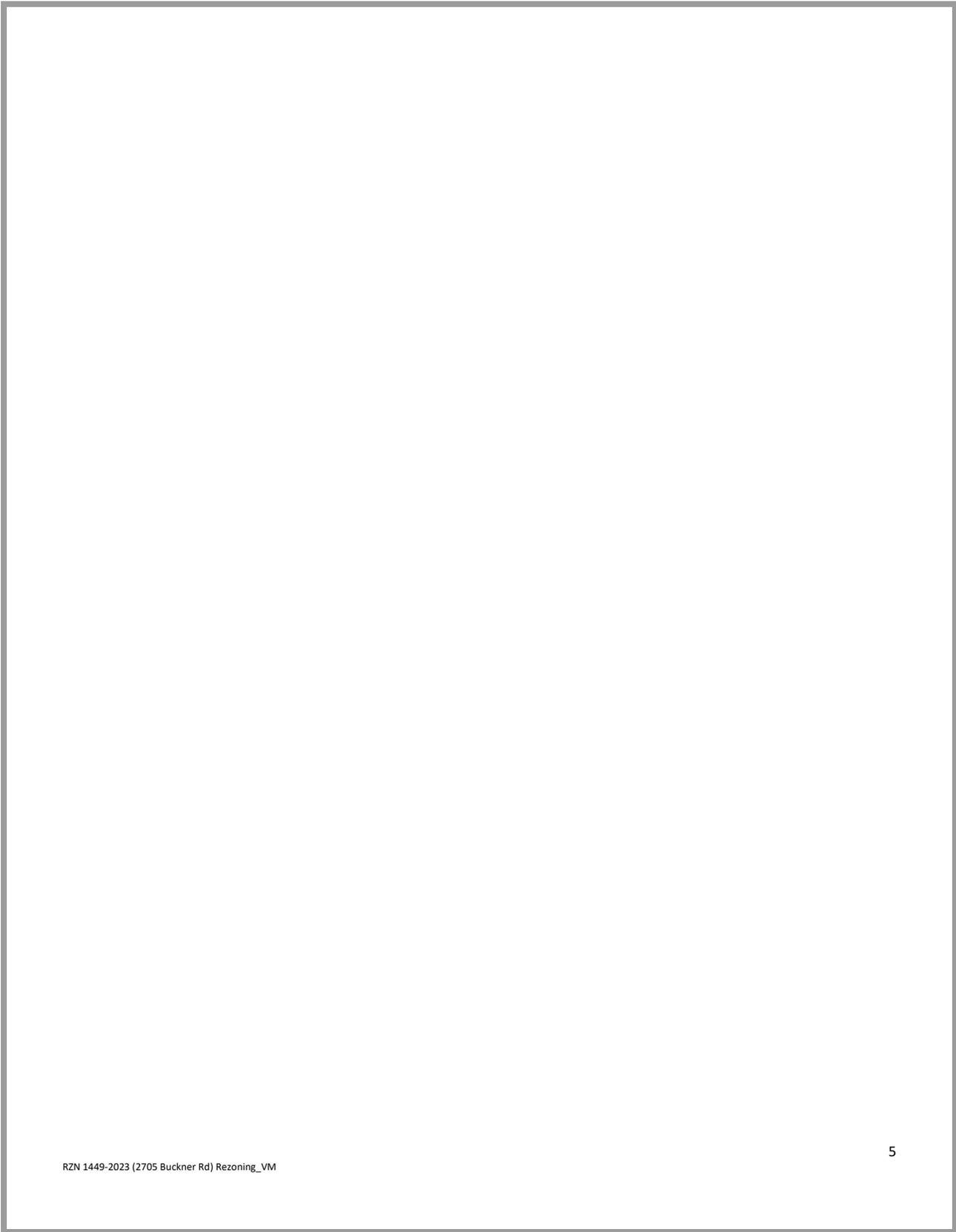
Staff has received comments from the following departments listed below:

- **Codes** – No Comments
- **Park and Recreation** – No Comments
- **Fire** – No Comments
- **Public Works**- No Comments
- **Sewer** – No Comments
- **Water** – No comments
- **Engineering**- No comments

Recommendation: This rezoning request adheres to the Comprehensive Plan within a "residential neighborhood future land use" and is consistent with the surrounding zoning of adjacent parcels. Staff recommends approval of the requested re-zone.

1. **The applicant must notify the adjacent properties of the BOMA meeting dates for this item a minimum of 10 days prior. The item is slated for work session on September 18, 1st reading October 2, and October 16. Failure to notice will result in delay of the request appearing on the BOMA agenda and the applicant will be responsible for reimbursing the city for 2nd newspaper notice.**

Public Comments: Staff has received no public comment via the PCPublicComment@springhilltn.org email address.



RZN 1449-2023 (2705 Buckner Rd) Rezoning_VM

Planning Commission Application

City of Spring Hill Planning Department

5000 Northfield Lane, Ste. 520, Spring Hill, TN 37174
Phone: (931) 486-2252 FAX: (931) 486-3506



FOR STAFF USE ONLY		
Date Submitted: _____	Fee: _____	Case Number: _____

Date: 02-26-2023 Project Name: 2705 Buckner Rd

Property Address/Location: 2705 Buckner Rd, Spring Hill, TN 37174

Current/Proposed Zoning District(s): AG/R-2 Property Size: 9.6 Ac

Description of Request: To rezone property from agriculture(AG) to residential (R-2) zoning.

<u>Type of request being made</u>	<u>Materials required to be submitted with application</u>
<input type="checkbox"/> Annexation	<input checked="" type="checkbox"/> Letter of request – Provide full details of the requested action. If an amendment, provide comparison of approved and proposed features, cloud changes on the plan.
<input checked="" type="checkbox"/> Rezoning or Text Amendment	<input checked="" type="checkbox"/> Proof of Ownership
<input type="checkbox"/> Administrative Subdivision (Lot Split/Max. 2 lots)	<input checked="" type="checkbox"/> One (1) folded 24"x36" hard copies of the proposal, two (2) copies of construction drawings and one (1) set of 11 x 17 proposal drawings, including all required information as outlined in the applicable checklist. Including a vicinity map with an aerial image, the project boundaries outlined in yellow, names of all adjacent streets. Must show a minimum 1/2 mile radius.
<input type="checkbox"/> Minor Subdivision (up to 4 lots)	<input checked="" type="checkbox"/> A CD or USB thumb drive containing a copy of all required submittal items in PDF Format.
<input type="checkbox"/> Neighborhood Concept Plan	Note to the applicant:
<input type="checkbox"/> Preliminary Plat	* Applications and all required submittals must be received by the Planning Department by the prescribed day and time.
<input type="checkbox"/> Final Plat	* Both the applicant/representative and property owner Must sign the application. Applications not signed by the Property owner will not be accepted.
<input type="checkbox"/> Concept Plan	* All applications must be accompanied by a completed submittal checklist.
<input type="checkbox"/> Site Plan	
<input type="checkbox"/> Site Plan Modification, Minor Site	
<input type="checkbox"/> Plan Modification, Major Planned	
<input type="checkbox"/> Development (Concept)	
<input type="checkbox"/> Planned Development (Preliminary)	
<input type="checkbox"/> Planned Development (Final)	
<input type="checkbox"/> PD Modification, Administrative	
<input type="checkbox"/> PD Modification, Minor	
<input type="checkbox"/> Other: _____	

Planning Commission Submittal Information

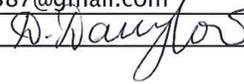
This application and referenced procedures have been assembled with the purpose of defining a standard process for the submittal and review of development applications. To submit items for Planning Commission review, the procedures outlined in this application shall be for all Planning Commission application types (Subdivision, Rezoning, Planned Development, Site Plan, Concept plan, Modifications, Annexation, etc.):

1. Refer to Article 13 of the UDC for additional information on each individual application type and for a complete list of the submittal requirements.
2. For a copy of the Planning Commission agenda and staff's reports go to the following link. <http://www.springhilltn.org/129/Planning-Commission> and select "View all Agendas and Minutes".

Required Signatures

PROPERTY OWNER(S) OR AUTHORIZED AGENT:

I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on her/his behalf.) I understand that the Applicant listed below is the point of contact for the City of Spring Hill concerning this application.*

Property Owner (printed): Mantaro LLC
 Address: 2705 Buckner Rd, Spring Hill, TN 37174
 Phone Number: _____ Mobile # 615-337-7887
 Email: 3377887@gmail.com
 Signature: 

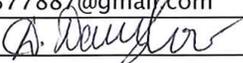
Date: 06-26-2023

Authorized Agent (printed): _____
 Address: _____
 Phone Number: _____ Mobile # _____
 Email: _____
 Signature: _____

Date: _____

APPLICANT:

NOTE: I have read the attached checklist and have complied with all requirements listed and understand that this application **may be deemed incomplete if the submittal lacks any of the information required for the application type, and if incomplete will not be heard by the Planning Commission.** I also understand that other information may be requested by staff, the Planning Commission and/or the Board of Mayor and Aldermen during review, relevant to the request. As the point of contact for this application I understand that it is my responsibility to share information with others as needed.

Applicant Name (printed): Dmitri Danylov
 Address: 5008 Perth Ct, Spring Hill, TN 37174
 Phone Number: _____ Mobile # 615-337-7887
 Email: 3377887@gmail.com
 Signature: 

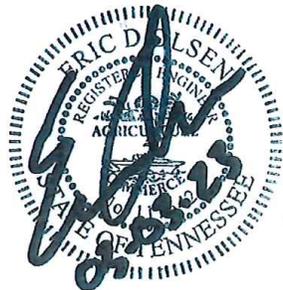
Date: 06-26-2023

03/10/2023 1:29:39 PM
Reviewed by: Ryan Chamblee, P.E., Thomas & Hutton
For: Spring Hill Planning Department
Status: Approved

WATER AND SANITARY SEWER CAPACITY STUDY

2705 Buckner Road Map 154, Parcel 65.01

March 3, 2023



Prepared for:
CITY OF SPRING HILL

Prepared By:
ANDERSON, DELK, EPPS & ASSOCIATES INC
318 GRASSMERE PARK DRIVE – SUITE 4
NASHVILLE, TN 37211

RECEIVED
JUN 27 2023
CITY OF SPRING HILL
PLANNING DEPARTMENT

R2N 1449-2023

Sewer Capacity

Section 1 – Existing Conditions

The subject site is located along the South Site of Buckner Road. The site is surrounded by existing developments that include the Brixworth Subdivision to the west/south and the Cherry Grove Subdivision to the east. Existing site is one single family residence on a large tract that is mostly open fields with some sparse vegetation/trees along the southern end of the site. Site slopes from a high point at the southwest corner towards the existing drain located at the northeast portion of the site. Elevations along the site vary from an elevation of around 800 at the southwest corner of the site to around a 764 where the existing drain in the northwest leaves the site. There is an existing unused sanitary sewer easement that runs through the site that runs from Buckner Road to the Cherry Grove Development to the east.

Section 2 – Proposed Conditions

The proposed development will consist of 32 single family lots. Sewer service will be provided by a proposed sanitary sewer system installed to drain towards the existing gravity sewer located in the Cherry Grove development to the east. Sewer will be extended through the site with an extension up to Buckner Road for any future connections by the City to take the existing Newport Crossing Subdivision Lift Station out of service.

Section 3 – Sanitary Sewer Demand

Proposed Development

32 Single Family Lots at 350 GPD/Unit = 11,200 GPD

Total Proposed Average Flow = 11,200 GPD

Existing Newport Crossing Lift Station

180 Single Family Lots at 350 GPD/Unit = 63,000 GPD

32 Townhomes at 350 GPD/Unit = 11,200 GPD

Community Pool: Pool Water Area (taken from aerial image) = 1220 sq ft.
 1 swimmer / 15 sq ft of pool area = 82 swimmers
 82 swimmers at 10 GPD/Swimmer = 820 GPD

Total Proposed Average Flow = 75,020 GPD

Sewer Capacity

Section 4 – Sanitary Sewer Calculations

See attached sanitary sewer calculations. Calculations include onsite calculations for the proposed units only as well as downstream calculations that include the flows from the Newport Crossing Lift Station that the City has planned to take out of service and route through the proposed site. Onsite calculations use a peaking factor of 4 (laterals and submains) and downstream calculations use a peaking value of 2.5 (mains and trunks) as per TDEC DWR-NPDES-SOP-G-02-WW Design Criteria.

Section 5 – Sanitary Sewer Flow Measurements

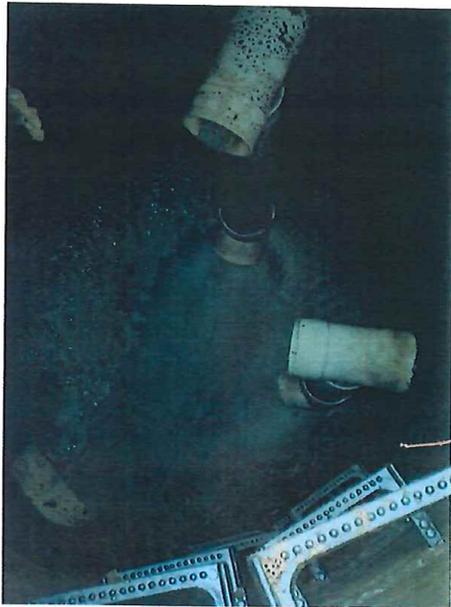
Existing flows within downstream manholes were measured 3/2/2023 between the times of 9:00 am and 10:00 am. A few of the downstream manholes were buried (A3, A4, and A5) and measurements could not be taken.

MH A1 : Insignificant and could not be measured

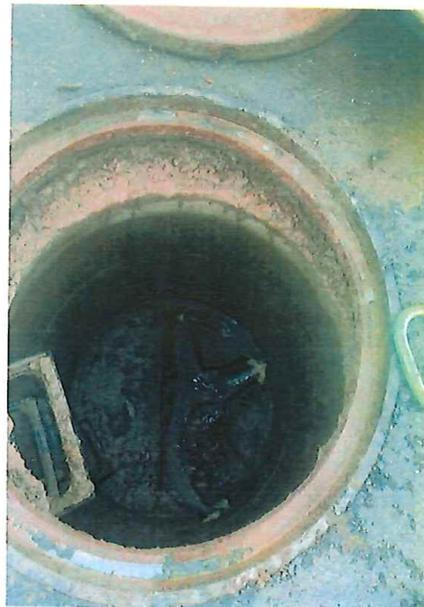
MH A2 : Insignificant and could not be measured

MH A6 : 0.12' Flow Depth

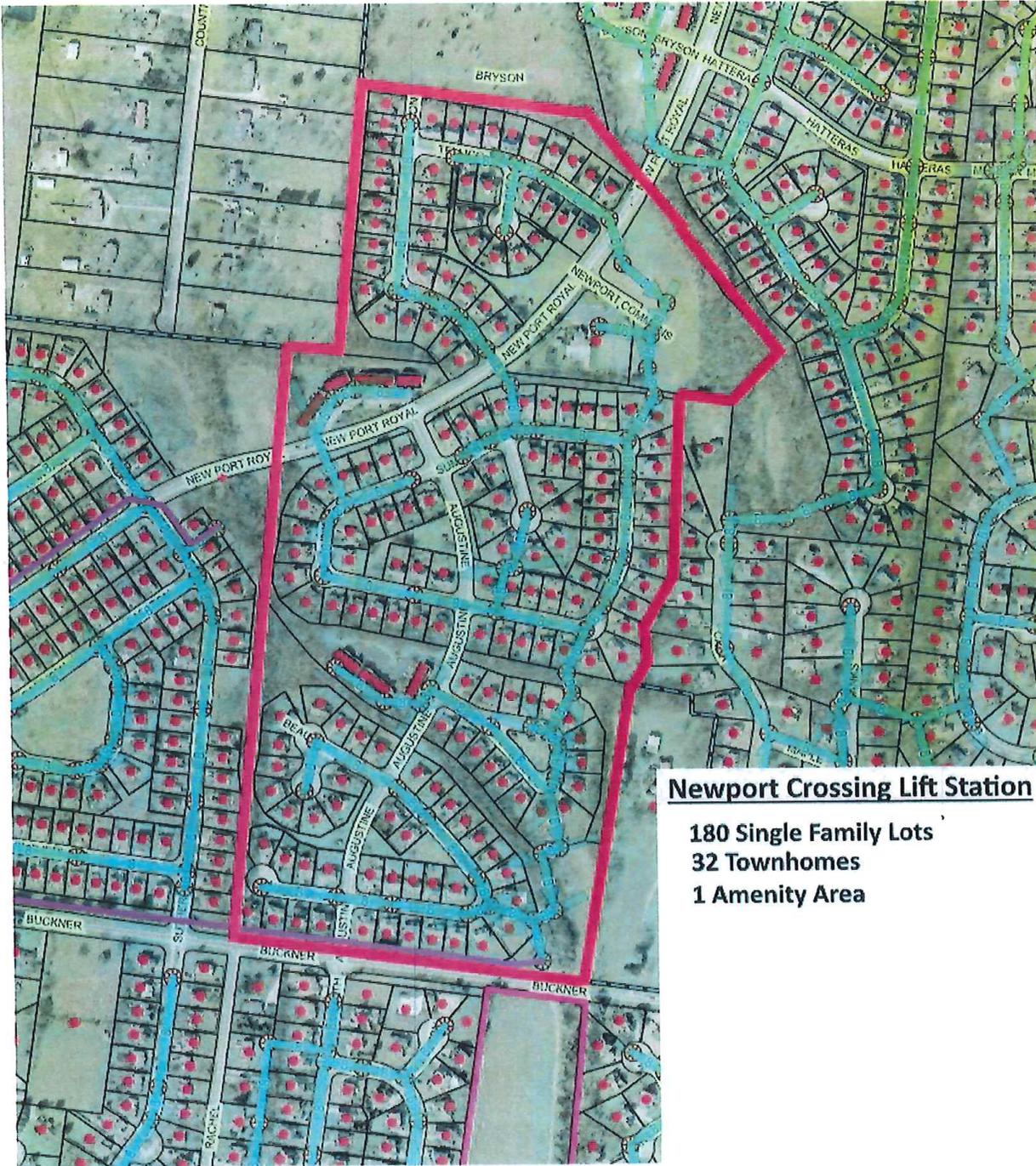
MH A7 : 0.20' Flow Depth



Downstream Manhole A7



Downstream Manhole A2



Newport Crossing Lift Station

- 180 Single Family Lots**
- 32 Townhomes**
- 1 Amenity Area**

Sewer Calculations

PROJECT: 2705 Buckner
Onsite Sewer Analysis

SHEET 1 of 1
DATE: 03-02-23

1	1	1	1	1	1	1	1		2	2	Line
8	7	6	5	4	3	2	1		10	9	From MH
7	6	5	4	3	2	1	A1		9	5	To MH
3	4	6	0	3	1	0	0		11	4	Units Served
3	7	13	28	31	32	32	32		11	15	Total Units Served
87270	88670	90770	96020	97070	97420	11200	11200		3850	5250	Average Flow (GPD)
218175	221675	226925	240050	242675	243550	44800	44800		15400	21000	Maximum Flow (GPD)
8 in.	8 in.	8 in.		8 in.	8 in.	Pipe Diameter					
0.40%	0.40%	0.40%	0.40%	0.40%	0.40%	0.40%	0.40%		0.40%	0.40%	Sewer Grade
0.495	0.495	0.495	0.495	0.495	0.495	0.495	0.495		0.495	0.495	Capacity Flowing Full (MGD)
2.195	2.195	2.195	2.195	2.195	2.195	2.195	2.195		2.195	2.195	Velocity Flowing Full (FPS)

- Note :
- 1) Peaking Factor of 4.0 used for Sewer Lateral
 - 2) Design to be completed at time of construction plans. Minimum allowable pipe slope of 0.4% used for these preliminary calculations.
 - 3) These calculations are for proposed onsite flows only. They do not include any future offsite flows.

Sewer Calculations

PROJECT: 2705 Buckner
Downstream Sewer Analysis

SHEET 1 of 1
DATE: 03-02-23

A1	A2	A3	A4	A5	A6						From MH
A2	A3	A4	A5	A6	A7						To MH
135.2 ft	190 ft	400 ft	165 ft	130 ft	270.6 ft						Length
5	5	59	2	177	4						Units Served
5	10	69	71	248	252						Total Units Served
87970	89720	110370	111070	173020	174420						Average Flow (GPD)
219925	224300	275925	277675	432550	436050						Maximum Flow (GPD)
8 in.	8 in.	8 in.	8 in.	8 in.	8 in.						Pipe Diameter
2.18 ft	-	-	-	-	1.31 ft						Sewer Fall
1.61%	1.58%	0.40%	0.40%	0.40%	0.48%						Sewer Grade
0.994	0.984	0.495	0.495	0.495	0.545						Capacity Flowing Full (MGD)
4.408	4.363	2.195	2.195	2.195	2.415						Velocity Flowing Full (FPS)

- Note :
- 1) Peaking Factor of 2.5 used for Sewer Main
 - 2) A1 to A2 average flows include 5 existing houses on Lecton Court, 32 Proposed Lots 2705 Buckner (11,200 GPD) and 75,020 GPD from Existing Newport Crossing Lift Station
 - 3) Information for MH A1, A2, A6 and A7 from field locations taken 03-02-2023
 - 4) MH A3, A4 and A5 were buried and inverts could not be located.
 - 5) Slopes for pipes segments A2-A3 thru A5-A6 could not be verified and are taken from approved construction plans for Cherry Grove (Dated 10-13-99). Total elevation fall between MH A2 and A6 is greater than what is shown on the approved plans.

Water Capacity

Section 1 – Existing Conditions

The subject site is located along the South Side of Buckner Road. The site is surrounded by existing developments that include the Brixworth Subdivision to the west/south and the Cherry Grove Subdivision to the west. Existing site is one single family residence on a large tract that is mostly open fields with some sparse vegetation/trees along the southern end of the site. Site slopes from a high point at the southwest corner towards the existing drain located at the northeast portion of the site. Elevations along the site vary from an elevation of around 800 near the southwest corner of the site to around a 764 where the existing drain in the northeast leaves the site. There is an existing 10" water line located along the north side of Buckner Road.

Section 2 – Proposed Conditions

The proposed development will consist of 32 single family lots. Water service will be provided by a proposed 8" water main connected to the existing 10" water main located on the north side of Buckner Road. The 8" water main will be extended through the proposed site, with a loop connection provided by connecting the existing water main within the Brixworth Subdivision to the south.

Section 3 – Water Demand

32 Single Family Lots at 350 GPD/Unit = 11,200 GPD

Total Daily Demand = 11,200 GPD
= 7.8 GPM

TDEC Instantaneous Peak Demand by number of connections:

Total Number of Connection = 32 at 2.00 gpm/connection
Total Instantaneous Peak Demand = 64 GPM

No irrigation has been designed so proposed flows are not known.

Required Fire Flow = 750 GPM at 30 psi

Water Capacity

Section 4 – Water Calculations

Water service is available from the existing 10" water line along the north side of Buckner Road. This line is connected to both the Buckner Road Water Tank (974.5 at 50%) and the Northside Water Tank (978.5 at 50%). With the proposed site elevations ranging from 764 to 800, static pressure of the proposed system at 50% tank capacity would be in the range of 75 psi to 91 psi (using the lower tank elevation of 974.5)

Water Pressure at site high point 2nd Story of house (810) from a single water tank (Buckner Road Water Tank)

Headloss Elevaion

Static Pressure at High Point = $974.5 - 810 = 71$ psi

A fire hydrant flow test was performed on the existing fire hydrant located on the 10" water main on the north side of Buckner Lane. Water calculations have been included based on the results of this hydrant flow test. Water calculation were performed assuming no loop flow from the proposed connection to the Brixworth Subdivision.

Calculated FH flow pressure for proposed fire hydrants (750 GPM)

FH #1:

Static = 88.1 psi

Residual = 79.9 psi

FH #2:

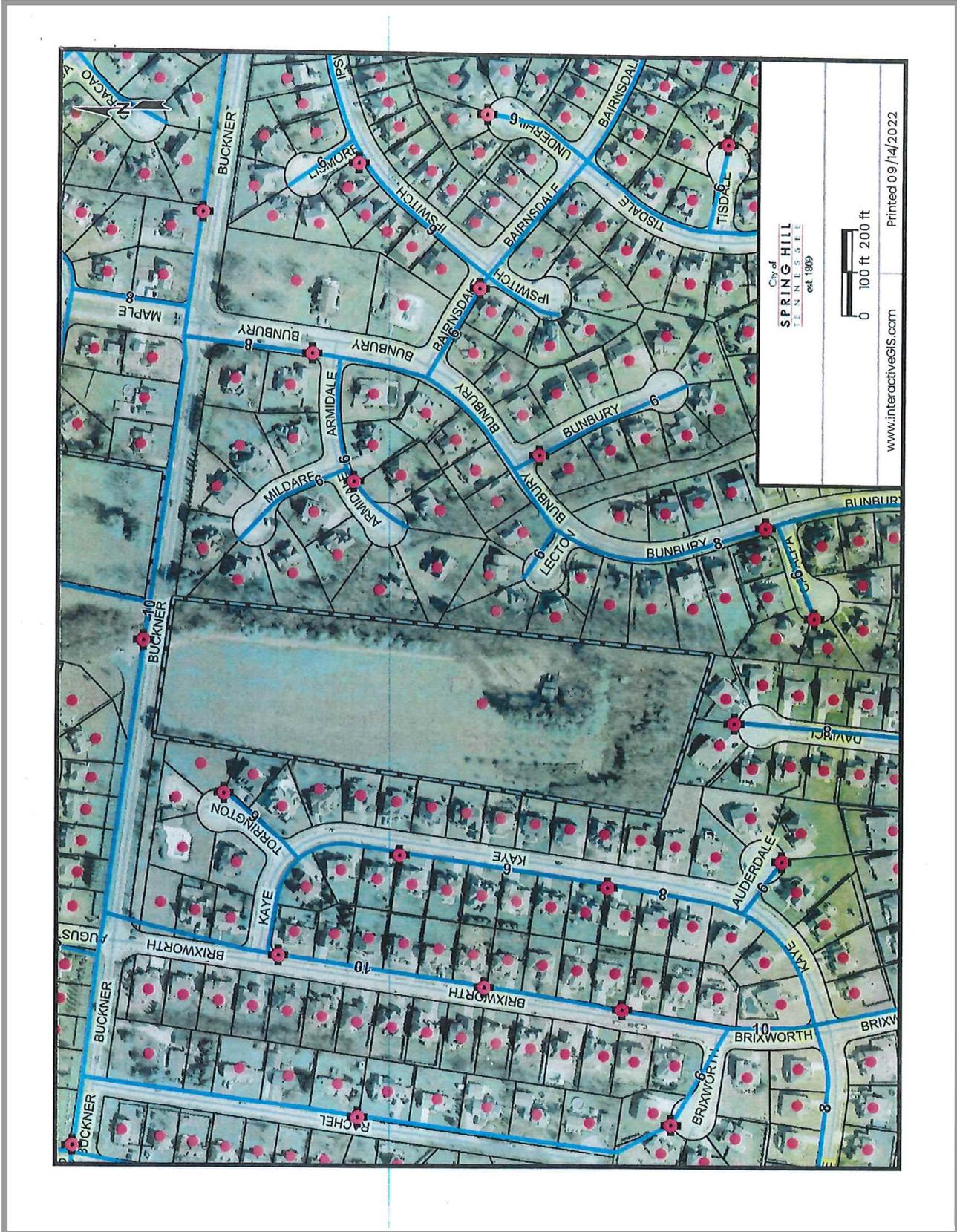
Static = 83.8 psi

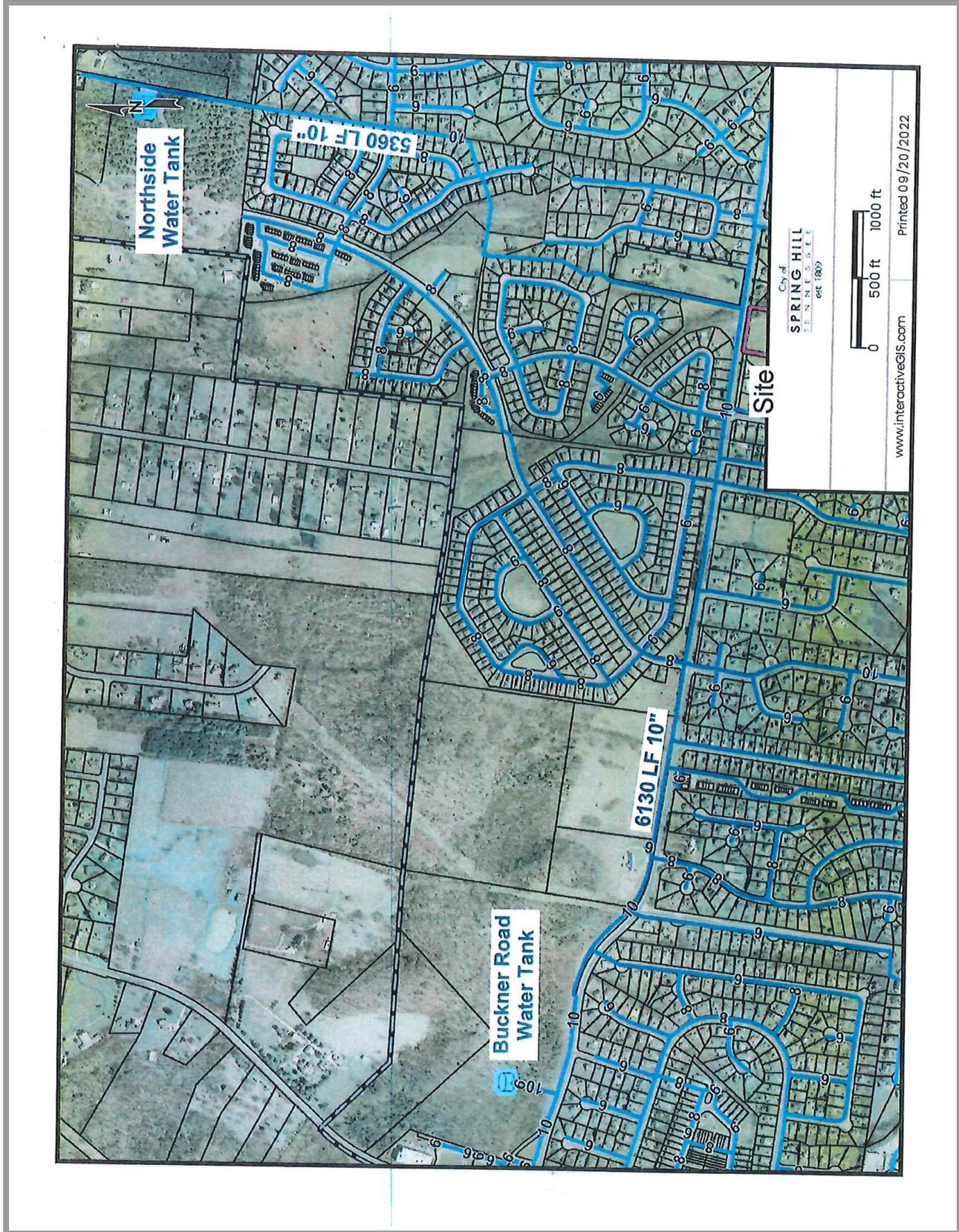
Residual = 73.6 psi

FH #3:

Static = 79.5 psi

Residual = 67.0 psi





Water Calculations
750 GPM

2705 BUCKNER

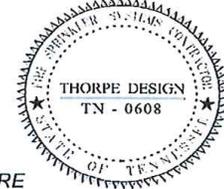
Date: 03/03/2023

Tested : February 21, 2023

Existing F.H.	F.H. Elevation	Static Pressure	Residual Pressure (750 GPM)	Residual Pressure (1048 GPM)
	776	89 p.s.i	82 p.s.i	76 p.s.i

$Q_R = Q_F (H_R^{0.54} / H_F^{0.54})$ $Q_F = 1048 \text{ GPM}$ $Q_R = 750 \text{ GPM}$
 $H_F = 13.0 \text{ p.s.i}$ $H_R = 7.0 \text{ p.s.i}$

F.H.	F.H. Elev.	FLOW G.P.M.	PIPE DIA.	PIPE LENGTH	C	HEAD LOSS ft/1000 ft	H _L F ft.	H _L F PSI	H _L F TOTAL PSI	H _L E ft.	H _L E PSI	NET GAIN/LOSS PSI	STATIC PRESSURE PSI	RESIDUAL PRESSURE PSI
#1	778	750	8 in.	270 ft.	130	10.72	-2.9 ft.	-1.3 p.s.i	-1.3 p.s.i	2.0 ft.	-0.9 p.s.i	-2.1 p.s.i	88.1 p.s.i	79.9 p.s.i
#2	788	750	8 in.	690 ft.	130	10.72	-7.4 ft.	-3.2 p.s.i	-3.2 p.s.i	12.0 ft.	-5.2 p.s.i	-8.4 p.s.i	83.8 p.s.i	73.6 p.s.i
#3	798	750	8 in.	1190 ft.	130	10.72	-12.8 ft.	-5.5 p.s.i	-5.5 p.s.i	22.0 ft.	-9.5 p.s.i	-15.0 p.s.i	79.5 p.s.i	67.0 p.s.i



116 Longview Street La Vergne, TN 37086 Office: (855) 959-FIRE

FLOW TEST REPORT

TWO HYDRANT TEST RESULTS SUMMARY

Location of Test

Test Date:	2/21/2023	8:00am
Job Name:	Buckner Rd.	
Cross Street:	Maple Cir./Bunbury Dr.	

Names of Parties Involved

Performed by:	Thorpe Design, LLC.
Witnessed By:	Eric Hand/Richard Lawler
Water Dept:	Spring Hill Water Dept.

TEST DATA

Hydrant 1 - Flowing Hydrant

Hydrant ID Number:	
Static Pressure:	90 Psi
Flow Pressure (P):	39 Pitot
Outlet Coefficient (C):	0.9 C
Outlet Diameter (d):	2 1/2 Inch

Hydrant 2 - Monitoring Hydrant

Hydrant ID Number:	
Static Pressure:	89 Psi
Residual Pressure:	76 Psi
Outlet Coefficient (C):	0.9 C
Outlet Diameter (d):	2 1/2 Inch

Total Flow Measured @ Test

Flow Rate (Qf) =	1,048 GPM
------------------	-----------

Total Flow Predicted @ 20 PSI

Flow Rate (Qr) =	2,582 GPM
------------------	-----------

DISCHARGE FORMULAS

NFPA 291	SECTION 4.7.3
	2
$Q_f = 29.84$	$C * d \sqrt{P}$
	2
$Q_f = 29.84$	$0.9 * 2.5 \sqrt{39}$
	$Q_f = 1,048 \text{ GPM}$

NFPA 291	SECTION 4.10.1.2
	0.54
	$Q_r = Q_f * \frac{H_r^{0.54}}{H_f^{0.54}}$
	0.54
$Q_r = 1,048$	$* \frac{69^{0.54}}{13^{0.54}} = 2,582 \text{ GPM}$



From: [jeffrey.plumb](#)
To: [Lucretia.Sappington](#)
Subject: [External] Boma
Date: Wednesday, August 9, 2023 9:36:07 AM



Sent from my iPhone

BOMA AGENDA NOTES
MONDAY, SEPTEMBER 18, 2023

CONSENT AGENDA:

1. **Consider Resolution, 23-178, to affirm that Harvest Point has satisfied condition F of Ordinance 16-12.**
Kelly Beasley of Chapter 2 Investments and Harvest Point Development is seeking confirmation and approval from BOMA that she has resolved the requirements of the 16-12 Ordinance that states the following: Off-site improvements to Beechcroft Road, in accordance with the traffic impact study, shall be evaluated at 50% buildout of the project. Pete Hughes, Development Director
2. **Consider Resolution 23-179, to accept the roads ROW and public utilities for Harvest Point Phase 6B.** The Planning Commission recommended the acceptance of roads and utility infrastructure for Harvest Point Ph 6B at the Sept 11, 2023, meeting. All punch list items have been repaired to City standards and regulations. This resolution accepts the roads and infrastructure into the City's network. Missy Stahl, CIP Manager
3. **Consider Resolution 23-180, to approve renewal of the Professional Services Agreement with Corradino Group for on-call traffic engineering services.** The purpose of this resolution is to authorize the mayor to sign the renewal of the professional services agreement with Corradino group. The Corradino Group shall be used as an outside consultant when needed for on-call Traffic Engineering Services. Peter Hughes, Development Director and Tyler Scroggins, Public Works Director
4. **Consider Resolution 23-181, to authorize streets repaving under the annual contracts for FY2024.** City Staff conducted a physical inspection of the streets within the city limits. Based on the analysis, the conditions of the streets listed in the Resolution are in poor condition need repaving. Tyler Scroggins, Public Works Director
5. **Consider Resolution 23-182, to authorize the purchase of a JCB Teleskid and JCB backhoe for sewer collections through Sourcewell.** This resolution is a request for approval of the purchase of budgeted equipment (teleskid and a backhoe) for the sewer collections department through Sourcewell. Jessica Weaver, Utilities Director

NEW BUSINESS:

1. **Consider Resolution 23-165, authorizing acceptance of offer of land dedication from Fitts Land Partners and State Street Group to the City of Spring Hill to preserve historic fence as a median within an improved boulevard road section of Mitchum Lane as show on the attached exhibits and request.** Presentation of a Joint Resolution and dedication of Mitchum Lane. If approved the improvements of Mitchum Lane will be the responsibility of the State Street Group in accordance with the March 13, 2023, approved Site Plan for Brandywine Industrial. Without the dedication of

Mitchum Lane, there is not sufficient road frontage to support the proposed industrial development.
Pam Caskie, City Administrator

2. **Consider Ordinance 23-15, an Ordinance to amend the City of Spring Hill Municipal Code by adding a new chapter 4, revising the City of Spring Hill's Personnel System.** Richard Stokes, HR Director
3. **Consider Resolution 23-183, adopting an updated compensation plan for employees of the City of Spring Hill.** Richard Stokes, HR Director
4. **Consider Resolution 23-172, approve the lease agreement for Development Services at Station Hill office Building.** Execute a lease agreement with John Mahor Builder for 24 offices within their Station Hill Office Building for Development Services. The city has a current lease with Worldwide Stages that expires June of 2023 and the opportunity to extend is not currently available. Development Services has an authorized strength of 20 FTEs. The proposed lease will be for 3 years with two 1-year extensions. Peter Hughes, Development Director and Pam Caskie, City Administrator
5. **Consider Resolution 23-184, to authorize extension of construction hours for Hensel Phelps for Spring Hill Police Department headquarters.** Hensel Phelps has requested extension of construction hours to allow for concrete foundation to be installed for the SHPD Headquarters. This request is for three days in October 2023 with exact dates to be determined, based on weather and schedule of construction activities. Missy Stahl, CIP Manager
6. **Consider Resolution 23-185, declaring the intent of the City of Spring Hill, Tennessee to reimburse itself with proceeds of debt to be issued by the city for expenditures related to the design and construction services for the expansion of the water and sewer systems.** The purpose of this resolution is to establish the intent of the City to reimburse itself with debt proceeds for water and sewer projects. This resolution is coming forward per the recommendation of the City's financial advisors in anticipation of future debt being issued for the design and construction of water and sewer projects. Dan Allen, Assistant City Administrator
7. **Consider Resolution 23-186, to approve additional funds for the LDRF TDEC Recreational Educational Services Grant.** To approve additional funds in the amount of \$12,364.65 for architecture and engineering for the TDEC/LPRF Grant. Kayce Williams, Parks and Recreation Director
8. **Consider Resolution 23-187, to authorize the purchase of two (2) pickup trucks for the Fire Department.** The purpose of this resolution is to purchase two (2) Chevrolet Pick Up Trucks through State Contract SWC209 to replace two vehicles from the Fire Department Fleet. Graig Temple, Fire Chief
9. **Consider Resolution 23-188, to approve Richmond Group for consideration of TIFF for South Nashville Commerce (re: Project Suitcase).** Pam Caskie, City Administrator
10. **Consider Resolution 23-177, to request the coordinating committee to consider removal of Spring Hill's Northwest UGB from Williamson County Growth Plan.** Based on Citizen input and the

discussion at the most recent Coordinating Committee meeting, the staff recommends not pursuing the Burwood area for our UGB but instead reviewing it at a later time, but we are reserving the right for it to become part of the City's UGB when it is time. Pam Caskie, City Administrator

11. **Consider Resolution 23-179, a resolution to authorize the mayor to sign a letter to inform World Wide Stages of the intent to end a lease agreement early.** If Resolution 23-172 is approved, the city will need to communicate in writing to World Wide stages of the intent to end the current lease agreement in accordance with the lease agreement that was approved by BOMA. Please Reference Resolution 23-85. Missy Stahl, CIP Manager

WORK SESSION/DISCUSSION:

1. **Discussion-Buckner Lane Rezoning.** The applicant is requesting to rezone the property, 2705 Buckner Road, from AG (Agricultural) to R-2 (Residential). A water and sewer capacity study has been submitted along with this request. Historically, this property was annexed into the City of Spring Hill in May of 2022. Spring Hills Comprehensive plan shows desire for this property to be residential for the full 9.60-acre site. At the Planning Commission meeting this item received unanimous support for a favorable recommendation to be forwarded on to the BOMA. An ordinance and staff memo will appear on the 1st and 2nd reading agenda items. Peter Hughes, Development Director