



CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
BOMA MEETING PACKET
OCTOBER 2, 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
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**CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
BOMA MEETING AGENDA
OCTOBER 2, 2023
6:00 PM**

Call Regular Meeting to order

Stipulation of members present

Pledge of Allegiance

Invocation, Pastor Kevin Morse, Grace Fellowship

Approval of the Agenda

Mayor's Comments

City Administrator/Department Head Comments

Citizen Comments

PUBLIC HEARING

- 1. Public Hearing on Ordinance 23-15, An Ordinance to formalize an HR system and to modify the adoption procedures for personnel policies**

VOTING AGENDA

CONSENT ITEMS

- 1. Consider Resolution 23-189, to accept a 5-year contract with Flock Safety license plate recognition cameras**
Don Brite, Police Chief

Attachment: [flock contract resolution_1_.pdf](#)

Attachment: [flock boma memo_1_.pdf](#)

Attachment: [flock contract updated.pdf](#)

- 2. Consider Resolution, 23-190, to approve contract for annual HVAC services**
Tyler Scroggins, Public Works Director

Attachment: [Resolution 23-190_to approve annual contract for hvac services.pdf](#)

Attachment: [Memo HVAC Services for the City.pdf](#)

Attachment: [McCloskey Mechanical Proposal.pdf](#)

Attachment: [HVAC Contract.pdf](#)

- 3. Consider Resolution, 23-191, to approve contract for annual roofing services**
Tyler Scroggins, Public Works Director

Attachment: [Resolution 23-191_to approve annual contract for roofing services.pdf](#)

Attachment: [Memo roofing Services for the City.pdf](#)

Attachment: [Don Kennedy Proposal.pdf](#)

Attachment: [Roofing Contract.pdf](#)

- 4. Consider Resolution 23-192, to approve contract for annual plumbing services**
Tyler Scroggins, Public Works Director

Attachment: [Resolution 23-192_to approve annual contract for plumbing services.pdf](#)

Attachment: [Memo plumbing Services for the City.pdf](#)

Attachment: [McCloskey Proposal_1_.pdf](#)

Attachment: [Plumbing Contract.pdf](#)

- 5. Consider Resolution 23-193, to authorize the purchase of six scout plus devices through Miovision, a sole source vendor**
Tyler Scroggins, Public Works Director

Attachment: [Resolution 23-193 to approve the Purchase of six scout plus devices from Miovision.pdf](#)

Attachment: [Memo Miovision traffic calming devices.pdf](#)

Attachment: [Miovision Scout Plus Quote - 6 Units for City of Spring Hill TN Tyler Scroggins.pdf](#)

Attachment: [Miovision Sole Source Letter.docx 18 1 .pdf](#)

6. Consider Resolution 23-194, to approve renewal of professional services agreement with Volkert for on-call traffic engineering services

Pete Hughes, Development Services Director and Tyler Scroggins, Public Works Director

Attachment: [Resolution 23-194 to approve renewal PSA with Volkert for on-call engineering traffic services 1 .pdf](#)

Attachment: [Memo Professional Services Agreement with Volkert for on-call traffic Engineering svcs.pdf](#)

Attachment: [CityofSpringHill PSA 092523 Volkert 1 .pdf](#)

Attachment: [Resolution 21-188 to authorize Mayor to sign PSA with Volkert for on call traffic engineering services.pdf](#)

7. Consider Resolution 23-196, to approve a fee in lieu from HaverHill Properties (Fast Pace Health) for the construction of bike lanes on Old Port Royal Road

Pete Hughes, Development Services Director

Attachment: [Resolution 23-196 to approve fee in lieu for Fast Pace Health 1 .pdf](#)

Attachment: [Memo Fast Pace Health Bike Lance Fee in Lieu.pdf](#)

Attachment: [Bike Lane Fee Letter of Request Documentation 9.21.2023 City of Spring Hill .pdf](#)

Attachment: [Approval Letter STP 1363-2023 TN Fast Pace Health .pdf](#)

8. Consider Resolution 23-197, to approve a special event permit for Well Spring Church 20th Anniversary

Pete Hughes, Development Services Director

Attachment: [Resolution 23-197 to approve Well Spring Church 20th Anniversary 2 .pdf](#)

Attachment: [Special Event Request - Completed 09.07.23.pdf](#)

Attachment: [Wades Grove - Approval for Overflow Parking.pdf](#)

Attachment: [CRES - Approval for Overflow Parking.pdf](#)

Attachment: [Blue Marble - Approval for Overflow Parking.pdf](#)

9. Consider Resolution 23-198, to approve a special event permit for the Grey Ghost 5k, 10k, and fun run

Pete Hughes, Development Services Director

Attachment: [Resolution 23-198 to approve Grey Ghost Run 5 .pdf](#)

Attachment: [Special Event Permit Application.pdf](#)

Attachment: [Resolution 22-186 Approve special events permit grey ghost goblin gallop.pdf](#)

Attachment: [Resolution 21-157 to approve a Special Events Permit for The Grey Ghost 5 and 10K.pdf](#)

PREVIOUS BUSINESS

1. Consider Ordinance 23-15, to amend the City of Spring Hill Municipal Code by adding a new chapter 4, revising the City Spring Hill's personnel system

Richard Stokes, HR Director

Attachment: [Ordinance 23-XX Revising Personnel System 2 .pdf](#)

Attachment: [Memo for Adopting HR Policies by Resolution 1 .pdf](#)

Attachment: [Adoption of HR policies Survey September 7 2023 1 .pdf](#)

Attachment: [City Code - Employee Handbook .jpg](#)

NEW BUSINESS

1. Consider Resolution 23-203, to adopt the current personnel policies

Richard Stokes, HR Director

Attachment: [RESOLUTION adopting personnel policies.pdf](#)

Attachment: [Employee Handbook - Numbered 12152021.pdf](#)

2. Consider Ordinance 23-16, to amend Ordinance 18-21, the same being the zoning ordinance and official zoning map of the city of Spring Hill, by rezoning approximately 9.6 acres know as 2705 Buckner Road Williamson Parcel 154 06501.000111154

from AG to R2 (Agriculture to Residential R-2)

Pete Hughes, Development Services Director

Attachment: [ORD 23-16 RZN 1449-2023_2705 Buckner Road_AG to R-2_1_.pdf](#)

Attachment: [BOMA Memo RZN 1449-2023 2705 Buckner Road.pdf](#)

Attachment: [Pub Notice Form PC 8.7.23_2705 Buckner Rd_.pdf](#)

Attachment: [RZN 1449-2023_2705 Buckner Rd_Rezoning_VM.pdf](#)

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

Attachment: [Application.pdf](#)

Attachment: [2705 Buckner Rd Vicinity Map.pdf](#)

3. Consider 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, Spring Hill, Tennessee

Pete Hughes, Development Services Director and Missy Stahl, CIP Manager

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 - revised_1_.pdf](#)

Attachment: [2023.09.25 - John Maher Builders-City of Spring Hill - Draft.pdf](#)

4. Consider Resolution 23-179, to authorize the Mayor to sign a letter stating the City of Spring Hill will terminate the lease with World Wide Stages Spring Hill, LLC early in accordance with Resolution 23-85

Pete Hughes, Development Services Director and Missy Stahl, CIP Manager

Attachment: [Resolution 23-179_to authorize Mayor to sign letter to terminate lease with WWS_2_.pdf](#)

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

Attachment: [Resolution 23-85_to authorize the mayor to sign an amended lease with World Wide Stages.pdf](#)

5. Consider Resolution 23-199, to approve amendments to the City of Spring Hill Neighborhood Sidewalk Program

Presenter: Missy Stahl, CIP Manager

Attachment: [Resolution 23-199_to approve amendments to the NSP_1_.pdf](#)

Attachment: [Exhibit A.pdf](#)

6. Consider Resolution 23-200, to authorize acceptance of the FEMA Safer Grant to employ additional firefighters

Graig Temple, Fire Chief

Attachment: [23-200 SAFER Grant Resolution Acceptance_1_.pdf](#)

Attachment: [Resolution Memo - SAFER ACCEPTANCE.pdf](#)

Attachment: [EMW-2022-FF-00875 - Award Package_2_.pdf](#)

7. Consider Resolution 23-201, to request the coordinating committee to consider removal of all of Spring Hill's East of I-65 UGB from the Williamson County Growth Plan

Dan Allen, Assistant City Administrator and Pete Hughes, Development Services Director

Attachment: [East of I-65 UGB Staff Memo v2.pdf](#)

Attachment: [UGB Expansion East of I-65 Explanation.pdf](#)

Attachment: [Resolution 23-201 A_All of UGB East I-65_City Map_.pdf](#)

Attachment: [East I65 UGB OptionA_1_.pdf](#)

Attachment: [Resolution 23-201 B_Portion of UGB East I-65 Commercial Corridor_City Map_.pdf](#)

Attachment: [East I65 UGB OptionB.pdf](#)

Attachment: [Resolution 23-201 C_Portion of UGB East I-65_Citizen Map_.pdf](#)

Attachment: [East UGB Option C_Citizen Map_v2.pdf](#)

8. Consider Resolution 23-202, confirming the city's request for a Northwest UGB

Dan Allen, Assistant City Administrator and Pete Hughes, Development Services Director

Attachment: [NW UGB Staff Memo v2.pdf](#)

Attachment: [UGB Expansion NW UGB Explanation.pdf](#)

Attachment: [Resolution 23-202 A_UGB Northwest Area.pdf](#)

Attachment: [NW UGB OptionA.pdf](#)

Attachment: [Resolution 23-202 B_All of Proposed UGB Northwest Area.pdf](#)

Attachment: [NW UGB OptionB.pdf](#)

Attachment: [Resolution 23-202 C All of UGB Northwest Area.pdf](#)

Attachment: [NW UGB OptionC.pdf](#)

Attachment: [Resolution 23-202 D UGB Northwest Area.pdf](#)

Attachment: [NW UGB OptionD.pdf](#)

WORK SESSION/DISCUSSION

Acknowledgements

Adjourn

Agenda Notes

Attachment: [BOMA AGENDA NOTES 10-02-2023.pdf](#)

RESOLUTION 23-189

A RESOLUTION TO ACCEPT A 5-YEAR CONTRACT WITH FLOCK SAFETY LICENSE PLATE RECOGNITION CAMERAS

WHEREAS, the Spring Hill Police Department utilizes the Flock Safety license plate recognition cameras to alert on vehicle license plates that are on the NCIC hot list; and

WHEREAS, the Department currently has 7 Flock cameras within the City of Spring Hill with an annual cost of \$2,500 per camera; and

WHEREAS, Flock Safety is offering a 5-year contract that will allow the police department to lock in the cost of each existing camera and any new Flock cameras purchased at the implementation of this contract at \$2,500.00 annually per camera; and

WHEREAS, at the expiration of the contract or if a contract is not accepted, the cost per Flock camera is \$3,000.00 annually.

NOW, THEREFORE BE IT RESOLVED, that the Board of Mayor and Aldermen of City of Spring Hill authorizes the Mayor to sign a 5-year contract with Flock Safety which locks in the annual cost per camera that we utilize at \$2,500.00 per camera.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 2nd day of October, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: **Approval of Resolution 23-189**
SUBMITTED BY: Don Brite, Chief of Police
DATE: October 2nd, 2023
RE: 5- year contract with Flock Safety License Plate Recognition Cameras
ATTACHMENTS: Resolution
Contract with Flock Safety
BOMA memo

PURPOSE: The purpose of this report is to recommend the approval and executing the approval of a contract extension with the current provider Flock Safety for License Plate Recognition cameras. This contract extension will lock in the price of current and new cameras purchased at the implementation of this contract at a rate of \$2,500 each camera for a five-year period

BACKGROUND: The City of Spring Hill recognizes the importance of enhancing law enforcement capabilities and ensuring public safety. As part of our ongoing efforts, we have identified a need for license plate recognition cameras. These cameras have proven to be effective tools in various law enforcement activities, including but not limited to locating stolen vehicles, assisting in Amber Alerts, and aiding in other criminal investigations.

Proposal Details: In light of the City's satisfaction with the current provider Flock, we propose extending the contract with them for a five-year term, which will lock the price of both the current and new camera purchases for this year at \$2,500 each for that period of time. The proposed cameras come with advanced features and reliable technology, ensuring accurate and efficient license plate recognition.



FINANCIAL IMPACT:

Budget item. With the contract, the price per camera annually is \$2,500.00, 12 cameras total - \$30,000.00. annually

With no contract, the price per camera annually is \$3,000.00, 12 cameras total - \$36,000.00 annually.

STAFF RECOMMENDATION: It is staff's recommendation that the BOMA approves the contract extension with the current provider Flock Safety for a five-year term, locking in the price of current and new cameras at \$2,500 each. Additionally, we recommend the purchase of four or five additional cameras as part of this proposed resolution



Flock Safety + TN - Spring Hill PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Brian Asher
brian.asher@flocksafety.com
2702930858

flock safety

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private- public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> ● Vehicle make ● Body type ● Color ● License plates <ul style="list-style-type: none"> ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks
National and Local Sharing	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p style="text-align: center;"> <i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i> </p>
Real-time Alerts	<p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>
Interactive ESRI Map	<p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>
Vehicle Location Analysis	<p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p>

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition		
<p>The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*</p> <p>*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department</p>		
Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>√ 1 Standard LPR Camera</p> <p>√ Unlimited LTE data service + Flock OS platform licenses</p> <p>√ 1 DOT breakaway pole</p> <p>√ Dual solar panels</p> <p>√ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>√ 1 LPR Camera</p> <p>√ Unlimited LTE data service + software licenses</p> <p>√ 1 portable mount with varying-sized band clamps</p> <p>√ 1 Charger for internal battery</p> <p>√ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>√ 1 Long-Range LPR Camera</p> <p>√ Computing device in protective poly case</p> <p>√ AC Power</p> <p>√ Permitting, installation, and ongoing maintenance</p>

Your Flock Safety Team	
<p>Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.</p>	
Implementation	<p>Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.</p>
User Training + Support	<p>Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.</p>
Maintenance	<p>We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.</p> <p><i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i></p>
Public Relations	<p>Government Affairs</p> <p>Get support educating your stakeholders, including city councils and other governing bodies.</p> <p>Media Relations</p> <p>Share crimes solved in the local media with the help of our Public Relations team.</p>



**EXHIBIT A
ORDER FORM**

Customer: TN - Spring Hill PD
 Legal Entity Name: TN - Spring Hill PD
 Accounts Payable Email: dbrite@springhilltn.org
 Address: 199 Town Center Pkwy. Spring Hill, Tennessee
 37174

Initial Term: 60 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$17,500.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	7	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$17,500.00
Annual Recurring Subtotal:	\$17,500.00
Discounts:	\$17,500.00
Estimated Tax:	\$0.00
Contract Total:	\$87,500.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$17,500.00
Annual Recurring after Year 1	\$17,500.00
Contract Total	\$87,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$17,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TN - Spring Hill PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 22 day of September 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("**Cure Period**"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("**Customer Obligations**"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN: _____

EMAIL: _____

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

RESOLUTION 23-190

A RESOLUTION TO APPROVE CONTRACT FOR ANNUAL HVAC SERVICES

WHEREAS, the City of Spring Hill maintains eight facilities within the city and wishes to enter into an annual HVAC service contract; and

WHEREAS, maintaining the HVAC systems in working order in each facility is imperative for day to day operations; and

WHEREAS the City staff advertised and accepted proposals for annual HVAC services on September 21, 2023 and recommends the contract be awarded to McCloskey Mechanical Contractors, Inc.; and

WHEREAS, the vendor selected provided the overall lowest contract cost meeting all required selection criteria; and

WHEREAS, the contract will be valid for a period of one- year with the option to renew for two additional one-year terms if both parties agree;

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, approves the annual HVAC services contract be awarded to McCloskey Mechanical Contractors, Inc..

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 2nd day of October, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 23-190*
SUBMITTED BY: Tyler Scroggins, Public Works Director
DATE: October 2, 2023
RE: To authorize a preventive maintenance contract for HVAC services for the City

PURPOSE:

To establish a contract with an HVAC Company for Preventative Maintenance services on the HVAC Units for City of Spring Hill facilities with the exception of the fire department. The fire department has obtained their own HVAC contract via Resolution 23-62.

BACKGROUND:

The city uses service contracts to maintain certain building systems including the HVAC. HVAC systems perform more efficiently if they are properly maintained and serviced on a regular basis. Additionally, the need exists to have a vendor that will perform emergency call outs. The City advertised proposals for the annual HVAC services contract and bids were opened on September 21, 2023. After careful review and consideration, staff would like to recommend McClosky Mechanical for the HVAC contract. McClosky provided all requested documentation in the RFP and based on all pricing, was the overall lowest bidder.

Contract includes a term-clause that the contract is for a period of one year with the option to renew for two additional one-year terms if both parties agree.

FINANCIAL IMPACT:

Each department has budgeted funds in their fiscal year budget for building and ground maintenance and costs would be covered by those funds.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-190 to enter into contract with the McClosky Mechanical for the City's HVAC services.

EXPRESS

Bid Title: Proposal for HVAC Services
Attention: April Goad – City Recorder
Bid Address: 199 Town Center Parkway, Spring Hill, TN 37174
Bid Opening Date: Thursday, September 21st, 2023
Bidder: McCloskey Mechanical Contractors, Inc.
Bidder Address: 501 Metroplex Drive, Suite 309, Nashville, TN 37211

FROM:
 DAVID J MCCLOSKEY
 (856) 784-5080
 MCCLOSKEY MECHANICAL CONTRACTOR
 445 LOWER LANDING RD
 BLACKWOOD NJ 08012

1 LBS

1 OF 1

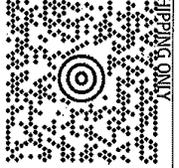
FOR UPS SHIPPING ONLY

SHIP TO:

APRIL GOAD
 CITY OF SPRING HILLS
 199 TOWN CENTER
 SPRING HILLS, TN 37174

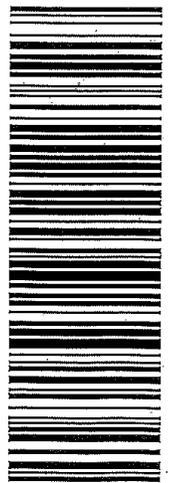
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P. SHANE S. QUITA
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TN 384 1-01

UPS NEXT DAY AIR 1
 TRACKING #: 1Z A07 45W 01 4488 1841



BILLING: P/P

RECEIVED
 SEP 21 2023
D. Johnson

VMS 25/2/20 RICHIE INV CS002 18/12/2023

provided commercial facility HVAC maintenance and repair services in the area. All repairs shall be provided in accordance with the industry's highest standards, skill, workmanship, applicable trade practices, warranties, and conformance to all applicable laws, codes, and regulations.

The company shall:

- Be able to provide a staffing level that will provide the desired level of customer service, program support, HVAC maintenance, and repairs.
- Show evidence of presently serving at least three local businesses.
- Use technicians sufficiently trained and under the direction of a licensed HVAC mechanic holding a TN license.
- Provide the ability to respond immediately (within 2 hours) to situations involving the health and safety of employees and/or the public. Routine repairs, service requests, or other non-urgent tasks shall be completed within one (1) working day from the date of the request.

4. Reporting & Accounting

The company will provide standard proof of work documentation following the completion of work. The document must include sufficient information to identify the facility where the work was performed, equipment, and/or components on which the work was performed, the purpose of work, date and time of the work, parts used, types of refrigerants, and the name/cert. # of technicians executing the work. This should be submitted within 5 business days of the work being performed.

5. Security Background Check of Personnel

Any company that is submitting shall provide security checks for all personnel assigned to work at the City of Spring Hill Facilities.

6. Emergency Call Out Service

The company shall provide 24-hour emergency service as needed in all aspects of the HVAC emergency repair for the City of Spring Hill Facilities. Emergency hours shall be Monday through Friday 5:00 pm to 7:00 am. and 24 hours each day on weekends and holidays. The company shall provide emergency response on-site within two (2) hours of notification but must also provide a call-back to City staff within 30 minutes to discuss the issue and response plan. Failure to meet these requirements can result in the termination of the agreement.

7. COST PROPOSAL FOR HVAC SERVICES

1. Hourly Rate \$88.00
2. Emergency Call Out (After hours) \$130.00
3. Service Call (Business hours) \$88.00 Minimum
4. Cost of mileage for travel \$44.00
5. Portable AC/Heat Unit rental N/A No size given

Type text here

Respectfully submitted,

Proposer: McCloskey Mechanical Contractors, Inc.

By: 
(Authorized Signature for Proposer)

Name: Robert L. Reeves

Title: National Public Service Accounts Director

Date: 09/20/2023

N/A

Compliance with Public Chapter 775-TCA, Title 12, Chapter 4, Part 1

In accordance with Tennessee Code Annotated, Title 12, Chapter 4, Part 1, the Contractor cannot be currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel.

HVAC SERVICES
SPECIFICATIONS AND ADDITIONAL QUESTIONS

1. Overview and Purpose

The City of Spring Hill is soliciting proposals from qualified companies interested in providing professional HVAC services related to annual preventative maintenance and repair of City Facilities listed below. Businesses with relevant HVAC experience and qualifications are encouraged to submit a proposal.

City Hall 199 Town Center Parkway Spring Hill, TN 37174	Public Works / WasteWater Treatment 3893 Mahlon Moore Rd. Spring Hill, TN 37174	Public Library 144 Kedron Pkwy. Spring Hill, TN 37174	Winchester Community Center 563 Maury Hill St. Spring Hill, TN 37174	Water Treatment Plant / Pump Stations 4151 Kedron Rd. Spring Hill, TN 37174
Parks and Recreation Office 4237 Port Royal Rd. Spring Hill, TN 37174	Police Department 3636A Royal Park Blvd. Spring Hill, TN 37174	IT Office 407 McLemore Ave. Spring Hill, TN 37174		

2. Request for Proposal

The City of Spring Hill is seeking a well-qualified firm to provide comprehensive heating-ventilation-air conditioning HVAC maintenance and repair for our facilities.

The work will include but not limited to the inspection, periodic maintenance, repairs, service calls, and other task and services necessary to insure safe, well-maintained HVAC systems providing quality air for City employees. Companies submitting must have the ability and sufficient resources to provide repairs and servicing of all HVAC equipment, respond to emergencies within 2 hours, finish repairs in a timely manner, and troubleshoot, repair, and replace HVAC systems. Please submit what repair services your company can provide.

3. Scope of Work – Standard, and Specifications

We are looking for a company with professional personnel who successfully and competently

**MCCLOSKEY MECHANICAL CONTRACTORS, INC.
FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2022
AND
REPORT OF CERTIFIED PUBLIC ACCOUNTANTS**

*Gressman, Repice
Certified Public Accountants*

Associates

**MCCLOSKEY MECHANICAL CONTRACTORS, INC.
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Gressman, Repice
Certified Public Accountants

Associates

Marshall T. Gressman, C.P.A. (NJ)
Joseph A. Repice, Sr., C.P.A. (NJ)
Larry G. DeSalvo, C.P.A. (NJ & PA)

737 Landis Avenue, P.O. Box 669
Vineland, New Jersey 08302-0669
856-691-3936 • Fax 856-691-1809

1099 State Highway 77, P.O. Box 480
Bridgeton, New Jersey 08302-0374
856-451-2988 • Fax 856-451-1871

INDEPENDENT AUDITOR'S REPORT

To the Stockholders of
McCloskey Mechanical Contractors, Inc.
445 Lower Landing Road
Blackwood, NJ 08012

Opinion

We have audited the accompanying financial statements of McCloskey Mechanical Contractors, Inc. (a State of New Jersey Corporation), which comprise the statements of financial position as of December 31, 2022, and the related statements of operations, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of McCloskey Mechanical Contractors, Inc. as of December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with the *Financial Reporting Framework for Small- and Medium-Sized Entities*, described in Note 1.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of McCloskey Mechanical Contractors, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared in accordance with the *Financial Reporting Framework for Small- and Medium-Sized Entities*, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statement in accordance with the *Financial Reporting Framework for Small- and Medium-Sized Entities* issued by the American

Continued

- 1 -

Members, American Institute of Certified Public Accountants & NY Society of Certified Public Accountants

Institute of Certified Public Accountants described in Note 1; this includes determining that the *Financial Reporting Framework for Small- and Medium-Sized Entities* is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of McCloskey Mechanical Contractors, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about McCloskey Mechanical Contractors, Inc. ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of overhead expenses and contracts in progress are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the

Continued

financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Gressman, Repice & Associates

Vineland, New Jersey
June 26, 2023

MCCLOSKEY MECHANICAL CONTRACTORS, INC.
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2022

ASSETS

Current Assets:	
Cash	\$ 2,038,501
Accounts Receivable (Note 2)	30,367,067
Prepaid Expenses	694,219
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	4,251,529
Total Current Assets	<u>\$ 37,351,316</u>
Property, Equipment, and Vehicles (Note 3)	\$ 3,593,622
Less: Accumulated Depreciation	(1,528,669)
Net Property, Equipment, and Vehicles	<u>\$ 2,064,953</u>
Other Assets:	
Shareholder Loans (Note 4)	433,884
Security Deposits	115,560
Investment in Captive Insurance Company (Note 5)	36,000
Total Other Assets	<u>\$ 585,444</u>
TOTAL ASSETS	<u>\$ 40,001,713</u>

LIABILITIES AND SHAREHOLDERS' EQUITY

Current Liabilities:	
Accounts Payable / Accrued Expenses (Note 6)	\$ 26,841,792
Notes Payable - Current Maturity (Note 8)	384,280
Billings on Uncompleted Contracts in Excess of Costs and Estimated Earnings	6,687,201
Total Current Liabilities	<u>\$ 33,913,273</u>
Long-Term Debt, Less Current Portion (Note 8)	1,076,686
Total Liabilities	<u>\$ 34,989,959</u>
Shareholders' Equity:	
Common Stock (2,500 Shares Authorized, No Par Value, 169.14 Shares Issued and Outstanding)	\$ 616,422
Retained Earnings	4,395,332
Total Shareholders' Equity	<u>\$ 5,011,754</u>
TOTAL LIABILITIES AND EQUITY	<u>\$ 40,001,713</u>

See Independent Accountants' Audit Report and Notes to Financial Statements.

MCCLOSKEY MECHANICAL CONTRACTORS, INC.
STATEMENT OF OPERATIONS AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2022

Revenues:	
Construction Revenue	\$ 98,946,400
Service Revenue	26,662,591
Total Revenues	<u>\$ 125,608,991</u>
Direct Costs:	
Materials	\$ 32,720,949
Payroll	10,026,864
Payroll Taxes	1,003,537
Subcontractors	57,640,544
Union Dues and Fringe Benefits	5,599,647
Education	46,602
Equipment Rental/Fuel and Repairs	1,331,479
Fees and Permits	279,075
Insurance	1,077,341
Shop Expense	460,042
Surety Bonds	272,901
Travel	1,491,118
Total Direct Costs	<u>\$ 111,950,099</u>
GROSS PROFIT	\$ 13,658,892
Operating Overhead	<u>(12,874,820)</u>
OPERATING INCOME	\$ 784,072
Other Income (Expenses):	
Corporate Income Tax	\$ (38,565)
Gain on Disposal of Capital Assets	41,407
Interest Expense	(43,167)
Interest Income	26,781
Total Other Income (Expenses)	<u>\$ (13,544)</u>
NET INCOME	\$ 770,528
Retained Earnings - Beginning of Period	4,124,804
Dividends Declared	(500,000)
Retained Earnings - End of Period	<u><u>\$ 4,395,332</u></u>

See Independent Accountants' Audit Report and Notes to Financial Statements.

MCCLOSKEY MECHANICAL CONTRACTORS, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2022

Cash Flows From Operating Activities:	
Net Income	\$ 770,528
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:	
Change in Work in Progress	(59,107)
Depreciation and Amortization	441,874
Gain of Disposal of Capital Assets	(41,407)
Increase in Accounts Receivable	(12,288,959)
Increase in Prepaid Expenses	(98,624)
Increase in Security Deposits	(49,820)
Increase in Accounts Payable / Accrued Expenses	12,896,011
Total Adjustments	<u>\$ 799,968</u>
Net Cash Provided by Operating Activities	<u>\$ 1,570,496</u>
 Cash Flows From Investing Activities:	
Proceeds on Sale of Capital Assets	\$ 61,911
Purchase of Capital Assets	(249,074)
Net Cash Used by Investing Activities	<u>\$ (187,163)</u>
 Cash Flows From Financing Activities:	
Principal Paid on Notes Payable	\$ (254,393)
Dividends Paid	(500,000)
Increase in Loan to Shareholders	(129,382)
Net Cash Used by Financing Activities	<u>\$ (883,775)</u>
 NET INCREASE IN CASH AND CASH EQUIVALENTS	 \$ 499,558
Cash and Cash Equivalents - Beginning of Period	<u>1,538,943</u>
Cash and Cash Equivalents - End of Period	<u><u>\$ 2,038,501</u></u>
 Supplementary Disclosures of Cash Flow Information:	
Financed Purchases of Capital Assets	\$ 1,210,623

See Independent Accountants' Audit Report and Notes to Financial Statements.

MCCLOSKEY MECHANICAL CONTRACTOR, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying financial statements have been prepared in accordance with the *Financial Reporting Framework for Small- and Medium-Sized Entities* issued by the American Institute of Certified Public Accountants, which is a special purpose framework and not generally accepted accounting principles in the United States of America (U.S. GAAP). The accounting principles that compose the framework are appropriate for the preparation and presentation of small- and medium-sized entity financial statements, based on the needs of the financial statement users and cost and benefit considerations. This special purpose framework utilizes broad principles to recognize revenue when performance is achieved and ultimate collection is reasonably assured whereas U.S. GAAP has moved to a five-step model of revenue recognition to depict the transfer of goods or services to customers in an amount that reflects the consideration the entity expects to be entitled to in exchange for those goods or services. Additionally, U.S. GAAP now requires the recognition and recording of lease assets and liabilities for operating leases (a contract that allows for the use of an asset but does not convey ownership rights) while this special purpose framework has no such requirement.

Nature of Operations

McCloskey Mechanical Contractors, Inc. (the Company) was incorporated in New Jersey in May of 1985 and has since opened satellite offices in the District of Columbia, New York, Maine, Texas, Florida, North Carolina, Tennessee, and California. The Company is a mechanical construction contractor and primarily operates as specialty trade subcontractors. The Company performs private, commercial, and industrial contracts, as well as public construction contracts. The work is performed under cost-plus-fee contracts, fixed-price contracts, and modified fixed-price contracts. The length of the contracts varies but is typically between several months and two years. In accordance with normal practice in the construction industry, the company includes asset and liability accounts relating to construction contracts in current assets and liabilities, even when such amounts are realizable or payable over a period in excess of one year.

Use of Estimates

The preparation of financial statements in conformity with the *Financial Reporting Framework for Small- and Medium-Sized Entities* requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Statement of Financial Position Classification

The Company includes in current assets and liabilities retainage amounts receivable and payable under construction contracts, which may extend beyond one year. A one-year time period is used as the basis for classifying all other current assets and liabilities.

See Independent Accountants' Audit Report

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MCCLOSKEY MECHANICAL CONTRACTOR, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents

For purposes of the statement of cash flows, The Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

Accounts Receivable

The Company estimates an allowance for doubtful collections, which is based upon a review of outstanding receivables, historical collection information, and existing economic conditions. Accounts receivable are generally due 30 days after the issuance of the invoice. Contract retainages are due 30 days after completion of the project and acceptance by the owner.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed primarily using the straight-line method over the estimated useful lives of the assets, which range from 5 to 39 years. Leasehold improvements are amortized over the shorter of the useful life of the related assets or the lease term. Expenditures for repairs and maintenance are charged to expense as incurred. For assets sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any related gain or loss is reflected in income for the period.

Revenue and Cost Recognition

Service Revenue is recognized when earned, generally in the amount invoiced after the services have been rendered.

Revenues from mechanical construction contracts are recognized on the percentage of completion method, measured on the basis of incurred costs to estimated total costs for each contract. This cost to cost method is used because management considers it to be the best available measure of progress on these contracts. Because of inherent uncertainties in estimating costs, these estimates may be adjusted as more current information becomes available, and any adjustment could be significant.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation costs. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions, and final contract settlements may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

The asset, "costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

See Independent Accountants' Audit Report

MCCLOSKEY MECHANICAL CONTRACTOR, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Concentrations of Credit Risk

Financial instruments, which potentially subject the company to a concentration of credit risk, consist principally of accounts receivable and cash.

The company sells its services primarily to commercial customers located in the northeast. To reduce credit risk, the company performs ongoing credit evaluations of its customers' financial conditions, but does not generally require collateral.

The company maintains cash in bank accounts at high credit quality financial institutions. The balances may often exceed the amount insured by the Federal Deposit Insurance Corporation. The company has not experienced any losses in such accounts and believe they are not exposed to any significant credit risk on cash and cash equivalents.

Union-Sponsored Fringe Benefits

The Company is subject to Collective Bargaining Agreements which cover substantially all of the labor force excluding office and administrative personnel. In connection with these agreements, The Company participates in union-sponsored fringe benefits plans (health insurance, pension, etc.) that cover union employees. Contributions to these plans are based on a fixed rate per hour worked.

Income Taxes

The Company has elected to be taxed under the provision of Subchapter S of the Internal Revenue Code and applicable state statutes. Under these provisions, the company does not pay income taxes directly; instead, the shareholders are liable for individual incomes taxes on their share of the Company's taxable income. Certain states impose franchise / minimum taxes based on either gross sales, net income, or net worth; these taxes are reported as corporate income tax on the statement of operations and retained earnings.

Evaluation of Subsequent Events

The Company has evaluated subsequent events through June 26, 2023, which is the date the financial statements were available to be issued.

NOTE 2 – ACCOUNTS RECEIVABLE

Accounts receivable consist of the following as of December 31, 2022:

Accounts Receivable	\$ 25,425,531
Contract Retainages	5,190,992
Subtotal	<u>\$ 30,616,523</u>
Allowance for Doubtful Accounts	(249,456)
Total Accounts Receivables	<u>\$ 30,367,067</u>

See Independent Accountants' Audit Report

**MCCLOSKEY MECHANICAL CONTRACTOR, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 2 – ACCOUNTS RECEIVABLE (continued)

Based on estimated contract completion dates, the contract retainages as of December 31, 2022 will be collected in the next twelve months.

NOTE 3 – PROPERTY AND EQUIPMENT

Property and equipment as of December 31, 2022 is summarized as follows:

Leasehold Improvements	\$ 302,532
Vehicles and Equipment	3,178,001
Office Equipment and Software	113,089
Subtotal	\$ 3,593,622
Accumulated Depreciation	(1,528,669)
Total Property and Equipment	\$ 2,064,953

Depreciation expense for the year ended December 31, 2022 was \$441,874.

NOTE 4 – LOANS RECEIVABLE – SHAREHOLDERS

The Company has advanced funds to its shareholders. These advances have been classified as a loan and recorded as other assets on the statement of financial position. These loans bear no interest and have no stated maturity date. As of December 31, 2022, \$433,884 of these advances remain outstanding.

NOTE 5 – INVESTMENT IN CAPTIVE INSURANCE COMPANY

The Company participates in an insurance arrangement with a captive insurance company. Under this arrangement, a group of companies form and own an insurance company whose purpose is to insure the risks of its owners. The arrangement required an investment of \$36,000 for shares of stock (\$35,900 for a redeemable preference share and \$100 for a single common share) in the insurance company. This amount has been recorded as an asset on the statement of financial position. Common shareholders are required to provide security collateral as outlined in the insurance arrangement either by a letter of credit or cash (which is credited with interest income). As of December 31, 2022, the Company has advanced \$616,719 to the captive insurance company to fulfill this requirement; the security collateral is recorded with prepaid expenses on the statement of financial position.

NOTE 6 – ACCOUNTS PAYABLE / ACCRUED EXPENSES

Accounts payable / accrued expenses consist of the following as of December 31, 2022:

Accounts Payable	\$ 25,337,093
Credit Cards Payable	327,033
Sales Tax Payable	52,200
Union Dues/Fringes	481,379
Accrued Insurance	302,976
Accrued Payroll	341,112
	\$ 26,841,793

See Independent Accountants' Audit Report

MCCLOSKEY MECHANICAL CONTRACTOR, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 7 – LINE OF CREDIT

The Company has established a line of credit with M&T Bank. The line is renewable annually with interest due monthly on any outstanding balance. The next renewal date is December 9, 2023. The line of credit provides for a total credit limit of \$7,500,000 and bears interest at a variable rate defined as 2.25 percentage points above the greater of the secured overnight financing rate (SOFR) published by the Federal Reserve Bank of New York or 0%. No balance was outstanding as of December 31, 2022.

NOTE 8 – NOTES PAYABLE

Notes payable to Ford Credit with interest accruing at 2.89% - 2.95%. The loans are payable with monthly payments of \$4,741 over 60 months. The loans are secured by the vehicles financed in 2018.	37,550
Notes payable to Newfield National Bank with interest accruing at 5.07%. The loans are payable with monthly payments of \$5,400 over 60 months. The loans are secured by the vehicles financed in 2019.	88,970
Note payable to Ford Credit with interest accruing at 8.99%. The loan is payable with monthly payments of \$484 over 60 months. The loan is secured by the vehicle financed in 2019.	6,410
Notes payable to Newfield National Bank with interest accruing at 4.05% - 4.95%. The loans are payable with monthly payments of \$3,872 over 60 months. The loans are secured by the vehicles financed in 2020.	117,730
Notes payable to Newfield National Bank with interest accruing at 3.48% - 3.54%. The loans are payable with monthly payments of \$1,221 over 60 months. The loans are secured by the vehicles financed in 2021.	51,886
Notes payable to Newfield National Bank with interest accruing at 4.25% - 6.25%. The loans are payable with monthly payments of \$22,962 over 60 months. The loans are secured by the vehicles financed in 2022.	1,158,420
Total Notes Payable	<u>\$ 1,460,966</u>
Current Portion	(384,280)
Long-Term Debt	<u>\$ 1,076,686</u>

Schedule of Maturities of Long-Term Debt:

2023	\$ 384,280
2024	323,011
2025	294,408
2026	273,587
2027	185,680
	<u>\$ 1,460,966</u>

See Independent Accountants' Audit Report

MCCLOSKEY MECHANICAL CONTRACTOR, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 9 – RELATED PARTY TRANSACTIONS

The Company's primary office in New Jersey is located on a property owned by a company related by common ownership. Rent expense for the year ended December 31, 2022 was \$90,000. The rental is month-to-month.

NOTE 10 – PENSION PLAN

The Company adopted a profit sharing plan, which is a qualified defined contribution pension plan, for its nonunion employees who have attained the age of 17 and have completed one year of service with the Company. Contributions to the plan are determined annually at the discretion of management. The Company has elected to forgo a discretionary contribution for the year ended December 31, 2022.

NOTE 11 – LEASE OBLIGATIONS

The Company leases offices under long-term operating lease agreements. These leases expire at various dates through 2025. Total rent expenses under operating lease agreements for the year ended December 31, 2022 amounted to \$405,941. Future minimum lease payments under all operating leases noted above in each of the five years subsequent to December 31, 2022 are as follows:

Year Ended December 31, 2023	\$ 493,581
Year Ended December 31, 2024	441,053
Year Ended December 31, 2025	369,920
Year Ended December 31, 2026	296,490
Year Ended December 31, 2027	136,730
Year Ended December 31, 2028	19,346
	<u>\$ 1,757,120</u>

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SUPPLEMENTARY INFORMATION

MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF OVERHEAD EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2022

Office Payroll	\$ 7,581,795
Officer Salary	219,414
Payroll Taxes	682,350
Fringe Benefits	383,202
Officer's Life Insurance	21,464
Advertising and Promotion	328,398
Bad Debts	788,210
Building Maintenance	45,311
Depreciation	441,874
Donations	69,714
Dues and Subscriptions	106,110
Estimating	49,386
Insurance	147,901
Office and Computer Supplies	541,849
Other Expenses	14,033
Payroll Fees	47,908
Printing and Postage	60,342
Professional	119,155
Property Taxes	60,580
Rent	495,941
Telephone	164,115
Travel and Entertainment	455,401
Utilities	50,367
TOTAL OVERHEAD EXPENSES	<u>\$ 12,874,820</u>

See Independent Accountants' Audit Report.

MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
DECEMBER 31, 2022

Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
W19028	645,134	574,000	71,134	392,103	338,387	68%	440,695	102,308		
W20026	1,418,515	1,280,000	138,515	1,258,656	1,418,515	98%	1,394,861	(23,654)		(23,654)
W20033	2,214,975	1,680,000	534,975	1,424,341	2,100,353	85%	1,877,905	(222,448)		(222,448)
W21-005	339,185	300,000	39,185	187,703	203,225	63%	212,220	8,995	8,995	
W21-033	1,122,184	1,000,000	122,184	988,272	1,122,184	99%	1,109,023	(13,161)		(13,161)
W21-048	171,070	166,295	4,775	161,740	171,070	97%	166,384	(4,686)		(4,686)
W21-050	276,447	298,492	(22,045)	298,492	218,807	100%	276,447	57,640	57,640	
W21-056	172,584	133,000	39,584	129,423	172,584	97%	167,942	(4,642)		(4,642)
W21-055	451,000	406,000	45,000	73,445	51,000	18%	81,585	30,585	30,585	
W21-057	866,497	835,000	31,497	644,342	852,100	77%	668,647	(183,453)		(183,453)
W21-065	115,755	113,000	2,755	108,024	115,755	96%	110,658	(5,097)		(5,097)
W21-069	240,000	220,000	20,000	206,378	211,042	94%	225,140	14,098	14,098	
W21-072	1,833,141	1,565,000	268,141	337,493	514,589	22%	395,318	(119,271)		(119,271)
W22-002	265,865	212,442	53,423	212,442	237,710	100%	265,865	28,155	28,155	
W22-009	119,832	114,000	5,832	109,644	113,270	96%	115,253	1,983	1,983	
W22-013	166,631	150,000	16,631	146,914	139,747	98%	163,203	23,456	23,456	
W22-014	84,750	69,000	15,750	20,868	60,825	30%	25,631	(35,194)		(35,194)
W22-015	346,365	298,000	48,365	277,502	325,479	93%	322,540	(2,939)		(2,939)
W22-018	182,299	176,000	6,299	166,744	161,726	95%	172,712	10,986	10,986	
W22-022	75,200	101,540	(26,340)	96,140	75,200	95%	71,201	(5,400)		(5,400)
W22-024	27,837	26,630	1,207	18,380	27,837	69%	19,213	(8,624)		(8,624)
W22-026	76,411	71,500	4,911	42,675	68,600	60%	45,606	(22,994)		(22,994)
W22-028	35,400	33,000	2,400	18,304	3,000	55%	19,635	16,635	16,635	
W22-029	1,437,417	1,500,000	(62,583)	1,442,281	1,286,289	96%	1,382,106	93,409	93,409	
W22-030	177,990	155,000	22,990	150,172	177,990	97%	172,446	(5,544)		(5,544)
W22-031	459,630	449,000	10,630	439,911	459,630	98%	450,326	(9,304)		(9,304)
W22-034	78,000	81,000	(3,000)	48,998	77,150	60%	47,183	(31,152)		(31,152)
W22-038	876,344	848,904	27,440	813,735	871,770	96%	840,038	(31,732)		(31,732)
W22-039	828,780	760,000	68,780	266,184	476,280	35%	290,274	(186,006)		(186,006)
W22-040	223,002	235,000	(11,998)	304,094	223,002	100%	223,002	69,094	69,094	
W22-041	44,900	40,000	4,900	7,855	0	20%	8,817	8,817		
W22-043	115,000	101,000	14,000	70,116	68,000	69%	79,835	11,835	11,835	
W22-044	202,263	175,000	27,263	155,731	177,263	89%	179,992	2,729	2,729	
W22-046	52,398	48,582	3,816	47,257	50,000	97%	50,969	969	969	
W22-050	40,800	36,895	3,905	33,397	40,800	91%	36,932	(3,868)		(3,868)
W22-051	94,000	87,500	6,500	84,449	94,000	97%	90,722	(3,278)		(3,278)
W22-053	230,936	209,000	21,936	151,026	226,936	72%	166,877	(60,059)		(60,059)
W22-054	326,845	375,000	(48,155)	308,048	326,845	82%	268,491	(66,952)		(66,952)
W22-055	345,027	345,000	27	309,955	364,527	90%	309,979	(54,548)		(54,548)
W22-056	190,360	137,000	53,360	125,960	173,180	92%	175,020	1,840	1,840	
W22-057	518,519	383,000	135,519	331,483	518,519	87%	448,773	(69,746)		(69,746)
W22-059	2,630,862	2,325,000	305,862	1,389,940	1,246,700	60%	1,572,792	326,092	326,092	
W22-061	6,780	4,800	1,980	2,562	2,500	53%	3,619	1,119	1,119	
W22-062	25,800	20,000	5,800	12,130	25,800	61%	15,648	(10,152)		(10,152)
W22-063	371,292	344,000	27,292	304,685	396,292	89%	328,858	(67,434)		(67,434)
W22-065	80,000	65,987	14,013	54,634	72,000	83%	66,236	(5,764)		(5,764)
W22-067	741,000	605,000	136,000	1,902	0	0%	2,330	2,330	2,330	
W22-068	16,915	18,800	(1,885)	13,823	10,800	74%	12,437	1,138	1,138	
W22-069	172,828	130,000	42,828	100,909	166,254	78%	134,153	(32,101)		(32,101)
W22-071	72,000	74,000	(2,000)	67,425	72,000	91%	65,603	(6,575)		(6,575)
W22-072	1,863,908	1,625,000	238,908	930,521	1,082,178	57%	1,067,326	(14,852)		(14,852)
W22-073	57,800	50,000	7,800	47,323	57,800	95%	54,705	(3,095)		(3,095)
W22-075	5,458,000	4,630,000	828,000	87,968	109,500	2%	103,700	(5,800)		(5,800)
W22-076	213,400	228,000	(14,600)	168,000	177,600	74%	157,242	(24,200)		(24,200)
W22-080	28,000	26,095	1,905	19,721	22,000	76%	21,161	(839)		(839)
W22-082	39,880	34,000	5,880	2,993	8,380	9%	3,511	(4,869)		(4,869)
W22-083	15,353	14,415	938	9,434	12,800	65%	10,048	(2,752)		(2,752)

See Independent Accountants' Audit Report.

MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
DECEMBER 31, 2022

Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
W22-086	155,600	162,000	(6,400)	113,805	103,000	70%	109,309	4,405		
W22-091	58,255	49,214	9,041	33,138	51,200	67%	39,226	(11,974)		(11,974)
W22-092	62,000	45,282	16,718	36,337	59,250	80%	49,753	(9,497)		(9,497)
W22-093	136,500	115,000	21,500	2,023	0	2%	2,401		2,401	
W22-095	421,600	325,000	96,600	73,289	286,360	23%	95,073	(191,287)		(191,287)
W22-097	260,678	220,000	40,678	101,799	0	46%	120,622	120,622	120,622	
W22-101	55,615	40,496	15,119	38,271	55,615	95%	52,559	(3,056)		(3,056)
W22-104	41,631	32,519	9,112	25,543	35,820	79%	32,700	(3,120)		(3,120)
W22-105	4,460,000	3,875,000	585,000	40,050	47,000	1%	46,096	(904)		(904)
W22-107	154,000	123,000	31,000	24,403	92,000	20%	30,553	(61,447)		(61,447)
W22-108	123,250	102,000	21,250	2,827	0	3%	3,416	3,416	3,416	
W22-110	37,800	28,000	9,800	4,800	14,900	17%	6,480	(8,420)		(8,420)
W22-112	13,177	10,940	2,237	9,440	5,975	86%	11,370	5,395	5,395	
W22-115	23,000	17,500	5,500	51	0	0%	67	67	67	
B20050	350,756	378,000	(27,244)	333,543	347,056	88%	309,503	(40,757)		(40,757)
B21-042	2,447,041	2,150,000	297,041	2,041,717	2,424,649	95%	2,323,798	(100,851)		(100,851)
B21-057	122,074	100,342	21,732	90,342	122,074	90%	109,908	(12,166)		(12,166)
B21-059	5,000	4,100	900	4,100		100%	5,000	5,000	5,000	
B21-069	199,778	163,562	36,216	163,562	176,528	100%	199,778	23,250	23,250	
B22-002	331,974	296,941	35,033	286,229	331,974	96%	319,998	(11,976)		(11,976)
B22-012	380,543	332,000	48,543	323,279	350,418	97%	370,547	20,129	20,129	
B22-026	351,789	317,000	34,789	308,479	351,789	97%	342,333	(9,456)		(9,456)
B22-030	357,205	259,729	97,476	259,729	354,538	100%	357,205	2,667	2,667	
B22-032	951,464	930,000	21,464	882,897	920,464	95%	903,274	(17,190)		(17,190)
B22-034	3,235,201	3,025,000	210,201	2,837,982	3,209,153	94%	3,035,188	(173,965)		(173,965)
B22-036	248,000	190,000	58,000	83,513	214,000	44%	109,006	(104,994)		(104,994)
B22-042	575,130	430,000	145,130	345,520	575,130	80%	462,137	(112,993)		(112,993)
B22-043	1,319,333	1,080,000	239,333	1,029,308	1,182,858	95%	1,257,407	74,549	74,549	
B22-044	328,149	292,414	35,735	285,575	328,149	98%	320,474	(7,675)		(7,675)
B22-045	253,797	206,664	47,133	206,664	253,797	100%	253,797	0		
B22-048	99,095	88,000	11,095	79,921	99,095	91%	89,997	(9,098)		(9,098)
B22-051	267,562	225,000	42,562	214,723	267,562	95%	255,341	(12,221)		(12,221)
B22-052	273,076	226,000	47,076	46,350	75,690	21%	56,005	(19,685)		(19,685)
B22-053	126,154	114,145	12,009	114,145	124,716	100%	126,154	1,438	1,438	
B22-054	423,754	350,000	73,754	318,487	401,463	91%	385,600	(15,863)		(15,863)
B22-055	178,000	155,000	23,000	110,113	153,530	71%	126,452	(27,078)		(27,078)
B22-056	479,645	406,000	73,645	399,221	479,645	98%	471,636	(8,009)		(8,009)
B22-058	307,515	265,569	41,946	206,944	215,250	78%	239,630	24,380	24,380	
B22-059	912,258	840,000	72,258	827,939	902,469	99%	899,159	(3,310)		(3,310)
B22-060	82,372	68,000	14,372	60,742	82,372	89%	73,580	(8,792)		(8,792)
B22-062	160,018	146,000	14,018	140,895	152,698	97%	154,423	1,725	1,725	
B22-064	161,753	120,483	41,270	120,483	161,753	100%	161,753	0		
B22-065	1,160,311	1,095,000	65,311	918,197	1,129,829	84%	972,963	(156,866)		(156,866)
B22-066	428,516	376,845	51,671	371,845	426,687	99%	422,830	(3,857)		(3,857)
B22-067	223,880	200,000	23,880	99,311	77,400	50%	111,169	33,769	33,769	
B22-068	70,000	58,000	12,000	44,106	68,000	76%	53,231	(14,769)		(14,769)
B22-070	226,875	194,200	32,675	189,081	226,875	97%	220,895	(5,980)		(5,980)
B22-073	2,982,505	2,700,000	282,505	2,005,307	2,246,137	74%	2,215,125	(31,012)		(31,012)
B22-074	417,572	367,000	50,572	340,420	412,399	93%	387,329	(25,070)		(25,070)
B22-076	232,500	203,000	29,500	153,682	215,000	76%	176,015	(38,985)		(38,985)
B22-077	254,433	215,000	39,433	210,817	254,433	98%	249,483	(4,950)		(4,950)
B22-078	1,268,000	1,075,000	193,000	256,978	256,320	24%	303,115	46,795	46,795	
B22-079	192,419	159,969	32,450	156,639	192,419	98%	188,414	(4,005)		(4,005)
B22-081	1,084,000	1,020,000	64,000	465,477	536,365	46%	494,683	(41,682)		(41,682)
B22-082	304,096	245,000	59,096	199,532	217,807	81%	247,661	29,854	29,854	
B22-084	166,520	155,000	11,520	120,386	138,280	78%	129,333	(8,947)		(8,947)
B22-085	98,612	94,000	4,612	85,517	98,612	91%	89,713	(8,899)		(8,899)

See Independent Accountants' Audit Report.

MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
DECEMBER 31, 2022

Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
B22-086	96,619	80,000	16,619	43,499	54,742	54%	52,535	(2,207)		(2,207)
B22-088	109,644	118,000	(8,356)	92,119	100,000	78%	85,596	(16,237)		(16,237)
B22-090	656,500	560,000	96,500	468,705	656,500	84%	549,473	(107,027)		(107,027)
B22-092	195,063	180,000	15,063	144,618	176,315	80%	156,720	(19,595)		(19,595)
B22-095	679,600	615,000	64,600	394,196	573,350	64%	435,603	(137,747)		(137,747)
B22-096	917,411	790,000	127,411	429,351	459,239	54%	498,597	39,358	39,358	
B22-098	210,718	179,000	31,718	135,746	157,077	76%	159,800	2,723	2,723	
B22-100	72,564	62,000	10,564	56,965	70,551	92%	66,671	(3,880)		(3,880)
B22-103	368,316	335,000	33,316	256,025	268,275	76%	281,487	13,212	13,212	
B22-104	197,914	161,000	36,914	148,863	165,914	92%	182,994	17,080	17,080	
B22-105	143,502	125,000	18,502	68,032	103,002	54%	78,102	(24,900)		(24,900)
B22-106	16,900	12,500	4,400	5,461	16,900	44%	7,383	(9,517)		(9,517)
B22-107	96,483	90,000	6,483	12,077	18,000	13%	12,947	(5,053)		(5,053)
B22-108	61,000	54,551	6,449	51,951	61,000	95%	58,093	(2,907)		(2,907)
B22-110	540,741	499,000	41,741	340,661	250,233	68%	369,157	118,924	118,924	
B22-111	254,331	215,000	39,331	48,563	39,617	23%	57,447	17,830	17,830	
B22-112	93,400	84,000	9,400	72,003	86,500	86%	80,060	(6,440)		(6,440)
B22-113	84,166	73,000	11,166	60,553	84,166	83%	69,815	(14,351)		(14,351)
B22-114	222,051	181,000	41,051	83,398	135,275	46%	102,313	(32,962)		(32,962)
B22-115	258,354	228,000	30,354	8,294		4%	9,398	9,398	9,398	
B22-118	80,679	70,402	10,277	65,371	80,679	93%	74,914	(5,765)		(5,765)
B22-119	200,528	171,000	29,528	102,953	128,557	60%	120,731	(7,826)		(7,826)
B22-120	13,847	10,750	3,097	10,450	13,500	97%	13,461	(39)		(39)
B22-121	368,005	335,000	33,005	182,389	203,700	54%	200,358	(3,342)		(3,342)
B22-122	181,327	155,000	26,327	36,320	99,500	23%	42,489	(57,011)		(57,011)
B22-124	525,000	440,000	85,000	1,488		0%	1,775	1,775	1,775	
B22-125	62,400	52,000	10,400	24,600	28,900	47%	29,520	620	620	
B22-127	6,089	5,095	994		6,089	0%	0	(6,089)		(6,089)
LA22-002	77,000	69,000	8,000	62,318	44,100	90%	69,543	25,443	25,443	
LA22-003	102,318	94,937	7,381	92,646	102,318	98%	99,849	(2,469)		(2,469)
LA22-004	92,089	88,336	3,753	83,456	92,089	94%	87,002	(5,087)		(5,087)
LA22-005	55,092	44,000	11,092	31,712	45,092	72%	39,706	(5,386)		(5,386)
LA22-006	36,667	35,000	1,667	31,565	36,667	90%	33,068	(3,599)		(3,599)
LA22-007	517,051	395,000	122,051	263,633	517,051	67%	345,093	(171,958)		(171,958)
LA22-008	96,000	112,182	(16,182)	112,182	96,000	100%	96,000	0		0
LA22-011	32,300	40,300	(8,000)	37,382	32,300	93%	29,961	(2,918)		(2,918)
NY22001	1,518,919	1,071,000	447,919	1,059,064	1,518,919	99%	1,501,991	(16,928)		(16,928)
NY22003	248,519	161,726	86,793	170,742	145,543	100%	248,519	102,976	102,976	
NY22009	33,318	28,224	5,094	25,563	29,900	91%	30,176	276	276	
NY22011	176,672	150,770	25,902	84,139	126,806	56%	98,594	(28,212)		(28,212)
NY22012	379,075	320,000	59,075	106,790	72,072	33%	126,504	54,433	54,433	
NY22013	376,914	257,219	119,695	223,615	357,128	87%	327,672	(29,456)		(29,456)
NY22014	356,876	320,000	36,876	181,872	184,105	57%	202,830	18,725	18,725	
NY22015	21,500	25,221	(3,721)	5,846	9,000	23%	4,984	(6,875)		(6,875)
NY22016	126,087	86,412	39,675	75,728	116,401	88%	110,498	(5,903)		(5,903)
NY22017	27,030	23,091	3,939	3,430	6,500	15%	4,015	(2,485)		(2,485)
NY22018	39,480	21,255	18,225	6,478	11,500	30%	12,033	533	533	
NY22019	404,770	321,013	83,757	158,949	360,938	50%	200,421	(160,517)		(160,517)
NY22020	11,500	8,838	2,662	6,543	6,650	74%	8,514	1,864	1,864	
NY22022	5,200	4,465	735		5,200	0%	0	(5,200)		(5,200)
NY22024	58,595	58,483	112		1,000	0%	0	(1,000)		(1,000)
NY22025	37,626	30,476	7,150	4,000	6,543	13%	4,938	(1,605)		(1,605)
NY22026	31,087	20,242	10,845	333	13,500	2%	511	(12,989)		(12,989)
NY22028	77,500	50,950	26,550	30,000	57,000	59%	45,633	(11,367)		(11,367)
NY22029	153,823	104,639	49,184	98,026	117,551	94%	144,102	26,551	26,551	
F21007	7,500	6,522	978	2,535	7,500	39%	2,916	(4,584)		(4,584)
F21008	1,080,023	2,050,000	(969,977)	1,578,727	956,709	77%	831,737	(347,959)		(347,959)

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MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
DECEMBER 31, 2022

Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
F21012	110,161	81,409	28,752	70,679	110,161	87%	95,640	(14,521)		(14,521)
F21013	2,763,332	3,150,000	(386,668)	2,425,210	2,312,182	77%	2,127,511	(273,640)		(273,640)
F22001	395,261	455,292	(60,031)	530,181	351,406	100%	395,261	118,744	118,744	
F22002	289,019	290,393	(1,374)	228,000	274,567	79%	226,921	(47,941)		(47,941)
F22003	234,645	150,000	84,645	124,827	234,645	83%	195,267	(39,378)		(39,378)
F22004	106,947	101,468	5,479	87,682	94,725	86%	92,417	(2,308)		(2,308)
F22007	106,170	98,264	7,906	8,687	6,500	9%	9,386	2,886	2,886	
F22009	124,625	105,055	19,570	30,638	40,063	29%	36,345	(3,718)		(3,718)
F22011	44,444	32,599	11,845	29,349	44,444	90%	40,013	(4,431)		(4,431)
F22012	172,100	160,000	12,100	883		1%	950	950	950	
F22013	294,780	230,000	64,780	81,333	144,800	35%	104,241	(40,559)		(40,559)
F22016	166,922	107,771	59,151	73,669	120,975	68%	114,103	(6,872)		(6,872)
F22018	26,750	24,000	2,750	3,195		13%	3,561	3,561	3,561	
F22019	40,000	32,000	8,000	26,400	40,000	83%	33,000	(7,000)		(7,000)
F22020	815,068	700,000	115,068	7,487	88,592	1%	8,718	(79,874)		(79,874)
F22023	6,500	9,000	(2,500)	4,195		47%	3,030	1,695	1,695	
F22024	782,070	700,000	82,070	86,983		12%	97,181	97,181	97,181	
F22025	161,241	140,000	21,241	73,218	93,100	52%	84,327	(8,773)		(8,773)
F22027	949,893	673,467	276,426	37,834		6%	53,363	53,363	53,363	
F22028	5,000	3,368	1,632	592	5,000	18%	879	(4,121)		(4,121)
20009	51,369	41,855	9,514	41,855	31,813	100%	51,369	19,556	19,556	
20089	883,785	736,087	147,698	288,398	379,770	39%	346,266	(33,504)		(33,504)
20095	422,824	372,411	50,413	348,972	416,072	94%	396,212	(19,860)		(19,860)
21012	217,288	153,197	64,091	152,770	206,016	100%	216,682	10,666	10,666	
21054	2,345,989	1,985,678	360,311	1,496,131	1,717,410	75%	1,767,611	50,201	50,201	
21066	631,582	442,018	189,564	425,461	615,495	96%	607,924	(7,571)		(7,571)
21073	415,932	299,282	116,650	299,282	408,767	100%	415,931	7,164	7,164	
21075	1,013,317	976,000	37,317	953,112	1,013,317	98%	989,554	(23,763)		(23,763)
21092	27,480	23,895	3,585		2,441	0%	0	(2,441)		(2,441)
21094	2,929,154	3,050,000	(120,846)	2,901,286	2,727,216	95%	2,786,332	53,224	53,224	
21112	210,406	166,705	43,701	158,948	183,374	95%	200,615	17,241	17,241	
21113	1,060,255	883,054	177,201	883,054	1,041,423	100%	1,060,255	18,832	18,832	
21120	1,050,529	925,000	125,529	909,122	1,050,529	98%	1,032,496	(18,033)		(18,033)
21155	1,250,830	738,016	512,814	584,923	1,074,935	79%	991,359	(83,576)		(83,576)
21157	1,173,695	900,000	273,695	815,182	1,063,695	91%	1,063,083	(612)		(612)
21171	1,366,691	1,100,954	265,737	1,061,972	1,185,748	96%	1,318,300	132,552	132,552	
21173	175,305	132,176	43,129	56,141	123,233	42%	74,460	(48,773)		(48,773)
21180	338,401	286,724	51,677	269,757	265,709	94%	318,376	52,667	52,667	
21184	507,391	414,146	93,245	357,241	473,989	86%	437,674	(36,315)		(36,315)
21186	7,359,613	7,196,855	162,758	6,294,674	6,792,318	87%	6,437,029	(355,289)		(355,289)
22002	1,038,156	895,740	142,416	168,373	132,477	19%	195,143	62,666	62,666	
22018	13,500	11,000	2,500		13,500	0%	0	(13,500)		(13,500)
22035	155,074	132,000	23,074	123,675	151,274	94%	145,294	(5,980)		(5,980)
22036	147,549	52,923	94,626	52,923	143,268	100%	147,548	4,280	4,280	
22039	350,770	280,000	70,770	276,174	347,417	99%	345,977	(1,440)		(1,440)
22040	241,481	192,304	49,177	184,449	201,599	96%	231,617	30,018	30,018	
22041	1,014,885	865,250	149,635	139,711	29,234	16%	163,873	134,639	134,639	
22042	149,753	95,950	53,803	88,321	155,566	92%	137,845	(17,721)		(17,721)
22046	56,272	52,910	3,362	49,175	56,272	93%	52,299	(3,973)		(3,973)
22048	199,519	159,000	40,519	140,277	183,853	88%	176,025	(7,828)		(7,828)
22049	235,805	176,000	59,805	141,581	220,023	80%	189,691	(30,332)		(30,332)
22050	364,099	314,000	50,099	174,495	342,848	56%	202,336	(140,512)		(140,512)
22051	72,696	50,818	21,878	49,318	72,696	97%	70,550	(2,146)		(2,146)
22053	34,213	27,300	6,913	25,856	30,830	95%	32,404	1,574	1,574	
22057	126,600	112,000	14,600	101,883	126,600	91%	115,165	(11,435)		(11,435)
22058	104,520	62,770	41,750	57,868	104,520	92%	96,358	(8,162)		(8,162)
22059	10,116	5,797	4,319	4,576	10,116	79%	7,985	(2,131)		(2,131)

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MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
DECEMBER 31, 2022

Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
22060	133,752	94,000	39,752	92,742	133,752	99%	131,962	(1,790)		(1,790)
22063	388,219	300,000	88,219	50,320	196,279	17%	65,118	(131,161)		(131,161)
22064	9,000	4,342	4,658	3,778	9,000	87%	7,830	(1,170)		(1,170)
22065	103,300	93,322	9,978	82,852	97,975	89%	91,711	(6,264)		(6,264)
22066	1,536,156	1,351,011	185,145	99,651	58,174	7%	113,307	55,133	55,133	
22067	868,329	755,652	112,677	566,998	582,850	75%	651,544	68,694	68,694	
22068	151,235	117,931	33,304	113,170	137,781	96%	145,129	7,348	7,348	
22070	120,263	133,504	(13,241)	123,748	117,723	93%	111,474	(7,216)		(7,216)
22071	28,000	23,845	4,155	14,009	28,000	59%	16,450	(11,550)		(11,550)
22072	61,500	53,680	7,820	254		0%	291	291	291	
22073	75,332	62,000	13,332	61,069	75,332	98%	74,201	(1,131)		(1,131)
22074	22,850	13,558	9,292	5,351	22,850	39%	9,018	(13,832)		(13,832)
22077	3,502	1,696	1,806	932	3,360	55%	1,924	(1,436)		(1,436)
22078	1,423,502	1,191,165	232,337	40,072	43,200	3%	47,888	4,688	4,688	
22080	30,572	19,059	11,513	15,185	27,055	80%	24,358	(2,697)		(2,697)
22081	59,800	52,000	7,800	78		0%	90	90	90	
22082	168,933	143,444	25,489	107,342	126,186	75%	126,416	230	230	
22083	12,000	12,411	(411)	9,000	11,600	73%	8,702	(3,011)		(3,011)
22086	8,800	5,913	2,887	360		6%	536	536	536	
22087	48,251	44,340	3,911	18,403	10,800	42%	20,026	9,226	9,226	
22088	30,348	8,750	21,598	8,033	11,500	92%	27,863	16,363	16,363	
22089	125,500	100,884	24,616	87,549	125,500	87%	108,911	(16,589)		(16,589)
22090	75,340	53,334	22,006	51,785	75,340	97%	73,152	(2,188)		(2,188)
22091	24,050	17,343	6,707	16,109	24,050	93%	22,339	(1,711)		(1,711)
22094	1,311,187	1,122,660	188,527	39,911	43,200	4%	46,613	3,413	3,413	
22097	61,382	51,043	10,339	22,486	35,132	44%	27,041	(8,091)		(8,091)
22099	32,900	25,265	7,635	11,265	32,900	45%	14,669	(18,231)		(18,231)
22100	88,888	83,860	5,028	76,595	88,888	91%	81,187	(7,701)		(7,701)
22102	8,490	7,122	1,368	6,061	8,490	85%	7,226	(1,264)		(1,264)
22103	34,900	30,086	4,814	5,668	5,470	19%	6,574	1,104	1,104	
22104	1,000	862	138	100	1,000	12%	116	(884)		(884)
22105	3,600	3,103	497	1,200	3,600	39%	1,392	(2,208)		(2,208)
22106	1,021,874	880,925	140,949		164,281	0%	0	(164,281)		(164,281)
22107	108,900	103,181	5,719	63,496	93,770	62%	67,015	(26,755)		(26,755)
22108	815,335	698,650	116,685	85,296	103,875	12%	99,542	(4,333)		(4,333)
22109	78,627	51,680	26,947	36,312	52,013	70%	55,246	3,233	3,233	
22110	22,500	20,118	2,382	2,229	22,500	11%	2,493	(20,007)		(20,007)
22111	13,826	3,702	10,124	1,824		49%	6,812	6,812	6,812	
22112	167,670	164,600	3,070	137,931	123,888	84%	140,504	16,616	16,616	
22114	17,750	14,987	2,763	11,094	16,250	74%	13,139	(3,111)		(3,111)
22115	74,000	63,575	10,425	1,395	1,700	2%	1,623	(77)		(77)
22116	237,926	223,780	14,146	152,995	165,713	68%	162,666	(3,047)		(3,047)
22117	21,722	13,450	8,272	12,255	21,722	91%	19,792	(1,930)		(1,930)
22118	10,323	5,747	4,576	3,393	3,423	59%	6,095	2,672	2,672	
22119	126,200	108,420	17,780	94,962	64,268	88%	110,535	46,267	46,267	
22120	172,391	146,651	25,740	27,129	22,500	18%	31,891	9,391	9,391	
22122	250,225	214,850	35,375	591		0%	689	689	689	
22123	46,515	40,265	6,250	6,572	23,257	16%	7,592	(15,665)		(15,665)
22125	36,408	30,999	5,409	7,171	11,980	23%	8,422	(3,558)		(3,558)
22126	58,272	51,379	6,893	4,521	18,650	9%	5,127	(13,523)		(13,523)
22127	1,900	1,632	268	1,230	1,900	75%	1,432	(468)		(468)
22128	91,250	78,400	12,850	2,960	11,250	4%	3,446	(7,804)		(7,804)
22130	7,775	4,334	3,441	2,970		69%	5,327	5,327	5,327	
22132	11,890	10,225	1,665	180		2%	209	209	209	
22133	146,900	106,583	40,317	323		0%	445	445	445	
22134	43,500	14,468	29,032	826	8,530	6%	2,485	(6,045)		(6,045)
NSH21002	656,951	615,973	40,978	599,991	656,951	97%	639,906	(17,045)		(17,045)

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MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
DECEMBER 31, 2022

Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
RDS21021	9,610	16,951	(7,341)	16,951	5,856	100%	9,610	3,754	3,754	
RDS21035	1,183	971	212	971	891	100%	1,183	292	292	
RDS21040	1,615	2,157	(542)	1,277	400	59%	956	335	335	
RDS21052	2,456	2,004	452	1,692	2,507	84%	2,074	(433)		(433)
RDS21053	2,657	1,836	821	1,272	1,703	69%	1,841	138	138	
RDS22002	219,242	165,000	54,242	150,900	217,907	91%	200,507	(17,400)		(17,400)
RDS22006	12,718	8,675	4,043	7,013	10,960	81%	10,281	(679)		(679)
RDS22008	60,741	59,138	1,603	56,334	57,315	95%	57,861	546	546	
RDS22022	874	910	(36)	472	874	52%	453	(438)		(438)
RDS22028	17,025	10,552	6,473	9,679	10,148	92%	15,616	5,468	5,468	
RDS22034	21,513	15,152	6,361	14,812	21,513	98%	21,030	(483)		(483)
RDS22038	1,463	1,789	(326)	1,253	1,116	70%	1,025	(189)		(189)
RDS22039	17,615	13,929	3,686	10,492	14,336	75%	13,268	(1,068)		(1,068)
RDS22059	690	643	47	447	390	70%	480	90	90	
RDS22071	1,185	484	701	300	1,185	62%	735	(450)		(450)
RDS22078	13,025	9,004	4,021	8,697	13,025	97%	12,581	(444)		(444)
RDS22086	1,954	1,453	501	1,169	1,954	80%	1,572	(382)		(382)
RDS22087	5,182	3,205	1,977	2,761	5,182	86%	4,464	(718)		(718)
RDS22093	8,597	4,993	3,604	4,709	6,203	94%	8,108	1,905	1,905	
RDS22097	4,641	2,967	1,674	2,263	4,815	76%	3,540	(1,275)		(1,275)
RDS22098	2,100	1,568	532	1,568	1,390	100%	2,100	710	710	
RDS22105	6,611	7,002	(391)	6,002	6,611	86%	5,667	(1,000)		(1,000)
RDS22109	9,321	7,690	1,631	6,745	7,248	88%	8,176	928	928	
RDS22110	990	1,415	(425)	888		63%	621	463	463	
RDS22114	4,188	2,906	1,282	704	344	24%	1,015	671	671	
RDS22115	6,991	7,649	(658)	3,331	727	44%	3,044	1,946	1,946	
RDS22117	1,458	1,205	253	657	342	55%	795	453	453	
RDS22118	1,877	2,440	(563)	2,014	1,863	83%	1,549	(412)		(412)
RDS22122	1,003	1,242	(239)	637	265	51%	514	133	133	
RDS22124	4,015	4,170	(155)	1,522	934	36%	1,465	433	433	
RDS22145	2,532	2,600	(68)	2,600	615	100%	2,532	1,917	1,917	
RDS22156	8,445	5,779	2,666	5,778	7,971	100%	8,444	473	473	
RDS22165	124,118	85,941	38,177	78,219	120,536	91%	112,966	(7,570)		(7,570)
RDS22169	72,041	41,372	30,669	40,047	72,041	97%	69,734	(2,307)		(2,307)
RDS22170	2,550	1,996	554	564	240	28%	721	481	481	
RDS22177	1,805	1,395	410	1,395	1,434	100%	1,805	371	371	
RDS22179	3,540	2,516	1,024	188		7%	265	265	265	
RDS22181	6,774	9,663	(2,889)	7,189	6,774	74%	5,040	(2,474)		(2,474)
RDS22191	2,828	2,148	680	1,536	386	72%	2,022	1,636	1,636	
RDS22193	1,800	1,285	515	340		26%	476	476	476	
RDS22194	1,379	891	488	356		40%	551	551	551	
RDS22196	2,722	1,846	876	1,831	876	99%	2,700	1,824	1,824	
RDS22199	1,392	618	774	618	1,130	100%	1,392	262	262	
RDS22203	1,300	920	380	844	702	92%	1,193	491	491	
RDS22205	2,085	1,850	235	176	450	10%	198	(252)		(252)
RDS22206	2,414	2,105	309	1,586	2,414	75%	1,819	(595)		(595)
RDS22007	5,555	4,500	1,055	1,041	3,720	23%	1,285	(2,435)		(2,435)
FS20001	45,995	25,666	20,329	25,039	44,536	98%	44,871	335	335	
FS20010	5,797	2,296	3,501	2,141	4,951	93%	5,406	455	455	
FS20012	22,803	8,582	14,221	8,113	19,986	95%	21,557	1,571	1,571	
FS21037	126,064	119,427	6,637	95,211	97,893	80%	100,502	2,609	2,609	
FS21040	2,188	811	1,377	700	1,741	86%	1,889	148	148	
FS22002	24,931	10,888	14,043	12,009	23,723	100%	24,931	1,208	1,208	
FS22006	105,422	34,416	71,006	21,161	87,330	61%	64,820	(22,510)		(22,510)
FS22008	7,335	4,732	2,603	4,468	7,335	94%	6,926	(409)		(409)
FS22012	7,067	392	6,675	211	7,067	54%	3,804	(3,263)		(3,263)
FS22014	73,314	55,193	18,121	26,152	8,090	47%	34,738	26,648	26,648	

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MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
DECEMBER 31, 2022

Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
FS22015	17,185	7,100	10,085	6,191	10,247	87%	14,985	4,738	4,738	
FS22023	3,811	1,011	2,800	629	2,195	62%	2,371	176	176	
FS22025	28,576	12,175	16,401	7,180	10,742	59%	16,852	6,110	6,110	
FS22029	9,252	3,477	5,775	2,995	5,216	86%	7,969	2,753	2,753	
FS22030	54,252	55,840	(1,588)	47,941	54,252	86%	46,578	(7,899)		(7,899)
FS22039	32,398	15,788	16,610	10,676	17,883	68%	21,908	4,025	4,025	
FS22050	7,900	1,921	5,979	1,765	7,900	92%	7,258	(642)		(642)
FS22051	131,060	153,676	(22,616)	151,047	131,060	98%	128,818	(2,629)		(2,629)
FS22062	2,939	4,227	(1,288)	968	300	23%	673	(620)		(620)
FS22071	34,806	28,878	5,928	24,151	27,932	84%	29,109	1,177	1,177	
FS22072	325,074	280,000	45,074	6,506		2%	7,553	7,553	7,553	
FS22076	4,972	1,676	3,296	586	1,372	35%	1,738	366	366	
FS22082	51,850	42,187	9,663	40,012	51,850	95%	49,177	(2,673)		(2,673)
FS22088	25,400	19,693	5,707	11,231	25,400	57%	14,486	(10,914)		(10,914)
FS22090	15,125	8,803	6,322	8,724	15,125	99%	14,989	(136)		(136)
FS22093	52,687	24,460	28,227	14,392	24,076	59%	31,000	6,924	6,924	
FS22099	128,700	94,277	34,423	23,924	88,960	25%	32,659	(56,301)		(56,301)
FS22101	5,489	1,963	3,526	1,963	2,370	100%	5,489	3,119	3,119	
FS22105	2,525	618	1,907	618		100%	2,525	2,525	2,525	
FS22109	77,770	70,000	7,770	13,509	20,188	19%	15,008	(5,180)		(5,180)
FS22110	70,700	69,187	1,513	1,418		2%	1,449	1,449	1,449	
FS22116	6,992	7,699	(707)	6,101	440	79%	5,541	4,954	4,954	
FS22117	1,390	847	543	665	795	79%	1,091	296	296	
FS22121	5,082	4,360	722	4,796		100%	5,082	5,082	5,082	
FS22122	16,000	13,000	3,000	1,596		12%	1,964	1,964	1,964	
FS22124	1,405	422	983	422		100%	1,405	1,405	1,405	
FS22125	2,665	778	1,887	565		73%	1,935	1,935	1,935	
FS22126	1,140	422	718	422		100%	1,140	1,140	1,140	
FS22127	140,000	135,000	5,000	7,851		6%	8,142	8,142	8,142	
FS22130	1,400	806	594	49		6%	85	85	85	
NSHS22053	52,807	42,597	10,210	42,597	52,117	100%	52,807	690	690	
NSHS22086	27,748	17,154	10,594	16,983	27,748	99%	27,471	(277)		(277)
NSHS22088	275,427	218,458	56,969	203,406	275,427	93%	256,450	(18,977)		(18,977)
NSHS22110	16,874	6,614	10,260	446		7%	1,138	1,138	1,138	
LIS22003	265,000	210,322	54,678	155,507	222,663	74%	195,935	(26,728)		(26,728)
LIS22004	5,166	5,357	(191)	3,083	4,345	58%	2,973	(1,453)		(1,453)
LIS22005	672	469	203	327	480	70%	469	(11)		(11)
LIS22007	181,609	144,223	37,386	107,131	112,789	74%	134,902	22,113	22,113	
LIS22012	2,173	2,211	(38)	1,723	2,173	78%	1,693	(488)		(488)
LIS22013	8,588	6,061	2,527	1,029	560	17%	1,458	898	898	
LIS22019	24,558	6,360	18,198	5,518	24,558	87%	21,307	(3,251)		(3,251)
LIS22023	21,875	6,765	15,110	5,923	21,875	88%	19,152	(2,723)		(2,723)
LIS22025	4,568	3,303	1,265	2,031	4,568	61%	2,809	(1,759)		(1,759)
LIS22030	149,700	133,461	16,239	127,765	149,700	96%	143,311	(6,389)		(6,389)
LIS22032	4,930	4,061	869	3,085	3,642	76%	3,745	103	103	
LIS22035	30,600	29,057	1,543	23,759	30,600	82%	25,021	(5,579)		(5,579)
LIS22036	25,560	18,785	6,775	18,062	25,560	96%	24,576	(984)		(984)
LIS22038	1,802	2,398	(596)	1,464	1,802	61%	1,100	(934)		(934)
LIS22039	2,325	3,023	(698)	1,857	2,325	61%	1,428	(1,166)		(1,166)
LIS22040	100,000	67,922	32,078	63,874	82,190	94%	94,040	11,850	11,850	
LIS22042	2,446	1,889	557	1,161	2,446	61%	1,503	(943)		(943)
LIS22046	37,000	32,222	4,778	21,418	12,843	66%	24,594	11,751	11,751	
LIS22052	18,521	10,159	8,362	952	3,900	9%	1,736	(2,164)		(2,164)
LIS22053	32,000	27,123	4,877	11,745	12,400	43%	13,857	1,457	1,457	
LIS22055	7,500	6,575	925	6,575	1,032	100%	7,500	6,468	6,468	
WS22009	12,222	8,065	4,157	4,553	6,890	56%	6,900	10	10	
WS22042	38,000	37,869	131	31,679	2,781	84%	31,789	29,008	29,008	

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MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
DECEMBER 31, 2022

Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
WS22059	7,400	2,783	4,617	1,203	7,400	43%	3,199	(4,201)		(4,201)
WS22066	7,241	3,737	3,504	1,586	3,581	42%	3,073	(508)		(508)
WS22083	1,899	1,178	721	413	722	35%	666	(56)		(56)
WS22097	1,438	1,590	(152)	936	1,323	59%	847	(539)		(539)
WS22127	4,261	3,333	928	2,781	1,764	83%	3,555		1,791	
WS22160	28,000	33,626	(5,626)	45,364		100%	28,000	39,738		39,738
WS22163	93,410	72,284	21,126	60,659		84%	78,387	78,387		78,387
WS22170	6,831	1,084	5,747	161		15%	1,015	1,015	1,015	
S20034	34,711	16,125	18,586	15,414	34,711	96%	33,180	(1,531)		(1,531)
S20102	62,298	30,916	31,382	28,022	57,837	91%	56,466	(1,371)		(1,371)
S20167	45,563	26,049	19,514	17,075	30,043	66%	29,866	(177)		(177)
S20173	36,250	35,347	903	32,581	36,250	92%	33,413	(2,837)		(2,837)
S20201	1,008,023	755,000	253,023	540,381	795,641	72%	721,479	(74,162)		(74,162)
S20208	146,117	83,954	62,163	76,775	134,128	91%	133,622	(506)		(506)
S20225	231,215	185,975	45,240	157,715	200,268	85%	196,081	(4,187)		(4,187)
S21063	52,271	35,613	16,658	30,421	45,416	85%	44,650	(766)		(766)
S21092	767,432	610,000	157,432	528,142	590,786	87%	664,448	73,662	73,662	
S21105	140,636	146,180	(5,544)	139,534	133,214	95%	134,242	776	776	
S21107	112,994	66,425	46,569	50,342	85,357	76%	85,636	279	279	
S21111	130,000	121,113	8,887	107,221	106,285	89%	115,089	8,804	8,804	
S21182	21,995	18,831	3,164	18,831	8,406	100%	21,995	13,589	13,589	
S21225	128,673	103,111	25,562	100,536	128,673	98%	125,460	(3,213)		(3,213)
S21236	124,775	97,944	26,831	97,944	124,775	100%	124,775	0		
S21237	861,300	760,000	101,300	726,042	841,350	96%	822,816	(18,534)		(18,534)
S21255	16,401	11,000	5,401	7,475	16,038	68%	11,145	(4,893)		(4,893)
S21281	38,607	5,580	33,027	29,270	31,845	100%	38,607	6,762	6,762	
S21285	328,587	80,000	248,587	47,581	272,903	59%	195,431	(77,472)		(77,472)
S21288	141,281	123,069	18,212	116,091	134,638	94%	133,270	(1,368)		(1,368)
S21289	130,468	98,280	32,188	95,520	129,618	97%	126,804	(2,814)		(2,814)
S21290	165,719	136,206	29,513	70,321	92,946	52%	85,558	(7,388)		(7,388)
S21293	25,675	18,358	7,317	13,265	19,878	72%	18,552	(1,326)		(1,326)
S21294	201,058	158,297	42,761	135,819	177,971	86%	172,508	(5,463)		(5,463)
S21295	171,555	179,379	(7,824)	167,588	149,819	93%	160,278	9,945	9,945	
S21296	157,799	92,167	65,632	84,064	73,699	91%	143,926	70,227	70,227	
S21297	20,662	17,741	2,921	17,356	20,662	98%	20,214	(448)		(448)
S21302	111,380	87,389	23,991	71,458	90,737	82%	91,075	338	338	
S21305	117,860	69,357	48,503	58,810	100,893	85%	99,937	(956)		(956)
S21315	21,251	14,581	6,670	9,282	13,943	64%	13,528	(415)		(415)
S21318	6,076	4,648	1,428	4,223	5,778	91%	5,520	(258)		(258)
S21323	47,113	35,839	11,274	34,534	45,084	96%	45,397	313	313	
S21324	45,851	31,531	14,320	30,531	45,613	97%	44,397	(1,216)		(1,216)
S21329	25,291	26,170	(879)	14,813	19,017	57%	14,315	(5,083)		(5,083)
S21334	8,989	10,428	(1,439)	628	670	6%	541	(1,481)		(1,481)
S21337	12,954	10,830	2,124	10,599	12,731	98%	12,678	(53)		(53)
S21338	1,952	874	1,078	647	747	74%	1,445	698	698	
S21339	87,356	49,180	38,176	46,849	86,769	95%	83,216	(3,553)		(3,553)
S21344	90,000	65,814	24,186	62,278	37,280	95%	85,165	47,885	47,885	
S21345	7,872	6,789	1,083	6,241	7,872	92%	7,237	(635)		(635)
S21348	78,933	50,600	28,333	33,164	56,092	66%	51,734	(4,358)		(4,358)
S21354	104,318	57,365	46,953	7,560	2,002	13%	13,748	11,746	11,746	
S22001	12,339	9,407	2,932	9,215	19,939	98%	12,087	(7,852)		(7,852)
S22002	300,000	298,392	1,608	297,075	245,016	100%	298,676	53,660	53,660	
S22003	399,811	213,545	186,266	212,043	382,379	99%	396,999	14,620	14,620	
S22004	114,614	88,617	25,997	84,965	82,278	96%	109,891	27,613	27,613	
S22005	51,768	36,916	14,852	36,436	45,721	99%	51,095	5,374	5,374	
S22010	176,035	108,384	67,651	108,144	175,234	100%	175,645	411	411	
S22114	77,823	60,101	17,722	58,968	76,522	98%	76,356	(166)		(166)

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MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
DECEMBER 31, 2022

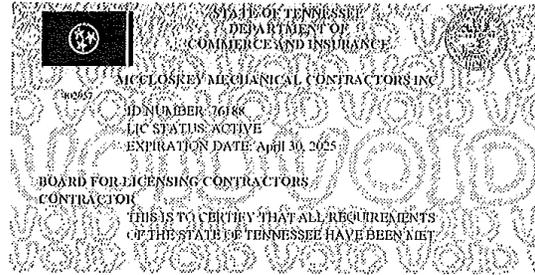
Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
S22015	1,093	4,721	(3,628)	576	795	12%	133	(3,847)		(3,847)
S22018	2,982	2,031	951	2,030	2,808	100%	2,981	173	173	
S22020	45,634	27,826	17,808	25,835	29,533	93%	42,369	12,836	12,836	
S22026	145,918	112,000	33,918	129,045	119,292	100%	145,918	26,626	26,626	
S22027	5,805	4,529	1,276	2,711	4,032	60%	3,475	(557)		(557)
S22032	217,244	127,988	89,256	127,173	209,010	99%	215,861	6,851	6,851	
S22034	28,041	10,815	17,226	10,334	20,123	96%	26,794	6,671	6,671	
S22035	9,011	7,805	1,206	7,631	9,011	98%	8,810	(201)		(201)
S22038	28,745	16,628	12,117	16,628	28,128	100%	28,745	617	617	
S22041	68,117	53,297	14,820	40,691	42,517	76%	52,006	9,489	9,489	
S22050	13,772	9,093	4,679	8,353	7,249	92%	12,651	5,402	5,402	
S22066	89,289	59,276	30,013	35,248	50,375	59%	53,095	2,720	2,720	
S22069	333,146	204,000	129,146	193,261	324,146	95%	315,608	(8,538)		(8,538)
S22070	23,282	21,808	1,474	20,328	21,044	93%	21,702	658	658	
S22080	17,891	6,788	11,103	6,534	17,891	96%	17,222	(669)		(669)
S22081	12,881	9,777	3,104	8,961	11,950	92%	11,806	(144)		(144)
S22090	37,047	21,750	15,297	21,519	36,898	99%	36,654	(244)		(244)
S22092	519,933	360,000	159,933	346,052	503,017	96%	499,788	(3,229)		(3,229)
S22094	144,531	93,113	51,418	86,798	143,531	93%	134,729	(8,802)		(8,802)
S22101	645,000	450,000	195,000	298,644	349,072	66%	428,056	78,984	78,984	
S22104	349,000	325,000	24,000	60,323	33,750	19%	64,778	31,028	31,028	
S22106	118,904	75,000	43,904	66,592	97,245	89%	105,574	8,329	8,329	
S22108	33,585	18,623	14,962	16,286	24,213	87%	29,370	5,157	5,157	
S22109	4,314	2,874	1,440	2,874	2,999	100%	4,314	1,315	1,315	
S22118	23,682	23,639	43	5,397	19,105	23%	5,407	(13,698)		(13,698)
S22123	355,497	245,000	110,497	180,962	317,772	74%	262,577	(55,195)		(55,195)
S22126	154,013	73,000	81,013	71,792	154,013	98%	151,464	(2,549)		(2,549)
S22141	1,100,156	915,000	185,156	903,707	995,000	99%	1,086,578	91,578	91,578	
S22145	28,900	33,000	(4,100)	11,393	446	35%	9,978	6,847	6,847	
S22148	5,031	2,523	2,508	2,138	5,031	85%	4,263	(768)		(768)
S22156	996,950	775,000	221,950	330,695	346,000	43%	425,402	79,402	79,402	
S22160	236,375	214,000	22,375	182,581	213,124	85%	201,671	(11,453)		(11,453)
S22162	51,811	45,282	6,529	21,546		48%	24,653	24,653	24,653	
S22165	300,000	250,000	50,000	178,761	71,800	72%	214,513	142,713	142,713	
S22171	30,896	25,936	4,960	22,391	23,451	86%	26,673	3,222	3,222	
S22175	297,725	250,000	47,725	235,894	265,000	94%	280,926	15,926	15,926	
S22183	35,536	30,779	4,757	9,995	12,891	32%	11,540	(1,351)		(1,351)
S22186	28,492	25,257	3,235	16,182	19,233	64%	18,255	(978)		(978)
S22188	22,323	18,000	4,323	10,884	21,874	60%	13,498	(8,376)		(8,376)
S22189	30,925	20,000	10,925	16,906	30,925	85%	26,141	(4,784)		(4,784)
S22192	233,808	165,000	68,808	88,367	132,483	54%	125,218	(7,265)		(7,265)
S22198	84,388	72,887	11,501	51,965	62,174	71%	60,165	(2,009)		(2,009)
S22202	65,312	42,000	23,312	32,048	56,021	76%	49,836	(6,185)		(6,185)
S22207	27,163	20,180	6,983	20,032	22,502	99%	26,964	4,462	4,462	
S22213	109,575	65,000	44,575	31,453	48,425	48%	53,022	4,597	4,597	
S22222	19,002	17,867	1,135	17,164	18,573	96%	18,254	(319)		(319)
S22232	125,771	103,893	21,878	103,693	124,668	100%	125,529	861	861	
S22240	75,359	68,000	7,359	56,253	64,006	83%	62,341	(1,665)		(1,665)
S22241	157,703	130,000	27,703	97,871	129,702	75%	118,727	(10,975)		(10,975)
S22242	90,000	68,330	21,670	5,316	6,550	8%	7,002	452	452	
S22248	13,966	14,126	(160)	13,281	13,966	94%	13,131	(845)		(845)
S22251	10,909	5,621	5,288	4,746	8,783	84%	9,211	428	428	
S22254	60,026	40,000	20,026	28,900	36,345	72%	43,369	7,024	7,024	
S22256	3,596	1,848	1,748	1,791	3,596	97%	3,485	(111)		(111)
S22257	16,656	5,823	10,833	5,823	12,156	100%	16,656	4,500	4,500	
S22258	53,784	49,606	4,178	39,429	43,501	79%	42,750	(751)		(751)
S22261	69,095	63,342	5,753	56,383	69,095	89%	61,504	(7,591)		(7,591)

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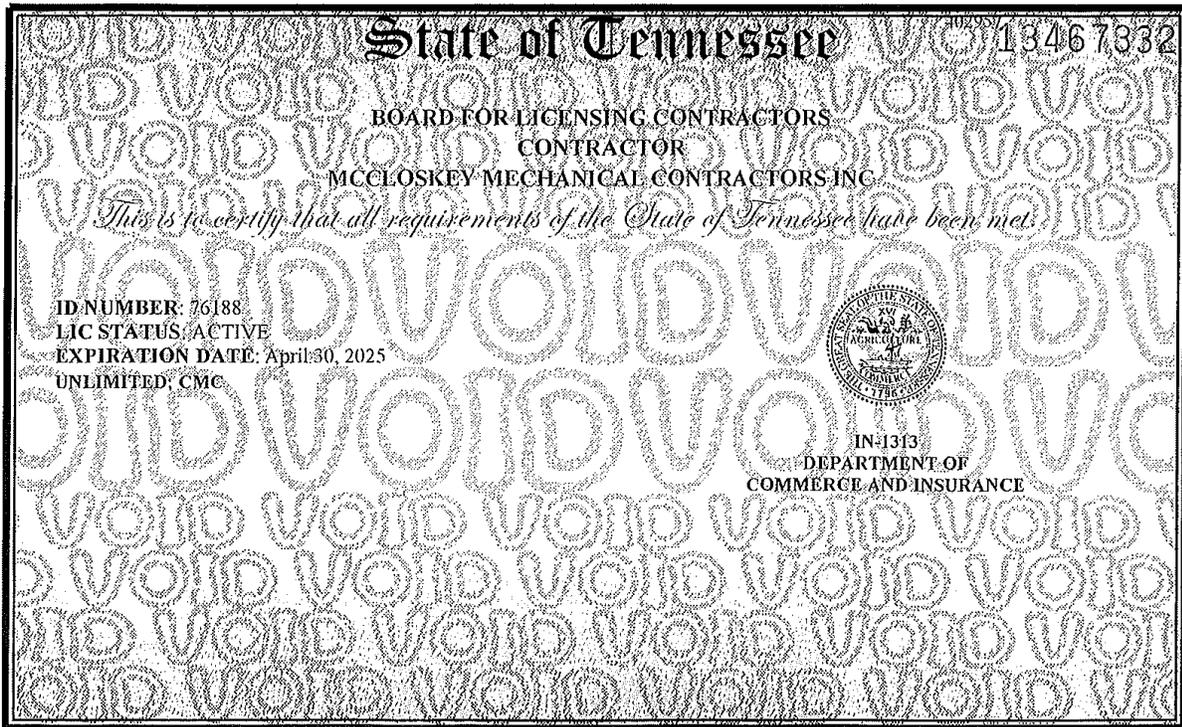
MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
DECEMBER 31, 2022

Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
S22263	28,874	23,903	4,971	18,501	17,512	77%	22,349	4,837	4,837	
S22270	5,267	2,701	2,566	1,091	1,965	40%	2,127	162	162	
S22725	511,016	450,000	61,016	2,500		1%	2,839	2,839	2,839	
S22278	308,699	271,620	37,079	165,086	196,175	61%	187,622	(8,553)		(8,553)
S22279	172,497	134,641	37,856	25,733	29,455	19%	32,968	3,513	3,513	
S22282	63,618	49,829	13,789	47,132	60,791	95%	60,175	(616)		(616)
S22284	4,512	2,488	2,024	2,488	2,882	100%	4,512	1,630	1,630	
S22286	9,739	6,914	2,825	5,640	7,775	82%	7,944	169	169	
S22295	8,605	8,853	(248)	6,271	5,666	71%	6,095	357	357	
S22300	125,284	82,000	43,284	23,566		29%	36,005	36,005	36,005	
S22304	102,851	35,000	67,851	34,571	102,851	99%	101,590	(1,261)		(1,261)
S22319	6,849	3,905	2,944	3,648	4,855	93%	6,398	1,543	1,543	
S22324	124,720	62,000	62,720	45,636	124,720	74%	91,802	(32,918)		(32,918)
S22327	16,849	12,451	4,398	1,531		12%	2,072	2,072	2,072	
S22331	219,000	160,000	59,000	31,833		20%	43,571	43,571	43,571	
S22340	9,225	7,285	1,940	6,877	8,852	94%	8,708	(144)		(144)
S22314	1,667	1,151	516	678	1,051	59%	982	(69)		(69)
S22347	168,266	123,141	45,125	43,765	49,027	36%	59,803	10,776	10,776	
S22348	36,779	22,869	13,910	14,717	16,369	64%	23,669	7,300	7,300	
S22350	5,641	3,622	2,019	2,268	305	63%	3,532	3,227	3,227	
S22358	99,256	75,000	24,256	43,395	52,145	58%	57,430	5,285	5,285	
S22359	45,161	30,000	15,161	14,939	26,097	50%	22,489	(3,608)		(3,608)
S22360	28,527	26,151	2,376	20,561	26,342	79%	22,429	(3,913)		(3,913)
S22361	11,071	27,208	(16,137)	1,842	4,297	7%	750	(18,592)		(18,592)
S22365	16,110	14,000	2,110	1,637		12%	1,884	1,884	1,884	
S22367	12,386	11,952	434	7,252	12,386	61%	7,515	(4,871)		(4,871)
S22373	175,000	130,445	44,555	54,449	41,585	42%	73,047	31,462	31,462	
S22375	37,075	30,171	6,904	4,561	9,565	15%	5,605	(3,960)		(3,960)
S22381	49,521	26,000	23,521	13,107	32,911	50%	24,964	(7,947)		(7,947)
S22383	11,000	5,091	5,909	3,191	3,342	63%	6,895	3,553	3,553	
S22385	1,384	877	507	602	1,384	69%	950	(434)		(434)
S22390	1,955,000	1,700,000	255,000	27,259	48,750	2%	31,348	(17,402)		(17,402)
S22392	4,000	1,416	2,584	1,416	750	100%	4,000	3,250	3,250	
S22393	910,000	780,000	130,000	11,307		1%	13,192	13,192	13,192	
S22395	15,078	9,684	5,394	8,158	13,792	84%	12,702	(1,090)		(1,090)
S22415	26,843	15,000	11,843	552	4,032	4%	988	(3,044)		(3,044)
S22417	11,659	8,167	3,492	7,951	11,659	97%	11,351	(308)		(308)
S22422	16,871	10,000	6,871	3,397	16,277	34%	5,731	(10,546)		(10,546)
S22426	34,050	28,000	6,050	4,800		17%	5,837	5,837	5,837	
S22427	25,216	18,000	7,216	7,745	19,337	43%	10,850	(8,487)		(8,487)
S22429	2,130	2,036	94	1,498	1,113	74%	1,567	454	454	
S22430	16,386	14,221	2,165	1,856	1,888	13%	2,139	251	251	
S22432	1,324	774	550	388	666	50%	664	(2)		(2)
S22433	13,715	7,906	5,809	3,100		39%	5,378	5,378	5,378	
S22434	14,302	9,000	5,302	6,286	8,502	70%	9,989	1,487	1,487	
S22436	32,162	24,000	8,162	8,810	32,162	37%	11,806	(20,356)		(20,356)
S22445	4,488	981	3,507	563	1,858	57%	2,576	718	718	
\$ 143,228,197	\$ 124,274,938	\$ 18,953,259	\$ 80,566,547	\$ 94,163,741			\$ 91,949,271	\$ (2,435,671)	\$ 4,251,529	\$ (6,687,201)

See Independent Accountants' Audit Report.



MCCLOSKEY MECHANICAL CONTRACTORS INC
 445 LOWER LANDING ROAD
 BLACKWOOD, NJ 08012





615.953.1300

MCCLOSKEY

MECHANICAL CONTRACTORS, INC.

501 METROPLEX DRIVE ♣ SUITE 309 ♣ NASHVILLE, TENNESSEE 37211
BLACKWOOD, NJ ♣ BOSTON, MA ♣ WASHINGTON, D.C. ♣ NEW YORK, NY
ORLANDO, FL ♣ DALLAS, TX ♣ RALEIGH, NC
www.mccloskeymechanical.com

REFERENCES

Title of Work/Project: HVAC Services, Maintenance and Installations

Name: Cushman & Wakefield U.S. Inc.

Address: 5200 Maryland Way, Brentwood, TN 37027

Contact Person: Amberlyn Richardson

Phone Number: 601-301-2800

Email: amberlyn.richardson@cushwake.com

Dates: May 2021 to Present

Title of Work/Project: HVAC Services, Maintenance and Installations

Name: Ameritech Facility Services, LLC

Address: 1500 Airport Drive, Suite 200, Ball Ground, GA 30107

Contact: Tom Spears

Phone Number: 615-406-8107

Email: tom.spears@ameritechfs.com

Date: May 2021 to Present

Title of Work/Project: HVAC Services, Maintenance and Installations

Name: Cole Professional Services

Address: 502 East Cowan Creek Cove, Brandon, MS 39047

Contact: Jimmy Cole

Phone Number: 601-668-5641

Email: cchinc546@gmail.com

Date: July 2021 to Present

Title of Work/Project: HVAC Services, Maintenance and Installations

Name: John Nelley, JR., P.C.

Address: 782 Melrose Avenue, Nashville, TN 37211

Contact: Nickie Pahle

Phone Number: 615-586-2290

Email: nickie@johnnelley.com

Date: June 2021 to Present

OUR MISSION

McCloskey Mechanical is committed to being a step above the rest. We accomplish this by creating a safe working environment where pride in quality work, customer satisfaction, and building lifelong relationships with our customers, coworkers, subcontractors, and suppliers is our priority.

COOLING ♣ HEATING ♣ PIPING ♣ PLUMBING ♣ SERVICE & MAINTENANCE

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made by and between THE CITY OF SPRING HILL, TENNESSEE (the “City”) and MCCLOSKEY MECHANICAL CONTRACTORS, INC. (“Vendor”) (collectively as “Parties”), and is entered into on October 2, 2023, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires services for HVAC that it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City’s benefit; and

WHEREAS, pursuant to state law, the City issued published a Request for Proposal (RFP) and Vendor submitted a bid; and

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be October 2, 2023.
2. **TERM.** The term of this Agreement shall be from the Effective Date herein through October 1, 2024. Term is for one year but may be renewed for two additional terms of one year each if both parties agree to renew.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers’ compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
 - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;

- b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
- c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. **VENDOR RESPONSIBILITIES.**

- a. Provide standard proof of work documentation following the completion of work. Document must include sufficient information to identify the facility where the work was performed, equipment, and/or components on which the work was performed, the purpose of work, date and time of the work, parts used, types of refrigerants, and the name/cert. # of technicians executing the work. This should be submitted within 5 business days of the work being performed.
- b. Provide 24-hour emergency service as needed in all aspects of the HVAC emergency repair for the City of Spring Hill Facilities. Emergency hours shall be Monday through Friday 5:00 pm to 7:00 am, and 24 hours each day on weekends and holidays. The company shall provide emergency response on-site within two (2) hours of notification but must also provide a call-back to City staff within 30 minutes to discuss the issue and response plan. Failure to meet these requirements can result in the termination of the agreement.
- c. Provide a staffing level that will provide the desired level of customer service, program support, HVAC maintenance and repairs.
- d. Use technicians sufficiently trained and under the direction of a licensed HVAC mechanic holding a Tennessee license.
- e. Provide the ability to respond immediately (within 2 hours) to situations involving the health and safety of employees and/or the public. Routine repairs, service requests, or other non-urgent tasks shall be completed within one (1) working day from the date of the request.

5. CITY'S RESPONSIBILITIES.

a. No applicable City responsibilities

- 6. INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered acting under the supervision, direction and control of City.
- 7. AMENDMENT AND TERMINATION.** This Agreement may be terminated without cause at any time by either Party through the issuance of a thirty (30) day written notice pursuant to this Agreement. Termination with cause shall not require advance notice.
- 8. NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.
- 9. ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.
- 10. MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.
- 11. NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

12. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
13. **TIME.** The Contractor shall finish within the agreed upon time frame.
14. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.
15. **INDEMNITY.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.
16. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
17. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective 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 the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.
18. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.
19. **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.
20. **NOTICES.** All notices 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 Vendor: Colin Campano, Vice President
McCloskey Mechanical Contractors, Inc.
445 Lower Landing Road
Blackwood, NJ 08012

If to City: Mayor Jim Hagaman
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.
Middle Tennessee Law Group, PLLC
d/b/a Wolaver, Carter & Heffington
809 South Main Street, Suite 100
Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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

22. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements either written or oral, unless otherwise expressly stated herein.

23. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: _____

JIM HAGAMAN

Mayor of Spring Hill

Date of Execution: _____

By:  _____

VENDOR REPRESENTATIVE

Date of Execution: September 28, 2023

RESOLUTION 23-191

A RESOLUTION TO APPROVE CONTRACT FOR ANNUAL ROOFING SERVICES

WHEREAS, the City of Spring Hill maintains eleven facilities within the city and wishes to enter into an annual roofing service contract; and

WHEREAS, ensuring the roofing of the facilities within the city are properly maintained is imperative; and

WHEREAS, the City staff advertised and accepted proposals for annual roofing services on September 21, 2023 and recommends the contract be awarded to Don Kennedy Roofing.; and

WHEREAS, the vendor selected provided the overall lowest contract cost meeting all required selection criteria; and

WHEREAS, the contract will be valid for a period of one- year with the option to renew for two additional one-year terms if both parties agree; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, approves the annual roofing services contract be awarded to Don Kennedy Roofing.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 2nd day of October, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 23-191*
SUBMITTED BY: Tyler Scroggins, Public Works Director
DATE: October 2, 2023
RE: To authorize a preventive maintenance contract for roofing services for the City

PURPOSE:

To establish a contract with a roofing company for maintenance services on the roofing for City of Spring Hill facilities.

BACKGROUND:

The city uses service contracts to maintain the buildings within the city. Additionally, the need exists to have a vendor that will perform emergency call outs. The City advertised proposals for the annual roofing services contract and bids were opened on September 21, 2023. After careful review and consideration, staff would like to recommend Don Kennedy Roofing for the plumbing contract. Don Kennedy Roofing provided all requested documentation in the RFP and based on all pricing, was the overall lowest bidder.

Contract includes a term-clause that the contract is for a period of one year with the option to renew for two additional one-year terms if both parties agree.

FINANCIAL IMPACT:

Each department has budgeted funds in their fiscal year budget for building and ground maintenance and costs would be covered by those funds.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-191 to enter into contract with the Don Kennedy Roofing for the City's roofing services.

PROPOSAL FOR ROOFING CONTRACTOR SERVICES

DON KENNEDY ROOFING
815 FESSLEERS LANE
NASHVILLE, TN 37210

RECEIVED
SEP 20 2023
By A. Whirett

3:42 p.m.

CITY OF SPRING HILL

5. Security Background Check of Personnel

Any company that is submitting shall provide security checks for all personnel assigned to work at the City of Spring Hill Facilities.

6. Emergency Call Out Service

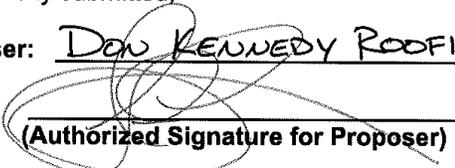
The company shall provide 24-hour emergency service as needed in all aspects of the roofing emergency repair for the City of Spring Hill Facilities. Emergency hours shall be Monday through Friday 5:00 pm to 7:00 am, and 24 hours each day on weekends and holidays. The company shall provide emergency response on-site within two (2) hours of notification but must also provide a call-back to City staff within 30 minutes to discuss the issue and response plan. Failure to meet these requirements can result in the termination of the agreement.

7. COST PROPOSAL FOR ROOFING CONTRACTOR SERVICES

- 1. Hourly Rate \$70.00
- 2. Emergency Call Out (After hours) \$105
- 3. Service Call (Business hours) 24 Hr
- 4. Cost of mileage for travel N/A
- 5. Roofing markup % 25%

Respectfully submitted,

Proposer: DON KENNEDY ROOFING

By: 
(Authorized Signature for Proposer)

Name: DAVID B. FRYEL

Title: CDA

Date: 09/20/2023

CITY OF SPRING HILL, TENNESSEE
CONTRACT DOCUMENTS
&
SPECIFICATIONS
FOR
ROOFING CONTRACTOR SERVICES



August 22, 2023

REQUEST FOR PROPOSALS
For Roofing Contractor Services
City of Spring Hill, Tennessee

Sealed Proposals will be received by the City of Spring Hill, Tennessee, for Roofing Contractor services at City Hall, 199 Town Center Parkway (***for hand delivery or courier service***), P.O. Box 789 (***for regular mail service***) Spring Hill, Tennessee 37174, on or before September 21, 2023 at 2:00pm. The envelope containing the proposal must be sealed and plainly marked "Proposal for ROOFING Contractor Services".

Proposals must be made on the Proposal Forms and in accordance with Instructions to Bidders furnished by the City of Spring Hill.

The defined terms appearing in the General Specifications apply to all Contract Documents.

The City reserves the right to reject any or all Proposals regarding the roofing contractor services, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

INSTRUCTIONS TO BIDDERS
ROOFING CONTRACTOR SERVICES

1. RECEIPT AND OPENING OF PROPOSALS

The City of Spring Hill invites and will receive Proposals on the forms attached hereto, all information on which must be appropriately completed. Proposals will be received at City Hall until 2:00 p.m. on September 21, 2023, and publicly opened and read aloud on the aforesaid date. The envelopes containing the Proposals must be sealed and addressed to April Goad, City Recorder, 199 Town Center Parkway (*for hand delivery or courier service*), P.O. Box 789 (*for regular mail service*), Spring Hill, TN 37174 and plainly marked "Proposal for Roofing Contractor Services".

2. PREPARATION OF THE PROPOSAL

All Proposals shall be made on the Proposal Form attached hereto and shall give the amounts and must be signed by the Bidders.

If a unit price or a lump sum already entered by the Bidder on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Bidder in ink.

Each Proposal must be submitted in a sealed envelope bearing on the outside the name of the Bidder, its address, and plainly marked "Proposal for ROOFING Contractor Services". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Request for Proposal. The City may consider as irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof.

Any Proposal received after the time and date specified above shall not be considered.

3. AWARD OF THE PROPOSAL

The Proposal shall be deemed as having been awarded when formal notice of award shall have been mailed by the City to the Proposals.

The Proposals to whom the Proposal shall have been awarded will be required to execute 3 copies of the Contract on the form attached. In case of the Proposal's refusal or failure to do so within ten (10) days after its receipt of formal notice of award, Proposals will be considered to have abandoned all rights and interests in the award and the award may then be made to the next best qualified Proposals or the work re-advertised for Proposals as the City may elect.

4. CONDITIONS

Each Proposals shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the Proposal. Proposals shall thoroughly examine and be familiar with the Specifications.

The failure or omission of any Proposals to receive or examine any form, instrument, addendum or other document shall in no way relieve it of any obligations with respect to his Proposal or to the Contract. The City shall make all such documents available to the Proposals.

5. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Proposals shall be requested of the City in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Proposals. Every request for such explanation shall be in writing (email) addressed to April Goad, Recorder at agoad@springhilltn.org. Any verbal statements regarding same by any person prior to the award shall be unauthoritative and not binding.

Addenda issued to Proposals prior to date of receipt of Proposals shall become a part of the Proposal Documents.

No inquiry received within seven (7) days of the date fixed for the submission and opening of Proposals will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be emailed to all prospective Proposals, not later than five (5) days prior to the date fixed for the opening of Proposals.

6. NAME, ADDRESS, AND LEGAL STATUS OF THE PROPOSALS

The Proposal must be properly signed in ink and the address of the Proposals given. The legal status of the Proposals whether corporation, partnership, or individual, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Proposals shall give full names of all partners. Partnership and individual Proposals will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Proposals, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the Proposals is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

7. COMPETENCY OF PROPOSALS

The opening and reading of the Proposal shall not be construed as an acceptance of the Proposals as a qualified, responsible Proposals. The City reserves the right to determine the competence and responsibility of a Proposals from its knowledge of the Proposal's qualifications or from other sources.

The City shall require submission with the Proposal of the following supporting data regarding the qualifications of the Proposals in order to determine whether it is a qualified, responsible Proposals. The Proposals will be required to furnish the following information:

(a) A copy of the latest available certified financial statement of the Proposals (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by independent certified public accountants.

(b) Evidence that the Proposals is in good standing under the laws of the State of Tennessee, and, in the case of corporations organized under the laws of any other State, evidence that the Proposals is licensed to do business and in good standing under the laws of the State of Tennessee or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.

In the event that the City shall require additional certified supporting data regarding the qualifications of the Proposals in order to determine whether he is a qualified responsible Proposals, the Proposals may be required to furnish any or all of the following information sworn to under oath:

(a) Evidence that the Proposals is capable of commencing performance as required in the Proposal Documents.

(b) Such additional information as will satisfy the City that the Proposals is adequately prepared to fulfill the Contract.

The Proposals may satisfy any or all of the experience and qualification requirements by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

8. DISQUALIFICATION OF PROPOSALS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Proposals and the rejection if it's Proposal:

(a) Evidence of collusion among Proposals.

(b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.

(c) Default on a previous municipal Proposal for failure to perform.

9. METHOD OF AWARD

The City reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the City.

10. TITLE VI POLICY

The City of Spring Hill will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

Verbal quotations or quotations received after the closing date will not be accepted. The City of Spring Hill reserves the right to reject any and all Proposals, to waive technicalities or informalities and to accept any Proposal deemed in the best interest of the City of Spring Hill.

"Please note that any and all documents submitted to the City of Spring Hill that are associated with this project are subject to the Tennessee Public Records Act. Access to the record is governed by Tennessee Public Records Act and the policies of the City of Spring Hill and the Office of Open Records Counsel."

Compliance with Public Chapter 775-TCA, Title 12, Chapter 4, Part 1

In accordance with Tennessee Code Annotated, Title 12, Chapter 4, Part 1, the Contractor cannot be currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel.

**ROOFING CONTRACTOR SERVICES
SPECIFICATIONS AND ADDITIONAL QUESTIONS**

1. Overview and Purpose

The City of Spring Hill is soliciting proposals from qualified companies interested in providing professional roofing services to perform work on the exterior of City buildings and parks. Businesses with relevant roofing experience and qualifications are encouraged to submit a proposal.

City Hall 199 Town Center Parkway Spring Hill, TN 37174	Public Works / Wastewater Treatment 3893 Mahlon Moore Rd. Spring Hill, TN 37174	Public Library 144 Kedron Pkwy. Spring Hill, TN 37174	Winchester Community Center 563 Maury Hill St. Spring Hill, TN 37174	Water Treatment Plant / Pump Stations 4151 Kedron Rd. Spring Hill, TN 37174
Parks and Recreation Office 4237 Port Royal Rd. Spring Hill, TN 37174	Police Department 3636A Royal Park Blvd. Spring Hill, TN 37174	IT Office 407 McLemore Ave. Spring Hill, TN 37174	Fire Station 1 440 Beechcroft Rd Spring Hill, TN 37174	Fire Station 2 4273 Port Royal Rd. Spring Hill, TN 37174
Fire Station 3 4000 Campbell Station Pkwy, Spring Hill, TN 37174				

2. Request for Proposal

The City of Spring Hill is seeking a well-qualified firm to provide on-call roofing contractor services to our facilities.

The work will include but not limited to the inspection, periodic maintenance, repairs, service calls, and other task and services necessary. Companies submitting must have the ability and sufficient resources to provide servicing to all facilities, respond to emergencies within 2 hours, finish repairs in a timely manner, and troubleshoot, repair, and replace roofing components. Please submit what repair services your company can provide.

3. Scope of Work – Standard, and Specifications

We are looking for a company with professional personnel who successfully and competently provided commercial on-call ROOFING services. All services shall be provided in accordance with the industry's highest standards, skill, workmanship, applicable trade practices, warranties, and conformance to all applicable laws, codes, and regulations.

The company shall:

- Be able to provide all labor, materials, equipment and supervision for all roofing projects, maintenance and repairs on properties include but are not limited to repairs to all roofing types, flashings, curb flashings, decking, scuppers, heat/vent stacks, pitch pockets, gutter and downspouts, copings, pipe penetrations, drains, wall panels and skylights.
- Respond within 24 hours for routine roofing work.
- Respond to roofing emergencies within two (2) hours.
- All work must be performed in accordance with the Tennessee Building Code and National roofing Code.
- Submit plans and pull permits as required.
- Cleanup after repairs.
- Protection of private and public property.
- Provide standard proof of work documentation following the completion of work. Document must include sufficient information to identify the facility where the work was performed, equipment, and/or components on which the work was performed, the purpose of work, date and time of the work, parts used, types of refrigerants, and the name/cert. # of technicians executing the work. This should be submitted within 5 business days of the work being performed.
- Must be able to perform work on mobile structures.
- Provide 24-hour emergency service as needed in all aspects of roofing emergency repairs for the City of Spring Hill Facilities. Emergency hours shall be Monday through Friday 5:00 pm to 7:00 am. and 24 hours each day on weekends and holidays. The company shall provide emergency response on-site within two (2) hours of notification but must also provide a call-back to City staff within 30 minutes to discuss the issue and response plan. Failure to meet these requirements can result in the termination of the agreement.
- Provide a staffing level that will provide the desired level of customer service, program support, roofing maintenance and repairs.
- Use technicians sufficiently trained and under the direction of a licensed roofer holding a Tennessee license.

4. Reporting & Accounting

The company will provide standard proof of work documentation following the completion of work. The document must include sufficient information to identify the facility where the work was performed, equipment, and/or components on which the work was performed, the purpose of work, date and time of the work, parts used, types of refrigerants, and the name/cert. # of technicians executing the work. This should be submitted within 5 business days of the work being performed.

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made by and between THE CITY OF SPRING HILL, TENNESSEE (the “City”) and DON KENNEDY ROOFING (“Vendor”) (collectively as “Parties”), and is entered into on _____, 2023, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires services for Roofing Contractor Services that it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City’s benefit; and

WHEREAS, pursuant to state law, the City issued published a Request for Proposal (RFP) and Vendor submitted a bid; and

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be _____, _____.
2. **TERM.** The term of this Agreement shall be from the Effective Date herein through _____. Term is for one year but may be renewed for two additional terms of one year each if both parties agree to renew.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers’ compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
 - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;
 - b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars

(\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;

- c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. **VENDOR RESPONSIBILITIES.**

- a. Be able to provide all labor, materials, equipment and supervision for all roofing projects, maintenance and repairs on properties include but are not limited to repairs to all roofing types, flashings, curb flashings, decking, scuppers, heat/vent stacks, pitch pockets, gutter and downspouts, copings, pipe penetrations, drains, wall panels and skylights.
- b. Respond within 24 hours for routine roofing work.
- c. Respond to roofing emergencies within two (2) hours.
- d. All work must be performed in accordance with the Tennessee Building Code and National roofing Code.
- e. Submit plans and pull permits as required.
- f. Cleanup after repairs.
- g. Protection of private and public property.
- h. Provide standard proof of work documentation following the completion of work. Document must include sufficient information to identify the facility where the work was performed, equipment, and/or components on which the work was performed, the purpose of work, date and time of the work, parts used, types of refrigerants, and the name/cert. # of technicians executing the work. This should be submitted within 5 business days of the work being performed.
- i. Must be able to perform work on mobile structures.
- j. Provide 24-hour emergency service as needed in all aspects of roofing emergency repairs for the City of Spring Hill Facilities. Emergency hours shall be Monday through Friday 5:00 pm to 7:00 am. and 24 hours each day on weekends and holidays. The company shall provide emergency response on-site within two (2) hours of notification but must also provide a call-back to City staff within 30 minutes to discuss the issue and response plan. Failure to meet these requirements can result in the termination of the agreement.

- k. Provide a staffing level that will provide the desired level of customer service, program support, roofing maintenance and repairs.
- l. Use technicians sufficiently trained and under the direction of a licensed roofer holding a Tennessee license.

5. CITY'S RESPONSIBILITIES.

- a. No applicable City responsibilities

6. INDEPENDENT CONTRACTOR. It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered acting under the supervision, direction and control of City.

7. AMENDMENT AND TERMINATION. This Agreement may be terminated without cause at any time by either Party through the issuance of a thirty (30) day written notice pursuant to this Agreement. Termination with cause shall not require advance notice.

8. NO CONFLICT OF INTEREST. No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.

9. ASSIGNMENT; SUBCONTRACTING. This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.

10. MODIFICATION. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.

11. NONDISCRIMINATION. Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap,

disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

12. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
13. **TIME.** The Contractor shall finish within the agreed upon time frame.
14. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.
15. **INDEMNITY.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.
16. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
17. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective 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 the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.
18. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.
19. **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.

20. **NOTICES.** All notices 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 Vendor: _____

If to City: Mayor Jim Hagaman
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.
Middle Tennessee Law Group, PLLC
d/b/a Wolaver, Carter & Heffington
809 South Main Street, Suite 100
Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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

22. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements either written or oral, unless otherwise expressly stated herein.

23. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: _____
JIM HAGAMAN
Mayor of Spring Hill
Date of Execution: _____

By: _____
VENDOR REPRESENTATIVE
Date of Execution: _____

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made by and between THE CITY OF SPRING HILL, TENNESSEE (the “City”) and Don Kennedy Roofing (“Vendor”) (collectively as “Parties”), and is entered into on October 2, 2023, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires services for Roofing Contractor Services that it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City’s benefit; and

WHEREAS, pursuant to state law, the City issued published a Request for Proposal (RFP) and Vendor submitted a bid; and

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be October 2, 2023.
2. **TERM.** The term of this Agreement shall be from the Effective Date herein through October 1, 2024. Term is for one year but may be renewed for two additional terms of one year each if both parties agree to renew.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers’ compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
 - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;
 - b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars

(\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;

- c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. **VENDOR RESPONSIBILITIES.**

- a. Be able to provide all labor, materials, equipment and supervision for all roofing projects, maintenance and repairs on properties include but are not limited to repairs to all roofing types, flashings, curb flashings, decking, scuppers, heat/vent stacks, pitch pockets, gutter and downspouts, copings, pipe penetrations, drains, wall panels and skylights.
- b. Respond within 24 hours for routine roofing work.
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- d. All work must be performed in accordance with the Tennessee Building Code and National roofing Code.
- e. Submit plans and pull permits as required.
- f. Cleanup after repairs.
- g. Protection of private and public property.
- h. Provide standard proof of work documentation following the completion of work. Document must include sufficient information to identify the facility where the work was performed, equipment, and/or components on which the work was performed, the purpose of work, date and time of the work, parts used, types of refrigerants, and the name/cert. # of technicians executing the work. This should be submitted within 5 business days of the work being performed.
- i. Must be able to perform work on mobile structures.
- j. Provide 24-hour emergency service as needed in all aspects of roofing emergency repairs for the City of Spring Hill Facilities. Emergency hours shall be Monday through Friday 5:00 pm to 7:00 am. and 24 hours each day on weekends and holidays. The company shall provide emergency response on-site within two (2) hours of notification but must also provide a call-back to City staff within 30 minutes to discuss the issue and response plan. Failure to meet these requirements can result in the termination of the agreement.

- k. Provide a staffing level that will provide the desired level of customer service, program support, roofing maintenance and repairs.
- l. Use technicians sufficiently trained and under the direction of a licensed roofer holding a Tennessee license.

5. CITY'S RESPONSIBILITIES.

a. No applicable City responsibilities

- 6. INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered acting under the supervision, direction and control of City.
- 7. AMENDMENT AND TERMINATION.** This Agreement may be terminated without cause at any time by either Party through the issuance of a thirty (30) day written notice pursuant to this Agreement. Termination with cause shall not require advance notice.
- 8. NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.
- 9. ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.
- 10. MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.
- 11. NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap,

disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

12. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
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14. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.
15. **INDEMNITY.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.
16. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
17. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective 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 the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.
18. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.
19. **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.

20. **NOTICES.** All notices 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 Vendor: Don Kennedy Roofing
815 Fesslers Lane
Nashville, TN 37210

If to City: Mayor Jim Hagaman
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.
Middle Tennessee Law Group, PLLC
d/b/a Wolaver, Carter & Heffington
809 South Main Street, Suite 100
Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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

22. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements either written or oral, unless otherwise expressly stated herein.

23. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: _____

JIM HAGAMAN

Mayor of Spring Hill

Date of Execution: _____

By: _____

VENDOR REPRESENTATIVE

Date of Execution: _____

RESOLUTION 23-192

A RESOLUTION TO APPROVE CONTRACT FOR ANNUAL PLUMBING SERVICES

WHEREAS, the City of Spring Hill maintains eleven facilities within the city and wishes to enter into an annual plumbing service contract; and

WHEREAS, ensuring the plumbing systems are in working order in each facility is imperative; and

WHEREAS, the City staff advertised and accepted proposals for annual plumbing services on September 21, 2023 and recommends the contract be awarded to MCClosky Mechanical Contractors, Inc.; and

WHEREAS, the vendor selected provided the overall lowest contract cost meeting all required selection criteria; and

WHEREAS, the contract will be valid for a period of one- year with the option to renew for two additional one-year terms if both parties agree; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, approves the annual plumbing services contract be awarded to MCClosky Mechanical Contractors, Inc.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 2nd day of October, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 23-192*
SUBMITTED BY: Tyler Scroggins, Public Works Director
DATE: October 2, 2023
RE: To authorize a preventive maintenance contract for plumbing services for the City

PURPOSE:

To establish a contract with a plumbing Company for maintenance services on the plumbing for City of Spring Hill facilities.

BACKGROUND:

The city uses service contracts to maintain the buildings within the city. Additionally, the need exists to have a vendor that will perform emergency call outs. The City advertised proposals for the annual plumbing services contract and bids were opened on September 21, 2023. After careful review and consideration, staff would like to recommend McClosky Mechanical for the plumbing contract. McClosky provided all requested documentation in the RFP and based on all pricing, was the overall lowest bidder.

Contract includes a term-clause that the contract is for a period of one year with the option to renew for two additional one-year terms if both parties agree.

FINANCIAL IMPACT:

Each department has budgeted funds in their fiscal year budget for building and ground maintenance and costs would be covered by those funds.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-192 to enter into contract with the McClosky Mechanical for the City's plumbing services.

Extremely Urgent

Dress

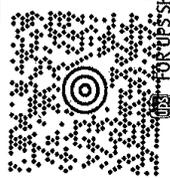
CITY OF SPRING HILL CITY RECORD
 199 TOWN CENTER PKWY
 SPRING HILL TN 37174
 P. SHANE S. QUITA
 7454
 1030
 1000-2424
 1000-2424

Bid Title: Proposal for Plumbing Repair Services
Attention: April Goad - City Recorder
Bid Address: 199 Town Center Parkway, Spring Hill, TN 37174
Bid Opening Date: Thursday, September 21st, 2023
Bidder: McCloskey Mechanical Contractors, Inc.
Bidder Address: 501 Metroplex Drive, Suite 309, Nashville, TN 37211

FROM:
 DAVID J MCCLOSKEY
 (866) 784-5080
 MCCLOSKEY MECHANICAL CONTRACTORS
 445 LOWER LANDING RD
 BLACKWOOD NJ 08012

SHIP TO:
 APRIL GOAD
 CITY OF SPRING HILL CITY RECORDER
 199 TOWN CENTER PARKWAY
 SPRING HILL TN 37174

1 LBS 1 OF 1



TN 384 1-1

UPS NEXT DAY AIR 1
 TRACKING #: 1Z A07 45W 01 4543 7454



BILLING: P/P

RECEIVED
 SEP 21 2023
 By: *Shirley*

3. Scope of Work – Standard, and Specifications

We are looking for a company with professional personnel who successfully and competently provided commercial facility plumbing maintenance and repair services in the area. All repairs shall be provided in accordance with the industry's highest standards, skill, workmanship, applicable trade practices, warranties, and conformance to all applicable laws, codes, and regulations.

The company shall:

- Be able to provide a staffing level that will provide the desired level of customer service, program support, plumbing repair maintenance, and repairs.
- Show evidence of presently serving at least three local businesses.
- Use technicians sufficiently trained and under the direction of a licensed plumbing repair mechanic holding a TN license.
- Provide the ability to respond immediately (within 2 hours) to situations involving the health and safety of employees and/or the public. Routine repairs, service requests, or other non-urgent tasks shall be completed within one (1) working day from the date of the request.
- Must be able to perform work on mobile structures.
- Provide plumbing maintenance, repair and replacement services.

4. Reporting & Accounting

The company will provide standard proof of work documentation following the completion of work. The document must include sufficient information to identify the facility where the work was performed, equipment, and/or components on which the work was performed, the purpose of work, date and time of the work, parts used, types of refrigerants, and the name/cert. # of technicians executing the work. This should be submitted within 5 business days of the work being performed.

5. Security Background Check of Personnel

Any company that is submitting shall provide security checks for all personnel assigned to work at the City of Spring Hill Facilities.

6. Emergency Call Out Service

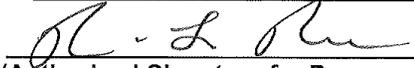
The company shall provide 24-hour emergency service as needed in all aspects of the plumbing emergency repair for the City of Spring Hill Facilities. Emergency hours shall be Monday through Friday 5:00 pm to 7:00 am. and 24 hours each day on weekends and holidays. The company shall provide emergency response on-site within two (2) hours of notification but must also provide a call-back to City staff within 30 minutes to discuss the issue and response plan. Failure to meet these requirements can result in the termination of the agreement.

7. COST PROPOSAL FOR PLUMBING REPAIRSERVICES

1. Hourly Rate \$98.00
2. Emergency Call Out (After hours) \$144.00
3. Service Call (Business hours) \$98.00 per hour
4. Cost of mileage for travel \$50.00

Respectfully submitted,

Proposer: McCloskey Mechanical Contractors, Inc.

By: 
(Authorized Signature for Proposer)

Name: Robert L. Reeves

Title: National Public Service Accounts Director

Date: 09/20/2023

Compliance with Public Chapter 775-TCA, Title 12, Chapter 4, Part 1

In accordance with Tennessee Code Annotated, Title 12, Chapter 4, Part 1, the Contractor cannot be currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel.

PLUMBING REPAIR SERVICES
SPECIFICATIONS AND ADDITIONAL QUESTIONS

1. Overview and Purpose

The City of Spring Hill is soliciting proposals from qualified companies interested in providing professional plumbing repair services related to annual preventative maintenance and repair of City Facilities listed below. Businesses with relevant plumbing experience and qualifications are encouraged to submit a proposal.

<p>City Hall 199 Town Center Parkway Spring Hill, TN 37174</p>	<p>Public Works / Wastewater Treatment 3893 Mahlon Moore Rd. Spring Hill, TN 37174</p>	<p>Public Library 144 Kedron Pkwy. Spring Hill, TN 37174</p>	<p>Winchester Community Center 563 Maury Hill St. Spring Hill, TN 37174</p>	<p>Water Treatment Plant / Pump Stations 4151 Kedron Rd. Spring Hill, TN 37174</p>
<p>Parks and Recreation Office 4237 Port Royal Rd. Spring Hill, TN 37174</p>	<p>Police Department 3636A Royal Park Blvd. Spring Hill, TN 37174</p>	<p>IT Office 407 McLemore Ave. Spring Hill, TN 37174</p>	<p>Fire Station 1 440 Beechcroft Rd Spring Hill, TN 37174</p>	<p>Fire Station 2 4273 Port Royal Rd. Spring Hill, TN 37174</p>
<p>Fire Station 3 4000 Campbell Station Pkwy, Spring Hill, TN 37174</p>				

2. Request for Proposal

The City of Spring Hill is seeking a well-qualified firm to provide comprehensive heating-ventilation-air conditioning plumbing maintenance and repair for our facilities.

The work will include but not limited to the inspection, periodic maintenance, repairs, service calls, and other task and services necessary to insure safe, well-maintained plumbing systems. Companies submitting must have the ability and sufficient resources to provide repairs and servicing of all plumbing equipment, respond to emergencies within 2 hours, finish repairs in a timely manner, and troubleshoot, repair, and replace plumbing systems. Please submit what repair services your company can provide.

**MCCLOSKEY MECHANICAL CONTRACTORS, INC.
FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2022
AND
REPORT OF CERTIFIED PUBLIC ACCOUNTANTS**

*Gressman, Repice
Certified Public Accountants*

Associates

**MCCLOSKEY MECHANICAL CONTRACTORS, INC.
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Gressman, Repice *Associates*
Certified Public Accountants

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INDEPENDENT AUDITOR'S REPORT

To the Stockholders of
McCloskey Mechanical Contractors, Inc.
445 Lower Landing Road
Blackwood, NJ 08012

Opinion

We have audited the accompanying financial statements of McCloskey Mechanical Contractors, Inc. (a State of New Jersey Corporation), which comprise the statements of financial position as of December 31, 2022, and the related statements of operations, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of McCloskey Mechanical Contractors, Inc. as of December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with the *Financial Reporting Framework for Small- and Medium-Sized Entities*, described in Note 1.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of McCloskey Mechanical Contractors, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared in accordance with the *Financial Reporting Framework for Small- and Medium-Sized Entities*, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statement in accordance with the *Financial Reporting Framework for Small- and Medium-Sized Entities* issued by the American

Continued

- 1 -

Members: American Institute of Certified Public Accountants & NY Society of Certified Public Accountants

Institute of Certified Public Accountants described in Note 1; this includes determining that the *Financial Reporting Framework for Small- and Medium-Sized Entities* is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of McCloskey Mechanical Contractors, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about McCloskey Mechanical Contractors, Inc. ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of overhead expenses and contracts in progress are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the

Continued

financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Gressman, Repice & Associates

Vineland, New Jersey
June 26, 2023

MCCLOSKEY MECHANICAL CONTRACTORS, INC.
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2022

ASSETS

Current Assets:	
Cash	\$ 2,038,501
Accounts Receivable (Note 2)	30,367,067
Prepaid Expenses	694,219
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	4,251,529
Total Current Assets	<u>\$ 37,351,316</u>
Property, Equipment, and Vehicles (Note 3)	\$ 3,593,622
Less: Accumulated Depreciation	(1,528,669)
Net Property, Equipment, and Vehicles	<u>\$ 2,064,953</u>
Other Assets:	
Shareholder Loans (Note 4)	433,884
Security Deposits	115,560
Investment in Captive Insurance Company (Note 5)	36,000
Total Other Assets	<u>\$ 585,444</u>
TOTAL ASSETS	<u><u>\$ 40,001,713</u></u>

LIABILITIES AND SHAREHOLDERS' EQUITY

Current Liabilities:	
Accounts Payable / Accrued Expenses (Note 6)	\$ 26,841,792
Notes Payable - Current Maturity (Note 8)	384,280
Billings on Uncompleted Contracts in Excess of Costs and Estimated Earnings	6,687,201
Total Current Liabilities	<u>\$ 33,913,273</u>
Long-Term Debt, Less Current Portion (Note 8)	1,076,686
Total Liabilities	<u>\$ 34,989,959</u>
Shareholders' Equity:	
Common Stock (2,500 Shares Authorized, No Par Value, 169.14 Shares Issued and Outstanding)	\$ 616,422
Retained Earnings	4,395,332
Total Shareholders' Equity	<u>\$ 5,011,754</u>
TOTAL LIABILITIES AND EQUITY	<u><u>\$ 40,001,713</u></u>

See Independent Accountants' Audit Report and Notes to Financial Statements.

MCCLOSKEY MECHANICAL CONTRACTORS, INC.
STATEMENT OF OPERATIONS AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2022

Revenues:	
Construction Revenue	\$ 98,946,400
Service Revenue	26,662,591
Total Revenues	<u>\$ 125,608,991</u>
Direct Costs:	
Materials	\$ 32,720,949
Payroll	10,026,864
Payroll Taxes	1,003,537
Subcontractors	57,640,544
Union Dues and Fringe Benefits	5,599,647
Education	46,602
Equipment Rental/Fuel and Repairs	1,331,479
Fees and Permits	279,075
Insurance	1,077,341
Shop Expense	460,042
Surety Bonds	272,901
Travel	1,491,118
Total Direct Costs	<u>\$ 111,950,099</u>
GROSS PROFIT	\$ 13,658,892
Operating Overhead	<u>(12,874,820)</u>
OPERATING INCOME	\$ 784,072
Other Income (Expenses):	
Corporate Income Tax	\$ (38,565)
Gain on Disposal of Capital Assets	41,407
Interest Expense	(43,167)
Interest Income	26,781
Total Other Income (Expenses)	<u>\$ (13,544)</u>
NET INCOME	\$ 770,528
Retained Earnings - Beginning of Period	4,124,804
Dividends Declared	(500,000)
Retained Earnings - End of Period	<u><u>\$ 4,395,332</u></u>

See Independent Accountants' Audit Report and Notes to Financial Statements.

MCCLOSKEY MECHANICAL CONTRACTORS, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2022

Cash Flows From Operating Activities:	
Net Income	\$ 770,528
Adjustments to Reconcile Net Income to	
Net Cash Provided by Operating Activities:	
Change in Work in Progress	(59,107)
Depreciation and Amortization	441,874
Gain of Disposal of Capital Assets	(41,407)
Increase in Accounts Receivable	(12,288,959)
Increase in Prepaid Expenses	(98,624)
Increase in Security Deposits	(49,820)
Increase in Accounts Payable / Accrued Expenses	12,896,011
Total Adjustments	<u>\$ 799,968</u>
Net Cash Provided by Operating Activities	<u>\$ 1,570,496</u>
Cash Flows From Investing Activities:	
Proceeds on Sale of Capital Assets	\$ 61,911
Purchase of Capital Assets	(249,074)
Net Cash Used by Investing Activities	<u>\$ (187,163)</u>
Cash Flows From Financing Activities:	
Principal Paid on Notes Payable	\$ (254,393)
Dividends Paid	(500,000)
Increase in Loan to Shareholders	(129,382)
Net Cash Used by Financing Activities	<u>\$ (883,775)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	<u>\$ 499,558</u>
Cash and Cash Equivalents - Beginning of Period	<u>1,538,943</u>
Cash and Cash Equivalents - End of Period	<u><u>\$ 2,038,501</u></u>
Supplementary Disclosures of Cash Flow Information:	
Financed Purchases of Capital Assets	\$ 1,210,623

See Independent Accountants' Audit Report and Notes to Financial Statements.

MCCLOSKEY MECHANICAL CONTRACTOR, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying financial statements have been prepared in accordance with the *Financial Reporting Framework for Small- and Medium-Sized Entities* issued by the American Institute of Certified Public Accountants, which is a special purpose framework and not generally accepted accounting principles in the United States of America (U.S. GAAP). The accounting principles that compose the framework are appropriate for the preparation and presentation of small- and medium-sized entity financial statements, based on the needs of the financial statement users and cost and benefit considerations. This special purpose framework utilizes broad principles to recognize revenue when performance is achieved and ultimate collection is reasonably assured whereas U.S. GAAP has moved to a five-step model of revenue recognition to depict the transfer of goods or services to customers in an amount that reflects the consideration the entity expects to be entitled to in exchange for those goods or services. Additionally, U.S. GAAP now requires the recognition and recording of lease assets and liabilities for operating leases (a contract that allows for the use of an asset but does not convey ownership rights) while this special purpose framework has no such requirement.

Nature of Operations

McCloskey Mechanical Contractors, Inc. (the Company) was incorporated in New Jersey in May of 1985 and has since opened satellite offices in the District of Columbia, New York, Maine, Texas, Florida, North Carolina, Tennessee, and California. The Company is a mechanical construction contractor and primarily operates as specialty trade subcontractors. The Company performs private, commercial, and industrial contracts, as well as public construction contracts. The work is performed under cost-plus-fee contracts, fixed-price contracts, and modified fixed-price contracts. The length of the contracts varies but is typically between several months and two years. In accordance with normal practice in the construction industry, the company includes asset and liability accounts relating to construction contracts in current assets and liabilities, even when such amounts are realizable or payable over a period in excess of one year.

Use of Estimates

The preparation of financial statements in conformity with the *Financial Reporting Framework for Small- and Medium-Sized Entities* requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Statement of Financial Position Classification

The Company includes in current assets and liabilities retainage amounts receivable and payable under construction contracts, which may extend beyond one year. A one-year time period is used as the basis for classifying all other current assets and liabilities.

See Independent Accountants' Audit Report

**MCCLOSKEY MECHANICAL CONTRACTOR, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents

For purposes of the statement of cash flows, The Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

Accounts Receivable

The Company estimates an allowance for doubtful collections, which is based upon a review of outstanding receivables, historical collection information, and existing economic conditions. Accounts receivable are generally due 30 days after the issuance of the invoice. Contract retainages are due 30 days after completion of the project and acceptance by the owner.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed primarily using the straight-line method over the estimated useful lives of the assets, which range from 5 to 39 years. Leasehold improvements are amortized over the shorter of the useful life of the related assets or the lease term. Expenditures for repairs and maintenance are charged to expense as incurred. For assets sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any related gain or loss is reflected in income for the period.

Revenue and Cost Recognition

Service Revenue is recognized when earned, generally in the amount invoiced after the services have been rendered.

Revenues from mechanical construction contracts are recognized on the percentage of completion method, measured on the basis of incurred costs to estimated total costs for each contract. This cost to cost method is used because management considers it to be the best available measure of progress on these contracts. Because of inherent uncertainties in estimating costs, these estimates may be adjusted as more current information becomes available, and any adjustment could be significant.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation costs. Selling, general, and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability, including those arising from contract penalty provisions, and final contract settlements may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

The asset, "costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

See Independent Accountants' Audit Report

MCCLOSKEY MECHANICAL CONTRACTOR, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Concentrations of Credit Risk

Financial instruments, which potentially subject the company to a concentration of credit risk, consist principally of accounts receivable and cash.

The company sells its services primarily to commercial customers located in the northeast. To reduce credit risk, the company performs ongoing credit evaluations of its customers' financial conditions, but does not generally require collateral.

The company maintains cash in bank accounts at high credit quality financial institutions. The balances may often exceed the amount insured by the Federal Deposit Insurance Corporation. The company has not experienced any losses in such accounts and believe they are not exposed to any significant credit risk on cash and cash equivalents.

Union-Sponsored Fringe Benefits

The Company is subject to Collective Bargaining Agreements which cover substantially all of the labor force excluding office and administrative personnel. In connection with these agreements, The Company participates in union-sponsored fringe benefits plans (health insurance, pension, etc.) that cover union employees. Contributions to these plans are based on a fixed rate per hour worked.

Income Taxes

The Company has elected to be taxed under the provision of Subchapter S of the Internal Revenue Code and applicable state statutes. Under these provisions, the company does not pay income taxes directly; instead, the shareholders are liable for individual incomes taxes on their share of the Company's taxable income. Certain states impose franchise / minimum taxes based on either gross sales, net income, or net worth; these taxes are reported as corporate income tax on the statement of operations and retained earnings.

Evaluation of Subsequent Events

The Company has evaluated subsequent events through June 26, 2023, which is the date the financial statements were available to be issued.

NOTE 2 – ACCOUNTS RECEIVABLE

Accounts receivable consist of the following as of December 31, 2022:

Accounts Receivable	\$ 25,425,531
Contract Retainages	5,190,992
Subtotal	<u>\$ 30,616,523</u>
Allowance for Doubtful Accounts	(249,456)
Total Accounts Receivables	<u>\$ 30,367,067</u>

See Independent Accountants' Audit Report

MCCLOSKEY MECHANICAL CONTRACTOR, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 2 – ACCOUNTS RECEIVABLE (continued)

Based on estimated contract completion dates, the contract retainages as of December 31, 2022 will be collected in the next twelve months.

NOTE 3 – PROPERTY AND EQUIPMENT

Property and equipment as of December 31, 2022 is summarized as follows:

Leasehold Improvements	\$	302,532
Vehicles and Equipment		3,178,001
Office Equipment and Software		113,089
Subtotal	\$	3,593,622
Accumulated Depreciation		(1,528,669)
Total Property and Equipment	\$	<u>2,064,953</u>

Depreciation expense for the year ended December 31, 2022 was \$441,874.

NOTE 4 – LOANS RECEIVABLE – SHAREHOLDERS

The Company has advanced funds to its shareholders. These advances have been classified as a loan and recorded as other assets on the statement of financial position. These loans bear no interest and have no stated maturity date. As of December 31, 2022, \$433,884 of these advances remain outstanding.

NOTE 5 – INVESTMENT IN CAPTIVE INSURANCE COMPANY

The Company participates in an insurance arrangement with a captive insurance company. Under this arrangement, a group of companies form and own an insurance company whose purpose is to insure the risks of its owners. The arrangement required an investment of \$36,000 for shares of stock (\$35,900 for a redeemable preference share and \$100 for a single common share) in the insurance company. This amount has been recorded as an asset on the statement of financial position. Common shareholders are required to provide security collateral as outlined in the insurance arrangement either by a letter of credit or cash (which is credited with interest income). As of December 31, 2022, the Company has advanced \$616,719 to the captive insurance company to fulfill this requirement; the security collateral is recorded with prepaid expenses on the statement of financial position.

NOTE 6 – ACCOUNTS PAYABLE / ACCRUED EXPENSES

Accounts payable / accrued expenses consist of the following as of December 31, 2022:

Accounts Payable	\$	25,337,093
Credit Cards Payable		327,033
Sales Tax Payable		52,200
Union Dues/Fringes		481,379
Accrued Insurance		302,976
Accrued Payroll		341,112
	\$	<u>26,841,793</u>

See Independent Accountants' Audit Report

MCCLOSKEY MECHANICAL CONTRACTOR, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 7 – LINE OF CREDIT

The Company has established a line of credit with M&T Bank. The line is renewable annually with interest due monthly on any outstanding balance. The next renewal date is December 9, 2023. The line of credit provides for a total credit limit of \$7,500,000 and bears interest at a variable rate defined as 2.25 percentage points above the greater of the secured overnight financing rate (SOFR) published by the Federal Reserve Bank of New York or 0%. No balance was outstanding as of December 31, 2022.

NOTE 8 – NOTES PAYABLE

Notes payable to Ford Credit with interest accruing at 2.89% - 2.95%. The loans are payable with monthly payments of \$4,741 over 60 months. The loans are secured by the vehicles financed in 2018.	37,550
Notes payable to Newfield National Bank with interest accruing at 5.07%. The loans are payable with monthly payments of \$5,400 over 60 months. The loans are secured by the vehicles financed in 2019.	88,970
Note payable to Ford Credit with interest accruing at 8.99%. The loan is payable with monthly payments of \$484 over 60 months. The loan is secured by the vehicle financed in 2019.	6,410
Notes payable to Newfield National Bank with interest accruing at 4.05% - 4.95%. The loans are payable with monthly payments of \$3,872 over 60 months. The loans are secured by the vehicles financed in 2020.	117,730
Notes payable to Newfield National Bank with interest accruing at 3.48% - 3.54%. The loans are payable with monthly payments of \$1,221 over 60 months. The loans are secured by the vehicles financed in 2021.	51,886
Notes payable to Newfield National Bank with interest accruing at 4.25% - 6.25%. The loans are payable with monthly payments of \$22,962 over 60 months. The loans are secured by the vehicles financed in 2022.	1,158,420
Total Notes Payable	<u>\$ 1,460,966</u>
Current Portion	(384,280)
Long-Term Debt	<u>\$ 1,076,686</u>
Schedule of Maturities of Long-Term Debt:	
2023	\$ 384,280
2024	323,011
2025	294,408
2026	273,587
2027	185,680
	<u>\$ 1,460,966</u>

See Independent Accountants' Audit Report

MCCLOSKEY MECHANICAL CONTRACTOR, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE 9 – RELATED PARTY TRANSACTIONS

The Company's primary office in New Jersey is located on a property owned by a company related by common ownership. Rent expense for the year ended December 31, 2022 was \$90,000. The rental is month-to-month.

NOTE 10 – PENSION PLAN

The Company adopted a profit sharing plan, which is a qualified defined contribution pension plan, for its nonunion employees who have attained the age of 17 and have completed one year of service with the Company. Contributions to the plan are determined annually at the discretion of management. The Company has elected to forgo a discretionary contribution for the year ended December 31, 2022.

NOTE 11 – LEASE OBLIGATIONS

The Company leases offices under long-term operating lease agreements. These leases expire at various dates through 2025. Total rent expenses under operating lease agreements for the year ended December 31, 2022 amounted to \$405,941. Future minimum lease payments under all operating leases noted above in each of the five years subsequent to December 31, 2022 are as follows:

Year Ended December 31, 2023	\$ 493,581
Year Ended December 31, 2024	441,053
Year Ended December 31, 2025	369,920
Year Ended December 31, 2026	296,490
Year Ended December 31, 2027	136,730
Year Ended December 31, 2028	19,346
	<u>\$ 1,757,120</u>

See Independent Accountants' Audit Report

SUPPLEMENTARY INFORMATION

**MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF OVERHEAD EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2022**

Office Payroll	\$ 7,581,795
Officer Salary	219,414
Payroll Taxes	682,350
Fringe Benefits	383,202
Officer's Life Insurance	21,464
Advertising and Promotion	328,398
Bad Debts	788,210
Building Maintenance	45,311
Depreciation	441,874
Donations	69,714
Dues and Subscriptions	106,110
Estimating	49,386
Insurance	147,901
Office and Computer Supplies	541,849
Other Expenses	14,033
Payroll Fees	47,908
Printing and Postage	60,342
Professional	119,155
Property Taxes	60,580
Rent	495,941
Telephone	164,115
Travel and Entertainment	455,401
Utilities	50,367
TOTAL OVERHEAD EXPENSES	<u>\$ 12,874,820</u>

See Independent Accountants' Audit Report.

MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
DECEMBER 31, 2022

Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
W19028	645,134	574,000	71,134	392,103	338,387	68%	440,695	102,308		
W20026	1,418,515	1,280,000	138,515	1,258,656	1,418,515	98%	1,394,861	(23,654)		(23,654)
W20033	2,214,975	1,680,000	534,975	1,424,341	2,100,353	85%	1,877,905	(222,448)		(222,448)
W21-005	339,185	300,000	39,185	187,703	203,225	63%	212,220	8,995	8,995	
W21-033	1,122,184	1,000,000	122,184	988,272	1,122,184	99%	1,109,023	(13,161)		(13,161)
W21-048	171,070	166,295	4,775	161,740	171,070	97%	166,384	(4,686)		(4,686)
W21-050	276,447	298,492	(22,045)	298,492	218,807	100%	276,447	57,640	57,640	
W21-056	172,584	133,000	39,584	129,423	172,584	97%	167,942	(4,642)		(4,642)
W21-055	451,000	406,000	45,000	73,445	51,000	18%	81,585	30,585	30,585	
W21-057	866,497	835,000	31,497	644,342	852,100	77%	668,647	(183,453)		(183,453)
W21-065	115,755	113,000	2,755	108,024	115,755	96%	110,658	(5,097)		(5,097)
W21-069	240,000	220,000	20,000	206,378	211,042	94%	225,140	14,098	14,098	
W21-072	1,833,141	1,565,000	268,141	337,493	514,589	22%	395,318	(119,271)		(119,271)
W22-002	265,865	212,442	53,423	212,442	237,710	100%	265,865	28,155	28,155	
W22-009	119,832	114,000	5,832	109,644	113,270	96%	115,253	1,983	1,983	
W22-013	166,631	150,000	16,631	146,914	139,747	98%	163,203	23,456	23,456	
W22-014	84,750	69,000	15,750	20,868	60,825	30%	25,631	(35,194)		(35,194)
W22-015	346,365	298,000	48,365	277,502	325,479	93%	322,540	(2,939)		(2,939)
W22-018	182,299	176,000	6,299	166,744	161,726	95%	172,712	10,986	10,986	
W22-022	75,200	101,540	(26,340)	96,140	75,200	95%	71,201	(5,400)		(5,400)
W22-024	27,837	26,630	1,207	18,380	27,837	69%	19,213	(8,624)		(8,624)
W22-026	76,411	71,500	4,911	42,675	68,600	60%	45,606	(22,994)		(22,994)
W22-028	35,400	33,000	2,400	18,304	3,000	55%	19,635	16,635	16,635	
W22-029	1,437,417	1,500,000	(62,583)	1,442,281	1,286,289	96%	1,382,106	93,409	93,409	
W22-030	177,990	155,000	22,990	150,172	177,990	97%	172,446	(5,544)		(5,544)
W22-031	459,630	449,000	10,630	439,911	459,630	98%	450,326	(9,304)		(9,304)
W22-034	78,000	81,000	(3,000)	48,998	77,150	60%	47,183	(31,152)		(31,152)
W22-038	876,344	848,904	27,440	813,735	871,770	96%	840,038	(31,732)		(31,732)
W22-039	828,780	760,000	68,780	266,184	476,280	35%	290,274	(186,006)		(186,006)
W22-040	223,002	235,000	(11,998)	304,094	223,002	100%	223,002	69,094	69,094	
W22-041	44,900	40,000	4,900	7,855	0	20%	8,817	8,817	8,817	
W22-043	115,000	101,000	14,000	70,116	68,000	69%	79,835	11,835	11,835	
W22-044	202,263	175,000	27,263	155,731	177,263	89%	179,992	2,729	2,729	
W22-046	52,398	48,582	3,816	47,257	50,000	97%	50,969	969	969	
W22-050	40,800	36,895	3,905	33,397	40,800	91%	36,932	(3,868)		(3,868)
W22-051	94,000	87,500	6,500	84,449	94,000	97%	90,722	(3,278)		(3,278)
W22-053	230,936	209,000	21,936	151,026	226,936	72%	166,877	(60,059)		(60,059)
W22-054	326,845	375,000	(48,155)	308,048	326,845	82%	268,491	(66,952)		(66,952)
W22-055	345,027	345,000	27	309,955	364,527	90%	309,979	(54,548)		(54,548)
W22-056	190,360	137,000	53,360	125,960	173,180	92%	175,020	1,840	1,840	
W22-057	518,519	383,000	135,519	331,483	518,519	87%	448,773	(69,746)		(69,746)
W22-059	2,630,862	2,325,000	305,862	1,389,940	1,246,700	60%	1,572,792	326,092	326,092	
W22-061	6,780	4,800	1,980	2,562	2,500	53%	3,619	1,119	1,119	
W22-062	25,800	20,000	5,800	12,130	25,800	61%	15,648	(10,152)		(10,152)
W22-063	371,292	344,000	27,292	304,685	396,292	89%	328,858	(67,434)		(67,434)
W22-065	80,000	65,987	14,013	54,634	72,000	83%	66,236	(5,764)		(5,764)
W22-067	741,000	605,000	136,000	1,902	10,800	0%	2,330	2,330	2,330	
W22-068	16,915	18,800	(1,885)	13,823	10,800	74%	12,437	1,138	1,138	
W22-069	172,828	130,000	42,828	108,909	166,254	78%	134,153	(32,101)		(32,101)
W22-071	72,000	74,000	(2,000)	67,425	72,000	91%	65,603	(6,575)		(6,575)
W22-072	1,863,908	1,625,000	238,908	930,521	1,082,178	57%	1,067,326	(14,852)		(14,852)
W22-073	57,800	50,000	7,800	47,323	57,800	95%	54,705	(3,095)		(3,095)
W22-075	5,458,000	4,630,000	828,000	87,968	109,500	2%	103,700	(5,800)		(5,800)
W22-076	213,400	228,000	(14,600)	168,000	177,600	74%	157,242	(24,200)		(24,200)
W22-080	28,000	26,095	1,905	19,721	22,000	76%	21,161	(839)		(839)
W22-082	39,880	34,000	5,880	2,993	8,380	9%	3,511	(4,869)		(4,869)
W22-083	15,353	14,415	938	9,434	12,800	65%	10,048	(2,752)		(2,752)

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MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
DECEMBER 31, 2022

Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
W22-086	155,600	162,000	(6,400)	113,805	103,000	70%	109,309	4,405		
W22-091	58,255	49,214	9,041	33,138	51,200	67%	39,226	(11,974)		(11,974)
W22-092	62,000	45,282	16,718	36,337	59,250	80%	49,753	(9,497)		(9,497)
W22-093	136,500	115,000	21,500	2,023	0	2%	2,401		2,401	
W22-095	421,600	325,000	96,600	73,289	286,360	23%	95,073	(191,287)		(191,287)
W22-097	260,678	220,000	40,678	101,799	0	46%	120,622	120,622		
W22-101	55,615	40,496	15,119	38,271	55,615	95%	52,559	(3,056)		(3,056)
W22-104	41,631	32,519	9,112	25,543	35,820	79%	32,700	(3,120)		(3,120)
W22-105	4,460,000	3,875,000	585,000	40,050	47,000	1%	46,096	(904)		(904)
W22-107	154,000	123,000	31,000	24,403	92,000	20%	30,553	(61,447)		(61,447)
W22-108	123,250	102,000	21,250	2,827	0	3%	3,416	3,416	3,416	
W22-110	37,800	28,000	9,800	4,800	14,900	17%	6,480	(8,420)		(8,420)
W22-112	13,177	10,940	2,237	9,440	5,975	86%	11,370	5,395	5,395	
W22-115	23,000	17,500	5,500	51	0	0%	67	67	67	
B20050	350,756	378,000	(27,244)	333,543	347,056	88%	309,503	(40,757)		(40,757)
B21-042	2,447,041	2,150,000	297,041	2,041,717	2,424,649	95%	2,323,798	(100,851)		(100,851)
B21-057	122,074	100,342	21,732	90,342	122,074	90%	109,908	(12,166)		(12,166)
B21-059	5,000	4,100	900	4,100		100%	5,000	5,000	5,000	
B21-069	199,778	163,562	36,216	163,562	176,528	100%	199,778	23,250	23,250	
B22-002	331,974	296,941	35,033	286,229	331,974	96%	319,998	(11,976)		(11,976)
B22-012	380,543	332,000	48,543	323,279	350,418	97%	370,547	20,129	20,129	
B22-026	351,789	317,000	34,789	308,479	351,789	97%	342,333	(9,456)		(9,456)
B22-030	357,205	259,729	97,476	259,729	354,538	100%	357,205	2,667	2,667	
B22-032	951,464	930,000	21,464	882,897	920,464	95%	903,274	(17,190)		(17,190)
B22-034	3,235,201	3,025,000	210,201	2,837,982	3,209,153	94%	3,035,188	(173,965)		(173,965)
B22-036	248,000	190,000	58,000	83,513	214,000	44%	109,006	(104,994)		(104,994)
B22-042	575,130	430,000	145,130	345,520	575,130	80%	462,137	(112,993)		(112,993)
B22-043	1,319,333	1,080,000	239,333	1,029,308	1,182,858	95%	1,257,407	74,549	74,549	
B22-044	328,149	292,414	35,735	285,575	328,149	98%	320,474	(7,675)		(7,675)
B22-045	253,797	206,664	47,133	206,664	253,797	100%	253,797	0		
B22-048	99,095	88,000	11,095	79,921	99,095	91%	89,997	(9,098)		(9,098)
B22-051	267,562	225,000	42,562	214,723	267,562	95%	255,341	(12,221)		(12,221)
B22-052	273,076	226,000	47,076	46,350	75,690	21%	56,005	(19,685)		(19,685)
B22-053	126,154	114,145	12,009	114,145	124,716	100%	126,154	1,438	1,438	
B22-054	423,754	350,000	73,754	318,487	401,463	91%	385,600	(15,863)		(15,863)
B22-055	178,000	155,000	23,000	110,113	153,530	71%	126,452	(27,078)		(27,078)
B22-056	479,645	406,000	73,645	399,221	479,645	98%	471,636	(8,009)		(8,009)
B22-058	307,515	265,569	41,946	206,944	215,250	78%	239,630	24,380	24,380	
B22-059	912,258	840,000	72,258	827,939	902,469	99%	899,159	(3,310)		(3,310)
B22-060	82,372	68,000	14,372	60,742	82,372	89%	73,580	(8,792)		(8,792)
B22-062	160,018	146,000	14,018	140,895	152,698	97%	154,423	1,725	1,725	
B22-064	161,753	120,483	41,270	120,483	161,753	100%	161,753	0		
B22-065	1,160,311	1,095,000	65,311	918,197	1,129,829	84%	972,963	(156,866)		(156,866)
B22-066	428,516	376,845	51,671	371,845	426,687	99%	422,830	(3,857)		(3,857)
B22-067	223,880	200,000	23,880	99,311	77,400	50%	111,169	33,769	33,769	
B22-068	70,000	58,000	12,000	44,106	68,000	76%	53,231	(14,769)		(14,769)
B22-070	226,875	194,200	32,675	189,081	226,875	97%	220,895	(5,980)		(5,980)
B22-073	2,982,505	2,700,000	282,505	2,005,307	2,246,137	74%	2,215,125	(31,012)		(31,012)
B22-074	417,572	367,000	50,572	340,420	412,399	93%	387,329	(25,070)		(25,070)
B22-076	232,500	203,000	29,500	153,682	215,000	76%	176,015	(38,985)		(38,985)
B22-077	254,433	215,000	39,433	210,817	254,433	98%	249,483	(4,950)		(4,950)
B22-078	1,268,000	1,075,000	193,000	256,978	256,320	24%	303,115	46,795	46,795	
B22-079	192,419	159,969	32,450	156,639	192,419	98%	188,414	(4,005)		(4,005)
B22-081	1,084,000	1,020,000	64,000	465,477	536,365	46%	494,683	(41,682)		(41,682)
B22-082	304,096	245,000	59,096	199,532	217,807	81%	247,661	29,854	29,854	
B22-084	166,520	155,000	11,520	120,386	138,280	78%	129,333	(8,947)		(8,947)
B22-085	98,612	94,000	4,612	85,517	98,612	91%	89,713	(8,899)		(8,899)

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MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
DECEMBER 31, 2022

Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
B22-086	96,619	80,000	16,619	43,499	54,742	54%	52,535	(2,207)		(2,207)
B22-088	109,644	118,000	(8,356)	92,119	100,000	78%	85,596	(16,237)		(16,237)
B22-090	656,500	560,000	96,500	468,705	656,500	84%	549,473	(107,027)		(107,027)
B22-092	195,063	180,000	15,063	144,618	176,315	80%	156,720	(19,595)		(19,595)
B22-095	679,600	615,000	64,600	394,196	573,350	64%	435,603	(137,747)		(137,747)
B22-096	917,411	790,000	127,411	429,351	459,239	54%	498,597	39,358	39,358	
B22-098	210,718	179,000	31,718	135,746	157,077	76%	159,800	2,723	2,723	
B22-100	72,564	62,000	10,564	56,965	70,551	92%	66,671	(3,880)		(3,880)
B22-103	368,316	335,000	33,316	256,025	268,275	76%	281,487	13,212	13,212	
B22-104	197,914	161,000	36,914	148,863	165,914	92%	182,994	17,080	17,080	
B22-105	143,502	125,000	18,502	68,032	103,002	54%	78,102	(24,900)		(24,900)
B22-106	16,900	12,500	4,400	5,461	16,900	44%	7,383	(9,517)		(9,517)
B22-107	96,483	90,000	6,483	12,077	18,000	13%	12,947	(5,053)		(5,053)
B22-108	61,000	54,551	6,449	51,951	61,000	95%	58,093	(2,907)		(2,907)
B22-110	540,741	499,000	41,741	340,661	250,233	68%	369,157	118,924	118,924	
B22-111	254,331	215,000	39,331	48,563	48,563	23%	57,447	17,830	17,830	
B22-112	93,400	84,000	9,400	72,003	86,500	86%	80,060	(6,440)		(6,440)
B22-113	84,166	73,000	11,166	60,553	84,166	83%	69,815	(14,351)		(14,351)
B22-114	222,051	181,000	41,051	83,398	135,275	46%	102,313	(32,962)		(32,962)
B22-115	258,354	228,000	30,354	8,294		4%	9,398	9,398	9,398	
B22-118	80,679	70,400	10,279	65,371	80,679	93%	74,914	(5,765)		(5,765)
B22-119	200,528	171,000	29,528	102,953	128,557	60%	120,731	(7,826)		(7,826)
B22-120	13,847	10,750	3,097	10,450	13,500	97%	13,461	(39)		(39)
B22-121	368,005	335,000	33,005	182,389	203,700	54%	200,358	(3,342)		(3,342)
B22-122	181,327	155,000	26,327	36,320	99,500	23%	42,489	(57,011)		(57,011)
B22-124	525,000	440,000	85,000	1,488		0%	1,775	1,775	1,775	
B22-125	62,400	52,000	10,400	24,600	28,900	47%	29,520	620	620	
B22-127	6,089	5,095	994		6,089	0%	0	(6,089)		(6,089)
LA22-002	77,000	69,000	8,000	62,318	44,100	90%	69,543	25,443	25,443	
LA22-003	102,318	94,937	7,381	92,646	102,318	98%	99,849	(2,469)		(2,469)
LA22-004	92,089	88,336	3,753	83,456	92,089	94%	87,002	(5,087)		(5,087)
LA22-005	55,092	44,000	11,092	31,712	45,092	72%	39,706	(5,386)		(5,386)
LA22-006	36,667	35,000	1,667	31,565	36,667	90%	33,068	(3,599)		(3,599)
LA22-007	517,051	395,000	122,051	263,633	517,051	67%	345,093	(171,958)		(171,958)
LA22-008	96,000	112,182	(16,182)	112,182	96,000	100%	96,000	0		0
LA22-011	32,300	40,300	(8,000)	37,382	32,300	93%	29,961	(2,918)		(2,918)
NY22001	1,518,919	1,071,000	447,919	1,059,064	1,518,919	99%	1,501,991	(16,928)		(16,928)
NY22003	248,519	161,726	86,793	170,742	145,543	100%	248,519	102,976	102,976	
NY22009	33,318	28,224	5,094	25,563	29,900	91%	30,176	276	276	
NY22011	176,672	150,770	25,902	84,139	126,806	56%	98,594	(28,212)		(28,212)
NY22012	379,075	320,000	59,075	106,790	72,072	33%	126,504	54,433	54,433	
NY22013	376,914	257,219	119,695	223,615	357,128	87%	327,672	(29,456)		(29,456)
NY22014	356,876	320,000	36,876	181,872	184,105	57%	202,830	18,725	18,725	
NY22015	21,500	25,221	(3,721)	5,846	9,000	23%	4,984	(6,875)		(6,875)
NY22016	126,087	86,412	39,675	75,728	116,401	88%	110,498	(5,903)		(5,903)
NY22017	27,030	23,091	3,939	3,430	6,500	15%	4,015	(2,485)		(2,485)
NY22018	39,480	21,255	18,225	6,478	11,500	30%	12,033	533	533	
NY22019	404,770	321,013	83,757	158,949	360,938	50%	200,421	(160,517)		(160,517)
NY22020	11,500	8,838	2,662	6,543	6,650	74%	8,514	1,864	1,864	
NY22022	5,200	4,465	735		5,200	0%	0	(5,200)		(5,200)
NY22024	58,595	58,483	112		1,000	0%	0	(1,000)		(1,000)
NY22025	37,626	30,476	7,150	4,000	6,543	13%	4,938	(1,605)		(1,605)
NY22026	31,087	20,242	10,845	333	13,500	2%	511	(12,989)		(12,989)
NY22028	77,500	50,950	26,550	30,000	57,000	59%	45,633	(11,367)		(11,367)
NY22029	153,823	104,639	49,184	98,026	117,551	94%	144,102	26,551	26,551	
F21007	7,500	6,522	978	2,535	7,500	39%	2,916	(4,584)		(4,584)
F21008	1,080,023	2,050,000	(969,977)	1,578,727	956,709	77%	831,737	(347,959)		(347,959)

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MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
DECEMBER 31, 2022

Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
F21012	110,161	81,409	28,752	70,679	110,161	87%	95,640	(14,521)		(14,521)
F21013	2,763,332	3,150,000	(386,668)	2,425,210	2,312,182	77%	2,127,511	(273,640)		(273,640)
F22001	395,261	455,292	(60,031)	530,181	351,406	100%	395,261	118,744	118,744	
F22002	289,019	290,393	(1,374)	228,000	274,567	79%	226,921	(47,941)		(47,941)
F22003	234,645	150,000	84,645	124,827	234,645	83%	195,267	(39,378)		(39,378)
F22004	106,947	101,468	5,479	87,682	94,725	86%	92,417	(2,308)		(2,308)
F22007	106,170	98,264	7,906	8,687	6,500	9%	9,386	2,886	2,886	
F22009	124,625	105,055	19,570	30,638	40,063	29%	36,345	(3,718)		(3,718)
F22011	44,444	32,599	11,845	29,349	44,444	90%	40,013	(4,431)		(4,431)
F22012	172,100	160,000	12,100	883		1%	950	950	950	
F22013	294,780	230,000	64,780	81,333	144,800	35%	104,241	(40,559)		(40,559)
F22016	166,922	107,771	59,151	73,669	120,975	68%	114,103	(6,872)		(6,872)
F22018	26,750	24,000	2,750	3,195		13%	3,561		3,561	
F22019	40,000	32,000	8,000	26,400	40,000	83%	33,000	(7,000)		(7,000)
F22020	815,068	700,000	115,068	7,487	88,592	1%	8,718	(79,874)		(79,874)
F22023	6,500	9,000	(2,500)	4,195		47%	3,030	1,695	1,695	
F22024	782,070	700,000	82,070	86,983		12%	97,181	97,181	97,181	
F22025	161,241	140,000	21,241	73,218	93,100	52%	84,327	(8,773)		(8,773)
F22027	949,893	673,467	276,426	37,834		6%	53,363		53,363	
F22028	5,000	3,368	1,632	592	5,000	18%	879	(4,121)		(4,121)
20009	51,369	41,855	9,514	41,855	31,813	100%	51,369	19,556	19,556	
20089	883,785	736,087	147,698	288,398	379,770	39%	346,266	(33,504)		(33,504)
20095	422,824	372,411	50,413	348,972	416,072	94%	396,212	(19,860)		(19,860)
21012	217,288	153,197	64,091	152,770	206,016	100%	216,682	10,666	10,666	
21054	2,345,989	1,985,678	360,311	1,496,131	1,717,410	75%	1,767,611	50,201	50,201	
21066	631,582	442,018	189,564	425,461	615,495	96%	607,924	(7,571)		(7,571)
21073	415,932	299,282	116,650	299,282	408,767	100%	415,931	7,164	7,164	
21075	1,013,317	976,000	37,317	953,112	1,013,317	98%	989,554	(23,763)		(23,763)
21092	27,480	23,895	3,585		2,441	0%	0	(2,441)		(2,441)
21094	2,929,154	3,050,000	(120,846)	2,901,286	2,727,216	95%	2,786,332	53,224	53,224	
21112	210,406	166,705	43,701	158,948	183,374	95%	200,615	17,241	17,241	
21113	1,060,255	883,054	177,201	883,054	1,041,423	100%	1,060,255	18,832	18,832	
21120	1,050,529	925,000	125,529	909,122	1,050,529	98%	1,032,496	(18,033)		(18,033)
21155	1,250,830	738,016	512,814	584,923	1,074,935	79%	991,359	(83,576)		(83,576)
21157	1,173,695	900,000	273,695	815,182	1,063,695	91%	1,063,083	(612)		(612)
21171	1,366,691	1,100,954	265,737	1,061,972	1,185,748	96%	1,318,300	132,552	132,552	
21173	175,305	132,176	43,129	56,141	123,233	42%	74,460	(48,773)		(48,773)
21180	338,401	286,724	51,677	269,757	265,709	94%	318,376	52,667	52,667	
21184	507,391	414,146	93,245	357,241	473,989	86%	437,674	(36,315)		(36,315)
21186	7,359,613	7,196,855	162,758	6,294,674	6,792,318	87%	6,437,029	(355,289)		(355,289)
22002	1,038,156	895,740	142,416	168,373	132,477	19%	195,143	62,666	62,666	
22018	13,500	11,000	2,500		13,500	0%	0	(13,500)		(13,500)
22035	155,074	132,000	23,074	123,675	151,274	94%	145,294	(5,980)		(5,980)
22036	147,549	52,923	94,626	52,923	143,268	100%	147,548	4,280	4,280	
22039	350,770	280,000	70,770	276,174	347,417	99%	345,977	(1,440)		(1,440)
22040	241,481	192,304	49,177	184,449	201,599	96%	231,617	30,018	30,018	
22041	1,014,885	865,250	149,635	139,711	29,234	16%	163,873	134,639	134,639	
22042	149,753	95,950	53,803	88,321	155,566	92%	137,845	(17,721)		(17,721)
22046	56,272	52,910	3,362	49,175	56,272	93%	52,299	(3,973)		(3,973)
22048	199,519	159,000	40,519	140,277	183,853	88%	176,025	(7,828)		(7,828)
22049	235,805	176,000	59,805	141,581	220,023	80%	189,691	(30,332)		(30,332)
22050	364,099	314,000	50,099	174,495	342,848	56%	202,336	(140,512)		(140,512)
22051	72,696	50,818	21,878	49,318	72,696	97%	70,550	(2,146)		(2,146)
22053	34,213	27,300	6,913	25,856	30,830	95%	32,404	1,574	1,574	
22057	126,600	112,000	14,600	101,883	126,600	91%	115,165	(11,435)		(11,435)
22058	104,520	62,770	41,750	57,868	104,520	92%	96,358	(8,162)		(8,162)
22059	10,116	5,797	4,319	4,576	10,116	79%	7,985	(2,131)		(2,131)

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MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
DECEMBER 31, 2022

Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
22060	133,752	94,000	39,752	92,742	133,752	99%	131,962	(1,790)		(1,790)
22063	388,219	300,000	88,219	50,320	196,279	17%	65,118	(131,161)		(131,161)
22064	9,000	4,342	4,658	3,778	9,000	87%	7,830	(1,170)		(1,170)
22065	103,300	93,322	9,978	82,852	97,975	89%	91,711	(6,264)		(6,264)
22066	1,536,156	1,351,011	185,145	99,651	58,174	7%	113,307	55,133	55,133	
22067	868,329	755,652	112,677	566,998	582,850	75%	651,544	68,694	68,694	
22068	151,235	117,931	33,304	113,170	137,781	96%	145,129	7,348	7,348	
22070	120,263	133,504	(13,241)	123,748	117,723	93%	111,474	(7,216)		(7,216)
22071	28,000	23,845	4,155	14,009	28,000	59%	16,450	(11,550)		(11,550)
22072	61,500	53,680	7,820	254		0%	291	291	291	
22073	75,332	62,000	13,332	61,069	75,332	98%	74,201	(1,131)		(1,131)
22074	22,850	13,558	9,292	5,351	22,850	39%	9,018	(13,832)		(13,832)
22077	3,502	1,696	1,806	932	3,360	55%	1,924	(1,436)		(1,436)
22078	1,423,502	1,191,165	232,337	40,072	43,200	3%	47,888	4,688	4,688	
22080	30,572	19,059	11,513	15,185	27,055	80%	24,358	(2,697)		(2,697)
22081	59,800	52,000	7,800	78		0%	90	90	90	
22082	168,933	143,444	25,489	107,342	126,186	75%	126,416	230	230	
22083	12,000	12,411	(411)	9,000	11,600	73%	8,702	(3,011)		(3,011)
22086	8,800	5,913	2,887	360		6%	536	536	536	
22087	48,251	44,340	3,911	18,403	10,800	42%	20,026	9,226	9,226	
22088	30,348	8,750	21,598	8,033	11,500	92%	27,863	16,363	16,363	
22089	125,500	100,884	24,616	87,549	125,500	87%	108,911	(16,589)		(16,589)
22090	75,340	53,334	22,006	51,785	75,340	97%	73,152	(2,188)		(2,188)
22091	24,050	17,343	6,707	16,109	24,050	93%	22,339	(1,711)		(1,711)
22094	1,311,187	1,122,660	188,527	39,911	43,200	4%	46,613	3,413	3,413	
22097	61,382	51,043	10,339	22,486	35,132	44%	27,041	(8,091)		(8,091)
22099	32,900	25,265	7,635	11,265	32,900	45%	14,669	(18,231)		(18,231)
22100	88,888	83,860	5,028	76,595	88,888	91%	81,187	(7,701)		(7,701)
22102	8,490	7,122	1,368	6,061	8,490	85%	7,226	(1,264)		(1,264)
22103	34,900	30,086	4,814	5,668	5,470	19%	6,574	1,104	1,104	
22104	1,000	862	138	100	1,000	12%	116	(884)		(884)
22105	3,600	3,103	497	1,200	3,600	39%	1,392	(2,208)		(2,208)
22106	1,021,874	880,925	140,949		164,281	0%	0	(164,281)		(164,281)
22107	108,900	103,181	5,719	63,496	93,770	62%	67,015	(26,755)		(26,755)
22108	815,335	698,650	116,685	85,296	103,875	12%	99,542	(4,333)		(4,333)
22109	78,627	51,680	26,947	36,312	52,013	70%	55,246	3,233	3,233	
22110	22,500	20,118	2,382	2,229	22,500	11%	2,493	(20,007)		(20,007)
22111	13,826	3,702	10,124	1,824		49%	6,812	6,812	6,812	
22112	167,670	164,600	3,070	137,931	123,888	84%	140,504	16,616	16,616	
22114	17,750	14,987	2,763	11,094	16,250	74%	13,139	(3,111)		(3,111)
22115	74,000	63,575	10,425	1,395	1,700	2%	1,623	(77)		(77)
22116	237,926	223,780	14,146	152,995	165,713	68%	162,666	(3,047)		(3,047)
22117	21,722	13,450	8,272	12,255	21,722	91%	19,792	(1,930)		(1,930)
22118	10,323	5,747	4,576	3,393	3,423	59%	6,095	2,672	2,672	
22119	126,200	108,420	17,780	94,962	64,268	88%	110,535	46,267	46,267	
22120	172,391	146,651	25,740	27,129	22,500	18%	31,891	9,391	9,391	
22122	250,225	214,850	35,375	591		0%	689	689	689	
22123	46,515	40,265	6,250	6,572	23,257	16%	7,592	(15,665)		(15,665)
22125	36,408	30,999	5,409	7,171	11,980	23%	8,422	(3,558)		(3,558)
22126	58,272	51,379	6,893	4,521	18,650	9%	5,127	(13,523)		(13,523)
22127	1,900	1,632	268	1,230	1,900	75%	1,432	(468)		(468)
22128	91,250	78,400	12,850	2,960	11,250	4%	3,446	(7,804)		(7,804)
22130	7,775	4,334	3,441	2,970		69%	5,327	5,327	5,327	
22132	11,890	10,225	1,665	180		2%	209	209	209	
22133	146,900	106,583	40,317	323		0%	445	445	445	
22134	43,500	14,468	29,032	826	8,530	6%	2,485	(6,045)		(6,045)
NSH21002	656,951	615,973	40,978	599,991	656,951	97%	639,906	(17,045)		(17,045)

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MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
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Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
RDS21021	9,610	16,951	(7,341)	16,951	5,856	100%	9,610	3,754	3,754	
RDS21035	1,183	971	212	971	891	100%	1,183	292	292	
RDS21040	1,615	2,157	(542)	1,277	400	59%	956	335	335	
RDS21052	2,456	2,004	452	1,692	2,507	84%	2,074	(433)		(433)
RDS21053	2,657	1,836	821	1,272	1,703	69%	1,841	138	138	
RDS22002	219,242	165,000	54,242	150,900	217,907	91%	200,507	(17,400)		(17,400)
RDS22006	12,718	8,675	4,043	7,013	10,960	81%	10,281	(679)		(679)
RDS22008	60,741	59,138	1,603	56,334	57,315	95%	57,861	546	546	
RDS22022	874	910	(36)	472	874	52%	453	(438)		(438)
RDS22028	17,025	10,552	6,473	9,679	10,148	92%	15,616	5,468	5,468	
RDS22034	21,513	15,152	6,361	14,812	21,513	98%	21,030	(483)		(483)
RDS22038	1,463	1,789	(326)	1,253	1,116	70%	1,025	(189)		(189)
RDS22039	17,615	13,929	3,686	10,492	14,336	75%	13,268	(1,068)		(1,068)
RDS22059	690	643	47	447	390	70%	480	90	90	
RDS22071	1,185	484	701	300	1,185	62%	735	(450)		(450)
RDS22078	13,025	9,004	4,021	8,697	13,025	97%	12,581	(444)		(444)
RDS22086	1,954	1,453	501	1,169	1,954	80%	1,572	(382)		(382)
RDS22087	5,182	3,205	1,977	2,761	5,182	86%	4,464	(718)		(718)
RDS22093	8,597	4,993	3,604	4,709	6,203	94%	8,108	1,905	1,905	
RDS22097	4,641	2,967	1,674	2,263	4,815	76%	3,540	(1,275)		(1,275)
RDS22098	2,100	1,568	532	1,568	1,390	100%	2,100	710	710	
RDS22105	6,611	7,002	(391)	6,002	6,611	86%	5,667	(1,000)		(1,000)
RDS22109	9,321	7,690	1,631	6,745	7,248	88%	8,176	928	928	
RDS22110	990	1,415	(425)	888		63%	621	463	463	
RDS22114	4,188	2,906	1,282	704	344	24%	1,015	671	671	
RDS22115	6,991	7,649	(658)	3,331	727	44%	3,044	1,946	1,946	
RDS22117	1,458	1,205	253	657	342	55%	795	453	453	
RDS22118	1,877	2,440	(563)	2,014	1,863	83%	1,549	(412)		(412)
RDS22122	1,003	1,242	(239)	637	265	51%	514	133	133	
RDS22124	4,015	4,170	(155)	1,522	934	36%	1,465	433	433	
RDS22145	2,532	2,600	(68)	2,600	615	100%	2,532	1,917	1,917	
RDS22156	8,445	5,779	2,666	5,778	7,971	100%	8,444	473	473	
RDS22165	124,118	85,941	38,177	78,219	120,536	91%	112,966	(7,570)		(7,570)
RDS22169	72,041	41,372	30,669	40,047	72,041	97%	69,734	(2,307)		(2,307)
RDS22170	2,550	1,996	554	564	240	28%	721	481	481	
RDS22177	1,805	1,395	410	1,395	1,434	100%	1,805	371	371	
RDS22179	3,540	2,516	1,024	188		7%	265	265	265	
RDS22181	6,774	9,663	(2,889)	7,189	6,774	74%	5,040	(2,474)		(2,474)
RDS22191	2,828	2,148	680	1,536	386	72%	2,022	1,636	1,636	
RDS22193	1,800	1,285	515	340		26%	476	476	476	
RDS22194	1,379	891	488	356		40%	551	551	551	
RDS22196	2,722	1,846	876	1,831	876	99%	2,700	1,824	1,824	
RDS22199	1,392	618	774	618	1,130	100%	1,392	262	262	
RDS22203	1,300	920	380	844	702	92%	1,193	491	491	
RDS22205	2,085	1,850	235	176	450	10%	198	(252)		(252)
RDS22206	2,414	2,105	309	1,586	2,414	75%	1,819	(595)		(595)
RDS22007	5,555	4,500	1,055	1,041	3,720	23%	1,285	(2,435)		(2,435)
FS20001	45,995	25,666	20,329	25,039	44,536	98%	44,871	335	335	
FS20010	5,797	2,296	3,501	2,141	4,951	93%	5,406	455	455	
FS20012	22,803	8,582	14,221	8,113	19,986	95%	21,557	1,571	1,571	
FS21037	126,064	119,427	6,637	95,211	97,893	80%	100,502	2,609	2,609	
FS21040	2,188	811	1,377	700	1,741	86%	1,889	148	148	
FS22002	24,931	10,888	14,043	12,009	23,723	100%	24,931	1,208	1,208	
FS22006	105,422	34,416	71,006	21,161	87,330	61%	64,820	(22,510)		(22,510)
FS22008	7,335	4,732	2,603	4,468	7,335	94%	6,926	(409)		(409)
FS22012	7,067	392	6,675	211	7,067	54%	3,804	(3,263)		(3,263)
FS22014	73,314	55,193	18,121	26,152	8,090	47%	34,738	26,648	26,648	

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MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
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Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
FS22015	17,185	7,100	10,085	6,191	10,247	87%	14,985	4,738	4,738	
FS22023	3,811	1,011	2,800	629	2,195	62%	2,371	176	176	
FS22025	28,576	12,175	16,401	7,180	10,742	59%	16,852	6,110	6,110	
FS22029	9,252	3,477	5,775	2,995	5,216	86%	7,969	2,753	2,753	
FS22030	54,252	55,840	(1,588)	47,941	54,252	86%	46,578	(7,899)		(7,899)
FS22039	32,398	15,788	16,610	10,676	17,883	68%	21,908	4,025	4,025	
FS22050	7,900	1,921	5,979	1,765	7,900	92%	7,258	(642)		(642)
FS22051	131,060	153,676	(22,616)	151,047	131,060	98%	128,818	(2,629)		(2,629)
FS22062	2,939	4,227	(1,288)	968	300	23%	673	(620)		(620)
FS22071	34,806	28,878	5,928	24,151	27,932	84%	29,109	1,177	1,177	
FS22072	325,074	280,000	45,074	6,506		2%	7,553	7,553	7,553	
FS22076	4,972	1,676	3,296	586	1,372	35%	1,738	366	366	
FS22082	51,850	42,187	9,663	40,012	51,850	95%	49,177	(2,673)		(2,673)
FS22088	25,400	19,693	5,707	11,231	25,400	57%	14,486	(10,914)		(10,914)
FS22090	15,125	8,803	6,322	8,724	15,125	99%	14,989	(136)		(136)
FS22093	52,687	24,460	28,227	14,392	24,076	59%	31,000	6,924	6,924	
FS22099	128,700	94,277	34,423	23,924	88,960	25%	32,659	(56,301)		(56,301)
FS22101	5,489	1,963	3,526	1,963	2,370	100%	5,489	3,119	3,119	
FS22105	2,525	618	1,907	618		100%	2,525	2,525	2,525	
FS22109	77,770	70,000	7,770	13,509	20,188	19%	15,008	(5,180)		(5,180)
FS22110	70,700	69,187	1,513	1,418		2%	1,449	1,449	1,449	
FS22116	6,992	7,699	(707)	6,101	440	79%	5,541	4,954	4,954	
FS22117	1,390	847	543	665	795	79%	1,091	296	296	
FS22121	5,082	4,360	722	4,796		100%	5,082	5,082	5,082	
FS22122	16,000	13,000	3,000	1,596		12%	1,964	1,964	1,964	
FS22124	1,405	422	983	422		100%	1,405	1,405	1,405	
FS22125	2,665	778	1,887	565		73%	1,935	1,935	1,935	
FS22126	1,140	422	718	422		100%	1,140	1,140	1,140	
FS22127	140,000	135,000	5,000	7,851		6%	8,142	8,142	8,142	
FS22130	1,400	806	594	49		6%	85	85	85	
NSHS22053	52,807	42,597	10,210	42,597	52,117	100%	52,807	690	690	
NSHS22086	27,748	17,154	10,594	16,983	27,748	99%	27,471	(277)		(277)
NSHS22088	275,427	218,458	56,969	203,406	275,427	93%	256,450	(18,977)		(18,977)
NSHS22110	16,874	6,614	10,260	446		7%	1,138	1,138	1,138	
LIS22003	265,000	210,322	54,678	155,507	222,663	74%	195,935	(26,728)		(26,728)
LIS22004	5,166	5,357	(191)	3,083	4,345	58%	2,973	(1,453)		(1,453)
LIS22005	672	469	203	327	480	70%	469	(11)		(11)
LIS22007	181,609	144,223	37,386	107,131	112,789	74%	134,902	22,113	22,113	
LIS22012	2,173	2,211	(38)	1,723	2,173	78%	1,693	(488)		(488)
LIS22013	8,588	6,061	2,527	1,029	560	17%	1,458	898	898	
LIS22019	24,558	6,360	18,198	5,518	24,558	87%	21,307	(3,251)		(3,251)
LIS22023	21,875	6,765	15,110	5,923	21,875	88%	19,152	(2,723)		(2,723)
LIS22025	4,568	3,303	1,265	2,031	4,568	61%	2,809	(1,759)		(1,759)
LIS22030	149,700	133,461	16,239	127,765	149,700	96%	143,311	(6,389)		(6,389)
LIS22032	4,930	4,061	869	3,085	3,642	76%	3,745	103	103	
LIS22035	30,600	29,057	1,543	23,759	30,600	82%	25,021	(5,579)		(5,579)
LIS22036	25,560	18,785	6,775	18,062	25,560	96%	24,576	(984)		(984)
LIS22038	1,802	2,398	(596)	1,464	1,802	61%	1,100	(934)		(934)
LIS22039	2,325	3,023	(698)	1,857	2,325	61%	1,428	(1,166)		(1,166)
LIS22040	100,000	67,922	32,078	63,874	82,190	94%	94,040	11,850	11,850	
LIS22042	2,446	1,889	557	1,161	2,446	61%	1,503	(943)		(943)
LIS22046	37,000	32,222	4,778	21,418	12,843	66%	24,594	11,751	11,751	
LIS22052	18,521	10,159	8,362	952	3,900	9%	1,736	(2,164)		(2,164)
LIS22053	32,000	27,123	4,877	11,745	12,400	43%	13,857	1,457	1,457	
LIS22055	7,500	6,575	925	6,575	1,032	100%	7,500	6,468	6,468	
WS22009	12,222	8,065	4,157	4,553	6,890	56%	6,900	10	10	
WS22042	38,000	37,869	131	31,679	2,781	84%	31,789	29,008	29,008	

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MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
DECEMBER 31, 2022

Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
WS22059	7,400	2,783	4,617	1,203	7,400	43%	3,199	(4,201)		(4,201)
WS22066	7,241	3,737	3,504	1,586	3,581	42%	3,073	(508)		(508)
WS22083	1,899	1,178	721	413	722	35%	666	(56)		(56)
WS22097	1,438	1,590	(152)	936	1,323	59%	847	(539)		(539)
WS22127	4,261	3,333	928	2,781	1,764	83%	3,555	1,791	1,791	
WS22160	28,000	33,626	(5,626)	45,364		100%	28,000	39,738	39,738	
WS22163	93,410	72,284	21,126	60,659		84%	78,387	78,387	78,387	
WS22170	6,831	1,084	5,747	161		15%	1,015	1,015	1,015	
S20034	34,711	16,125	18,586	15,414	34,711	96%	33,180	(1,531)		(1,531)
S20102	62,298	30,916	31,382	28,022	57,837	91%	56,466	(1,371)		(1,371)
S20167	45,563	26,049	19,514	17,075	30,043	66%	29,866	(177)		(177)
S20173	36,250	35,347	903	32,581	36,250	92%	33,413	(2,837)		(2,837)
S20201	1,008,023	755,000	253,023	540,381	795,641	72%	721,479	(74,162)		(74,162)
S20208	146,117	83,954	62,163	76,775	134,128	91%	133,622	(506)		(506)
S20225	231,215	185,975	45,240	157,715	200,268	85%	196,081	(4,187)		(4,187)
S21063	52,271	35,613	16,658	30,421	45,416	85%	44,650	(766)		(766)
S21092	767,432	610,000	157,432	528,142	590,786	87%	664,448	73,662	73,662	
S21105	140,636	146,180	(5,544)	139,534	133,214	95%	134,242	776	776	
S21107	112,994	66,425	46,569	50,342	85,357	76%	85,636	279	279	
S21111	130,000	121,113	8,887	107,221	106,285	89%	115,089	8,804	8,804	
S21182	21,995	18,831	3,164	18,831	8,406	100%	21,995	13,589	13,589	
S21225	128,673	103,111	25,562	100,536	128,673	98%	125,460	(3,213)		(3,213)
S21236	124,775	97,944	26,831	97,944	124,775	100%	124,775	0		
S21237	861,300	760,000	101,300	726,042	841,350	96%	822,816	(18,534)		(18,534)
S21255	16,401	11,000	5,401	7,475	16,038	68%	11,145	(4,893)		(4,893)
S21281	38,607	5,580	33,027	29,270	31,845	100%	38,607	6,762	6,762	
S21285	328,587	80,000	248,587	47,581	272,903	59%	195,431	(77,472)		(77,472)
S21288	141,281	123,069	18,212	116,091	134,638	94%	133,270	(1,368)		(1,368)
S21289	130,468	98,280	32,188	95,520	129,618	97%	126,804	(2,814)		(2,814)
S21290	165,719	136,206	29,513	70,321	92,946	52%	85,558	(7,388)		(7,388)
S21293	25,675	18,358	7,317	13,265	19,878	72%	18,552	(1,326)		(1,326)
S21294	201,058	158,297	42,761	135,819	177,971	86%	172,508	(5,463)		(5,463)
S21295	171,555	179,379	(7,824)	167,588	149,819	93%	160,278	9,945	9,945	
S21296	157,799	92,167	65,632	84,064	73,699	91%	143,926	70,227	70,227	
S21297	20,662	17,741	2,921	17,356	20,662	98%	20,214	(448)		(448)
S21302	111,380	87,389	23,991	71,458	90,737	82%	91,075	338	338	
S21305	117,860	69,357	48,503	58,810	100,893	85%	99,937	(956)		(956)
S21315	21,251	14,581	6,670	9,282	13,943	64%	13,528	(415)		(415)
S21318	6,076	4,648	1,428	4,223	5,778	91%	5,520	(258)		(258)
S21323	47,113	35,839	11,274	34,534	45,084	96%	45,397	313	313	
S21324	45,851	31,531	14,320	30,531	45,613	97%	44,397	(1,216)		(1,216)
S21329	25,291	26,170	(879)	14,813	19,017	57%	14,315	(5,083)		(5,083)
S21334	8,989	10,428	(1,439)	628	670	6%	541	(1,481)		(1,481)
S21337	12,954	10,830	2,124	10,599	12,731	98%	12,678	(53)		(53)
S21338	1,952	874	1,078	647	747	74%	1,445	698	698	
S21339	87,356	49,180	38,176	46,849	86,769	95%	83,216	(3,553)		(3,553)
S21344	90,000	65,814	24,186	62,278	37,280	95%	85,165	47,885	47,885	
S21345	7,872	6,789	1,083	6,241	7,872	92%	7,237	(635)		(635)
S21348	78,933	50,600	28,333	33,164	56,092	66%	51,734	(4,358)		(4,358)
S21354	104,318	57,365	46,953	7,560	2,002	13%	13,748	11,746	11,746	
S22001	12,339	9,407	2,932	9,215	19,939	98%	12,087	(7,852)		(7,852)
S22002	300,000	298,392	1,608	297,075	245,016	100%	298,676	53,660	53,660	
S22003	399,811	213,545	186,266	212,043	382,379	99%	396,999	14,620	14,620	
S22004	114,614	88,617	25,997	84,965	82,278	96%	109,891	27,613	27,613	
S22005	51,768	36,916	14,852	36,436	45,721	99%	51,095	5,374	5,374	
S22010	176,035	108,384	67,651	108,144	175,234	100%	175,645	411	411	
S22114	77,823	60,101	17,722	58,968	76,522	98%	76,356	(166)		(166)

See Independent Accountants' Audit Report.

MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
DECEMBER 31, 2022

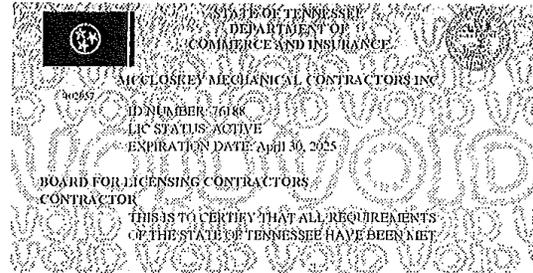
Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
S22015	1,093	4,721	(3,628)	576	795	12%	133	(3,847)		(3,847)
S22018	2,982	2,031	951	2,030	2,808	100%	2,981	173	173	
S22020	45,634	27,826	17,808	25,835	29,533	93%	42,369	12,836	12,836	
S22026	145,918	112,000	33,918	129,045	119,292	100%	145,918	26,626	26,626	
S22027	5,805	4,529	1,276	2,711	4,032	60%	3,475	(557)		(557)
S22032	217,244	127,988	89,256	127,173	209,010	99%	215,861	6,851	6,851	
S22034	28,041	10,815	17,226	10,334	20,123	96%	26,794	6,671	6,671	
S22035	9,011	7,805	1,206	7,631	9,011	98%	8,810	(201)		(201)
S22038	28,745	16,628	12,117	16,628	28,128	100%	28,745	617	617	
S22041	68,117	53,297	14,820	40,691	42,517	76%	52,006	9,489	9,489	
S22050	13,772	9,093	4,679	8,353	7,249	92%	12,651	5,402	5,402	
S22066	89,289	59,276	30,013	35,248	50,375	59%	53,095	2,720	2,720	
S22069	333,146	204,000	129,146	193,261	324,146	95%	315,608	(8,538)		(8,538)
S22070	23,282	21,808	1,474	20,328	21,044	93%	21,702	658	658	
S22080	17,891	6,788	11,103	6,534	17,891	96%	17,222	(669)		(669)
S22081	12,881	9,777	3,104	8,961	11,950	92%	11,806	(144)		(144)
S22090	37,047	21,750	15,297	21,519	36,898	99%	36,654	(244)		(244)
S22092	519,933	360,000	159,933	346,052	503,017	96%	499,788	(3,229)		(3,229)
S22094	144,531	93,113	51,418	86,798	143,531	93%	134,729	(8,802)		(8,802)
S22101	645,000	450,000	195,000	298,644	349,072	66%	428,056	78,984	78,984	
S22104	349,000	325,000	24,000	60,323	33,750	19%	64,778	31,028	31,028	
S22106	118,904	75,000	43,904	66,592	97,245	89%	105,574	8,329	8,329	
S22108	33,585	18,623	14,962	16,286	24,213	87%	29,370	5,157	5,157	
S22109	4,314	2,874	1,440	2,874	2,999	100%	4,314	1,315	1,315	
S22118	23,682	23,639	43	5,397	19,105	23%	5,407	(13,698)		(13,698)
S22123	355,497	245,000	110,497	180,962	317,772	74%	262,577	(55,195)		(55,195)
S22126	154,013	73,000	81,013	71,792	154,013	98%	151,464	(2,549)		(2,549)
S22141	1,100,156	915,000	185,156	903,707	995,000	99%	1,086,578	91,578	91,578	
S22145	28,900	33,000	(4,100)	11,393	446	35%	9,978	6,847	6,847	
S22148	5,031	2,523	2,508	2,138	5,031	85%	4,263	(768)		(768)
S22156	996,950	775,000	221,950	330,695	346,000	43%	425,402	79,402	79,402	
S22160	236,375	214,000	22,375	182,581	213,124	85%	201,671	(11,453)		(11,453)
S22162	51,811	45,282	6,529	21,546		48%	24,653	24,653	24,653	
S22165	300,000	250,000	50,000	178,761	71,800	72%	214,513	142,713	142,713	
S22171	30,896	25,936	4,960	22,391	23,451	86%	26,673	3,222	3,222	
S22175	297,725	250,000	47,725	235,894	265,000	94%	280,926	15,926	15,926	
S22183	35,536	30,779	4,757	9,995	12,891	32%	11,540	(1,351)		(1,351)
S22186	28,492	25,257	3,235	16,182	19,233	64%	18,255	(978)		(978)
S22188	22,323	18,000	4,323	10,884	21,874	60%	13,498	(8,376)		(8,376)
S22189	30,925	20,000	10,925	16,906	30,925	85%	26,141	(4,784)		(4,784)
S22192	233,808	165,000	68,808	88,367	132,483	54%	125,218	(7,265)		(7,265)
S22198	84,388	72,887	11,501	51,965	62,174	71%	60,165	(2,009)		(2,009)
S22202	65,312	42,000	23,312	32,048	56,021	76%	49,836	(6,185)		(6,185)
S22207	27,163	20,180	6,983	20,032	22,502	99%	26,964	4,462	4,462	
S22213	109,575	65,000	44,575	31,453	48,425	48%	53,022	4,597	4,597	
S22222	19,002	17,867	1,135	17,164	18,573	96%	18,254	(319)		(319)
S22232	125,771	103,893	21,878	103,693	124,668	100%	125,529	861	861	
S22240	75,359	68,000	7,359	56,253	64,006	83%	62,341	(1,665)		(1,665)
S22241	157,703	130,000	27,703	97,871	129,702	75%	118,727	(10,975)		(10,975)
S22242	90,000	68,330	21,670	5,316	6,550	8%	7,002	452	452	
S22248	13,966	14,126	(160)	13,281	13,966	94%	13,131	(845)		(845)
S22251	10,909	5,621	5,288	4,746	8,783	84%	9,211	428	428	
S22254	60,026	40,000	20,026	28,900	36,345	72%	43,369	7,024	7,024	
S22256	3,596	1,848	1,748	1,791	3,596	97%	3,485	(111)		(111)
S22257	16,656	5,823	10,833	5,823	12,156	100%	16,656	4,500	4,500	
S22258	53,784	49,606	4,178	39,429	43,501	79%	42,750	(751)		(751)
S22261	69,095	63,342	5,753	56,383	69,095	89%	61,504	(7,591)		(7,591)

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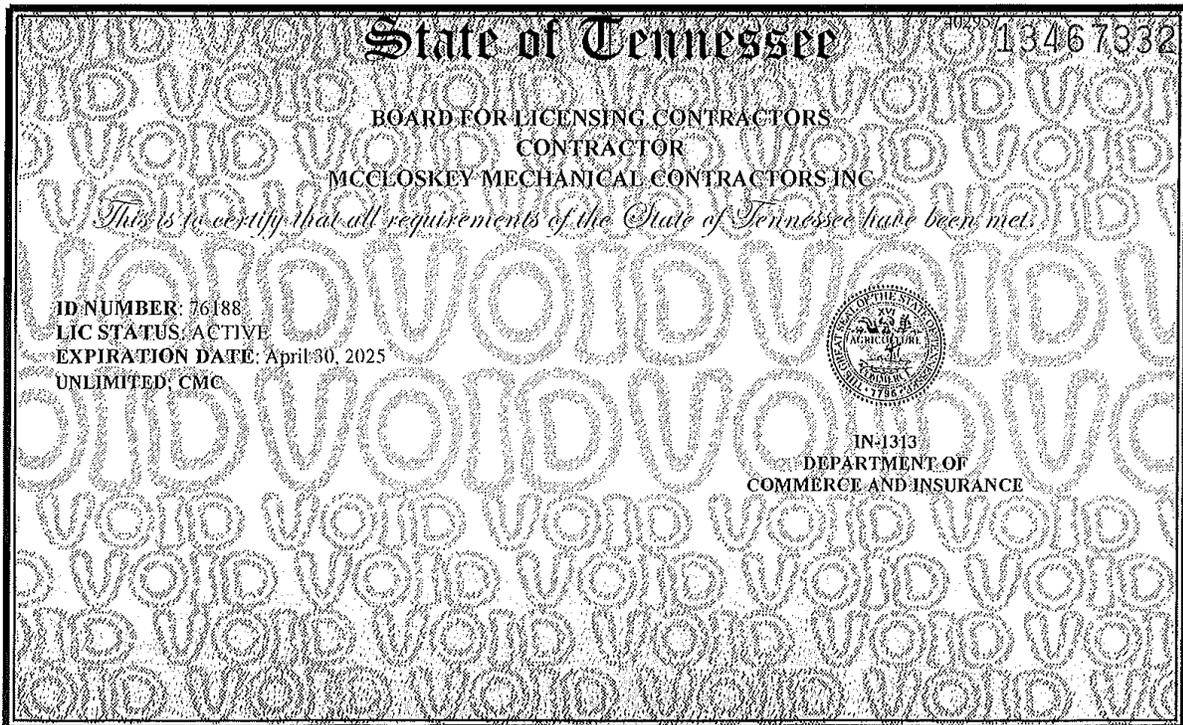
MCCLOSKEY MECHANICAL CONTRACTORS, INC.
SCHEDULE OF CONTRACTS IN PROGRESS (Continued)
DECEMBER 31, 2022

Contract Number	Contract Price	Estimated Cost	Estimated Gross Profit	Actual Costs to Date	Billings to Date	Percent Complete	Costs and Earnings to Date	(Over) Under Billings	Under Billings	(Over) Billings
S22263	28,874	23,903	4,971	18,501	17,512	77%	22,349	4,837	4,837	
S22270	5,267	2,701	2,566	1,091	1,965	40%	2,127	162	162	
S22725	511,016	450,000	61,016	2,500		1%	2,839	2,839	2,839	
S22278	308,699	271,620	37,079	165,086	196,175	61%	187,622	(8,553)		(8,553)
S22279	172,497	134,641	37,856	25,733	29,455	19%	32,968	3,513	3,513	
S22282	63,618	49,829	13,789	47,132	60,791	95%	60,175	(616)		(616)
S22284	4,512	2,488	2,024	2,488	2,882	100%	4,512	1,630	1,630	
S22286	9,739	6,914	2,825	5,640	7,775	82%	7,944	169	169	
S22295	8,605	8,853	(248)	6,271	5,666	71%	6,095	357	357	
S22300	125,284	82,000	43,284	23,566		29%	36,005	36,005	36,005	
S22304	102,851	35,000	67,851	34,571	102,851	99%	101,590	(1,261)		(1,261)
S22319	6,849	3,905	2,944	3,648	4,855	93%	6,398	1,543	1,543	
S22324	124,720	62,000	62,720	45,636	124,720	74%	91,802	(32,918)		(32,918)
S22327	16,849	12,451	4,398	1,531		12%	2,072	2,072	2,072	
S22331	219,000	160,000	59,000	31,833		20%	43,571	43,571	43,571	
S22340	9,225	7,285	1,940	6,877	8,852	94%	8,708	(144)		(144)
S22314	1,667	1,151	516	678	1,051	59%	982	(69)		(69)
S22347	168,266	123,141	45,125	43,765	49,027	36%	59,803	10,776	10,776	
S22348	36,779	22,869	13,910	14,717	16,369	64%	23,669	7,300	7,300	
S22350	5,641	3,622	2,019	2,268	305	63%	3,532	3,227	3,227	
S22358	99,256	75,000	24,256	43,395	52,145	58%	57,430	5,285	5,285	
S22359	45,161	30,000	15,161	14,939	26,097	50%	22,489	(3,608)		(3,608)
S22360	28,527	26,151	2,376	20,561	26,342	79%	22,429	(3,913)		(3,913)
S22361	11,071	27,208	(16,137)	1,842	4,297	7%	750	(18,592)		(18,592)
S22365	16,110	14,000	2,110	1,637		12%	1,884	1,884	1,884	
S22367	12,386	11,952	434	7,252	12,386	61%	7,515	(4,871)		(4,871)
S22373	175,000	130,445	44,555	54,449	41,585	42%	73,047	31,462	31,462	
S22375	37,075	30,171	6,904	4,561	9,565	15%	5,605	(3,960)		(3,960)
S22381	49,521	26,000	23,521	13,107	32,911	50%	24,964	(7,947)		(7,947)
S22383	11,000	5,091	5,909	3,191	3,342	63%	6,895	3,553	3,553	
S22385	1,384	877	507	602	1,384	69%	950	(434)		(434)
S22390	1,955,000	1,700,000	255,000	27,259	48,750	2%	31,348	(17,402)		(17,402)
S22392	4,000	1,416	2,584	1,416	750	100%	4,000	3,250	3,250	
S22393	910,000	780,000	130,000	11,307		1%	13,192	13,192	13,192	
S22395	15,078	9,684	5,394	8,158	13,792	84%	12,702	(1,090)		(1,090)
S22415	26,843	15,000	11,843	552	4,032	4%	988	(3,044)		(3,044)
S22417	11,659	8,167	3,492	7,951	11,659	97%	11,351	(308)		(308)
S22422	16,871	10,000	6,871	3,397	16,277	34%	5,731	(10,546)		(10,546)
S22426	34,050	28,000	6,050	4,800		17%	5,837	5,837	5,837	
S22427	25,216	18,000	7,216	7,745	19,337	43%	10,850	(8,487)		(8,487)
S22429	2,130	2,036	94	1,498	1,113	74%	1,567	454	454	
S22430	16,386	14,221	2,165	1,856	1,888	13%	2,139	251	251	
S22432	1,324	774	550	388	666	50%	664	(2)		(2)
S22433	13,715	7,906	5,809	3,100		39%	5,378	5,378	5,378	
S22434	14,302	9,000	5,302	6,286	8,502	70%	9,989	1,487	1,487	
S22436	32,162	24,000	8,162	8,810	32,162	37%	11,806	(20,356)		(20,356)
S22445	4,488	981	3,507	563	1,858	57%	2,576	718	718	
\$ 143,228,197	\$ 124,274,938	\$ 18,953,259	\$ 80,566,547	\$ 94,163,741			\$ 91,949,271	\$ (2,435,671)	\$ 4,251,529	\$ (6,687,201)

See Independent Accountants' Audit Report.



MCCLOSKEY MECHANICAL CONTRACTORS INC
 445 LOWER LANDING ROAD
 BLACKWOOD, NJ 08012





615.953.1300

MCCLOSKEY

MECHANICAL CONTRACTORS, INC.

501 METROPLEX DRIVE ♣ SUITE 309 ♣ NASHVILLE, TENNESSEE 37211

BLACKWOOD, NJ ♣ BOSTON, MA ♣ WASHINGTON, D.C. ♣ NEW YORK, NY

ORLANDO, FL ♣ DALLAS, TX ♣ RALEIGH, NC

www.mccloskeymechanical.com

REFERENCES

Title of Work/Project: HVAC Services, Maintenance and Installations

Name: Cushman & Wakefield U.S. Inc.

Address: 5200 Maryland Way, Brentwood, TN 37027

Contact Person: Amberlyn Richardson

Phone Number: 601-301-2800

Email: amberlyn.richardson@cushwake.com

Dates: May 2021 to Present

Title of Work/Project: HVAC Services, Maintenance and Installations

Name: Ameritech Facility Services, LLC

Address: 1500 Airport Drive, Suite 200, Ball Ground, GA 30107

Contact: Tom Spears

Phone Number: 615-406-8107

Email: tom.spears@ameritechfs.com

Date: May 2021 to Present

Title of Work/Project: HVAC Services, Maintenance and Installations

Name: Cole Professional Services

Address: 502 East Cowan Creek Cove, Brandon, MS 39047

Contact: Jimmy Cole

Phone Number: 601-668-5641

Email: cchinc546@gmail.com

Date: July 2021 to Present

Title of Work/Project: HVAC Services, Maintenance and Installations

Name: John Nelley, JR., P.C.

Address: 782 Melrose Avenue, Nashville, TN 37211

Contact: Nickie Pahle

Phone Number: 615-586-2290

Email: nickie@johnnelley.com

Date: June 2021 to Present

OUR MISSION

McCloskey Mechanical is committed to being a step above the rest. We accomplish this by creating a safe working environment where pride in quality work, customer satisfaction, and building lifelong relationships with our customers, coworkers, subcontractors, and suppliers is our priority.

COOLING ♣ HEATING ♣ PIPING ♣ PLUMBING ♣ SERVICE & MAINTENANCE

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made by and between THE CITY OF SPRING HILL, TENNESSEE (the “City”) and MCCLOSKEY MECHANICAL CONTRACTORS, INC. (“Vendor”) (collectively as “Parties”), and is entered into on October 2, 2023, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires services for plumbing maintenance, replacement and repair it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City’s benefit; and

WHEREAS, pursuant to state law, the City issued published a Request for Proposal (RFP) and Vendor submitted a bid; and

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be October 2, 2023.
2. **TERM.** The term of this Agreement shall be from the Effective Date herein through October 1, 2024. Term is for one year but may be renewed for two additional terms of one year each if both parties agree to renew.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers’ compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
 - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;

- b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
- c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. **VENDOR RESPONSIBILITIES.**

- a. Provide standard proof of work documentation following the completion of work. Document must include sufficient information to identify the facility where the work was performed, equipment, and/or components on which the work was performed, the purpose of work, date and time of the work, parts used, types of refrigerants, and the name/cert. # of technicians executing the work. This should be submitted within 5 business days of the work being performed.
- b. Provide 24-hour emergency service as needed in all aspects of the plumbing emergency repair for the City of Spring Hill Facilities. Emergency hours shall be Monday through Friday 5:00 pm to 7:00 am. and 24 hours each day on weekends and holidays. The company shall provide emergency response on-site within two (2) hours of notification but must also provide a call-back to City staff within 30 minutes to discuss the issue and response plan. Failure to meet these requirements can result in the termination of the agreement.
- c. Provide a staffing level that will provide the desired level of customer service, program support, plumbing replacement, maintenance and repairs.
- d. Use technicians sufficiently trained and under the direction of a licensed plumbing repair holding a Tennessee license.
- e. Provide the ability to respond immediately (within 2 hours) to situations involving the health and safety of employees and/or the public. Routine repairs, service requests, or other non-urgent tasks shall be completed within one (1) working day from the date of the request.
- f. Must be able to perform work on mobile structures.

5. CITY'S RESPONSIBILITIES.

a. No applicable City responsibilities

- 6. INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered acting under the supervision, direction and control of City.
- 7. AMENDMENT AND TERMINATION.** This Agreement may be terminated without cause at any time by either Party through the issuance of a thirty (30) day written notice pursuant to this Agreement. Termination with cause shall not require advance notice.
- 8. NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.
- 9. ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.
- 10. MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.
- 11. NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

12. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
13. **TIME.** The Contractor shall finish within the agreed upon time frame.
14. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.
15. **INDEMNITY.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.
16. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
17. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective 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 the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.
18. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.
19. **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.
20. **NOTICES.** All notices 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 Vendor: Colin Campano, Vice President
McCloskey Mechanical Contractors, Inc.
445 Lower Landing Road
Blackwood, NJ 08012

If to City: Mayor Jim Hagaman
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.
Middle Tennessee Law Group, PLLC
d/b/a Wolaver, Carter & Heffington
809 South Main Street, Suite 100
Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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

22. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements either written or oral, unless otherwise expressly stated herein.

23. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: _____

JIM HAGAMAN
Mayor of Spring Hill

Date of Execution: _____

By:  _____

VENDOR REPRESENTATIVE

Date of Execution: September 28, 2023

RESOLUTION 23-193

A RESOLUTION TO AUTHORIZE THE PURCHASE OF SIX SCOUT PLUS DEVICES THROUGH MIOVISION, A SOLE SOURCE VENDOR

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen recognizes the need for traffic calming measures to address speeding, traffic and safety concerns; and

WHEREAS, the City of Spring Hill is committed to finding ways to enhance efficient solutions to vehicular traffic in our residential and commercial areas; and

WHEREAS, the current traffic count equipment is out of date and in need of replacement; and

WHEREAS, the purchase of six video scout plus devices will provide travel time summaries, turning moving counts and speed which will assist the traffic department on making informed decisions on temporary traffic control requests, detours and multi-model circulation; and

WHEREAS, funding for the purchase of the six video scout plus devices will be expensed in the 2023-2024 budget year from 43120-54233.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen authorizes the purchase of six scout plus devices from Miovision, a sole source vendor, at a total cost of \$54,275.00.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 2nd day of October 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: **Approval of Resolution 23-193**

SUBMITTED BY: Tyler Scroggins, Public Works Director

DATE: **October 2, 2023**

RE: **To authorize the purchase of six Scout Plus Devices from Miovision, a sole source vendor**

ATTACHMENTS: **Quote and Sole Source Letter**

PURPOSE:

The purpose of this resolution is to approve the purchase of six Miovision Scout Plus Devices. Miovision is a sole source vendor.

BACKGROUND:

City staff has received a price quote for six scout plus devices. The pricing is from Miovision Sole Source vendor.

Our current traffic count equipment is outdated and in need of replacement. The video detection provided by the scout plus device includes travel time summaries, turning movement counts, and speed which will assist the traffic department on making informed decisions on temporary traffic control requests, detours and multi-modal circulation. The Traffic Department will be able to use the traffic counters to make counts in-house, rather than hiring a contractor to take the counts and produce reports. Traffic Department will be able to use the counters for real time traffic reports in house and provide data to Traffic Engineering firms on demand.

The total costs for the new devices are \$54,275.00 as reflected on the attached quote.

FINANCIAL IMPACT:

The funding for the devices will be from the Traffic Department (110-43120-54233) as budgeted for FY 2023/24 - **\$75,000.00 budgeted.**

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-193 to approve the purchase of six scout plus devices from Miovision, a sole source vendor for traffic calming.



Quote Q-25457

Version Q-25457-20230926-1111

Miovision Technologies Incorporated
 137 Glasgow Street, Suite 110 Kitchener, ON N2G 4X8
 Tax ID #831042346
Account Executive: Sam Young
 syoung@miovision.com
Shipping Contact: Tyler Scroggins
 tscroggins@springhilltn.org

Date: 9/26/2023
 Valid Until: 12/25/2023
 Currency: U.S. Dollar
 Payment Term: Net 30
 Billing Term: Standard Billing Terms
 Shipping Term: FOB Shipping Point

Bill To

City of Spring Hill (TN)
 199 Town Center Parkway
 PO Box 789
 Spring Hill, Tennessee 37174
 United States

Ship To

City of Spring Hill (TN)
 199 Town Center Parkway
 Spring Hill, Tennessee 37174
 United States

Product Name	Start Date (yyyy-mm-dd)	End Date (yyyy-mm-dd)	Term (Months)	Annual Price	Price	Qty	Total
Scout Plus Device					\$7,300.00	6	\$43,800.00
=>Scout Plus and Scout Explore Rechargeable Battery					\$750.00	12	\$9,000.00
=>Scout Plus and Explore - Annual Connectivity	2023-10-31	2024-10-30	12	\$200.00	\$200.00	6	\$1,200.00

Shipping & Handling \$275.00
Subtotal (Net) : USD 54,275.00
Tax : USD 0.00
Total : USD 54,275.00

DataLink Usage Rates	Rate
Onboard Road Volume Count (1 study-hour)	\$4.00
Intersection Count (1 hour)	\$24.00
Intersection Count with Premium Class (1 hour)	\$28.00
Light Goods Vehicle - Intersection counts (1 Hour)	\$2.00
Crosswalk Data (1 hour)	\$2.00
Intersection Count 24+ Hour Study (1 hour)	\$16.67
Intersection Count 24+ Hour Study with Premium Class (1 hour)	\$18.00
Travel Time Report Generation (1-Hour)	\$15.00
Travel Time Report Generation (24-Hour)	\$12.50
Road Volume Count (1 lane-hour)	\$2.00
Road Volume Count with Premium Class (1 lane-hour)	\$3.00
Light Goods Vehicle - Road Volume Counts (1 lane-hour)	\$0.25
Small Roundabout (1 hour)	\$36.00
Small Roundabout with Premium Class (1 hour)	\$39.00
Large Roundabout (1 Hour)	\$76.00
Large Roundabout with Premium Class (1 Hour)	\$79.00

DataLink Usage Rates	Rate
Light Goods Vehicle - Roundabout Counts (1 Hour)	\$2.00
Pathway Volume (1 lane-hour)	\$6.00
Junction Count (1 Hour)	\$18.00
Intersection Right Turn On Red	\$2.00
Rush Turnaround - 48 Hours	\$3.00
Rush Turnaround - 24 Hours	\$7.00

The Customer hereby agrees to order the products outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions outlined at:

<https://miovision.com/legal/msa>

For customers paying by credit card, a Miovision accounts receivable representative will contact you by phone to obtain credit card details. Please note that in order to complete payment the Miovision representative will require you to provide the applicable Quotation reference number.

Date: _____

Name: _____

Signature: _____

Canada remit to: Miovision Technologies Incorporated
 137 Glasgow St., Suite 110, Kitchener, Ontario, N2G 4X8, Canada
 GST# 831042346 QST# 122032762 TIN# 98-0588774

United States remit to: Miovision Technologies Incorporated
 PO Box 675431, Detroit, Michigan, 48267-5431, United States

Bank Details CDN

Royal Bank of Canada, 180 Wellington Street West, Toronto, Ontario, M5J 1J1
 BankID, Transit # 003,06019 Swift: ROYCCAT2 Account: 1025444 Routing #:000306019

Bank Details USD

Comerica Bank, 226 Airport Parkway, Suite 100, San Jose, California, 95110
 ABA/Routing Number: 121-137-522, Account Number: 1895-73030-5, Account Type: Commercial Checking, Swift Code: MNBUS33



Mr. Tyler Scroggins,
Public Works Director,
City of Spring Hill, Tennessee.

August 11, 2023
RE: Miovision Sole Source Letter

Dear Mr. Scroggins,

Miovision's Traffic Data Solution provides transportation professionals with an end-to-end data collection and management platform. Traffic data is delivered to the Platform by using Miovision's Video Collection Units, or by making a request with Miovision Central, which utilizes local traffic data firms to fulfill the request using the Miovision Video Collection Unit. Video on the Miovision Platform is processed with analysis software that uses specially developed algorithms and systems and is protected by U.S. patent 20080270569.

This letter is to confirm that the automated traffic count system provided and distributed by Miovision Technologies Inc. is a sole source product. Miovision Technologies, Inc. is the sole manufacturer of software that will analyze recorded raw video from an intersection, roundabout, highway, or mid-block location and provide a detailed, tabular report of vehicular counts, movements and classifications. Miovision Technologies, Inc. is the sole manufacturer of the portable camera hardware, mounting equipment, and video collection unit necessary to record video at an intersection, roundabout, highway, or mid-block location. Miovision Technologies, Inc. is the sole provider of a web site that allows end users to view their uploaded raw video and accompanying traffic data through a secure username and password and store it for future observation with sharing capabilities for clients and colleagues.

Miovision Technologies, Inc. is the sole provider and authorized source for support of the Miovision Platform and the repair of the Miovision Video Collection Unit.

If you desire additional information, please don't hesitate to contact me at 519-513-2407 ext 288 at any time or visit our web site at miovision.com.

Manufacturing & Shipping facilities located:
137 Glasgow Street, Suite 110
Kitchener, Ontario, Canada
N2G 4X8
Sincerely,

A handwritten signature in black ink, appearing to read "Kurtis McBride".

Kurtis McBride, CEO
Miovision Technologies, Inc.

137 Glasgow St., Suite 110 Kitchener, Ontario, Canada N2G 4X8 • 1.877.646.8476 • miovision.com

RESOLUTION 23-194

A RESOLUTION TO APPROVE RENEWAL OF PROFESSIONAL SERVICES AGREEMENT WITH THE VOLKERT 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 21-188; and

WHEREAS, the Professional Agreement was for a two (2) year term 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 Volkert 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.

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 Volkert 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 2nd day of October, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 23-194*
SUBMITTED BY: Tyler Scroggins, Public Works Director
Peter Hughes, Development Services Director
DATE: October 2, 2023
RE: To authorize the renewal of the Professional Services Agreement with the Volkert 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 Volkert 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 November 1, 2023. Resolution 21-188 approved the Professional Services Agreement with Volkert 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 Volkert for on-call traffic engineering services.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF SPRING HILL, TENNESSEE
AND VOLKERT, INC.**

THIS AGREEMENT is renewed this ____ day of _____, 2023, by and between **CITY OF SPRING HILL, TENNESSEE** (hereinafter “City”), and Volkert, 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 of 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 November 8, 2021 through November 7, 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 November 8, 2023 through November 7, 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: Att: Dyan Damron, PE
 Title: Traffic & ROW Manager
 750 Old Hickory Blvd., Suite 230-1
 Brentwood, TN 37027

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

VOLKERT, INC.

By: Justin I Eckel
Justin Eckel

(Print Name)

RESOLUTION 21-188

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH VOLKERT, INC. FOR ON-CALL TRAFFIC ENGINEERING SERVICES

WHEREAS, the City of Spring Hill has identified the need for on-call traffic engineering services to perform 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; and

WHEREAS, the City does not have a traffic engineer on staff and requests to utilize outside consultants to provide assistance; and

WHEREAS, a Request for Qualifications was advertised and Statement of Qualifications were opened on September 8, 2021; and

WHEREAS, six Statement of Qualifications were received with staff review selecting three to submit a cost proposal to enter in to a Professional Services Agreement with the City; and

WHEREAS, City staff recommends entering in to a Professional Services Agreement Volkert, Inc. for a period of two years from date of execution with the option to renew for two (12) month periods if both parties are in agreement for extension.

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve the Professional Services Agreement Volkert, Inc. for on-call traffic engineering services to be utilized on as an-needed basis, attached hereto.
2. Authorize the Mayor to execute the Professional Services Agreement, attached hereto.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 1st day of November, 2021.

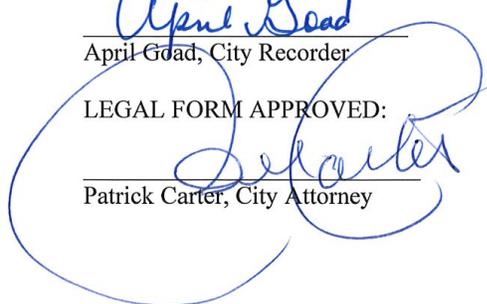

Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: Approval of Resolution 21-188
SUBMITTED BY: Pam Caskie, City Administrator
Missy Stahl, CIP Manager
DATE: November 1, 2021
RE: To authorize the Mayor to sign a Professional Services Agreement with Volkert, Inc. for on-call traffic engineering services
ATTACHMENTS: PSA

PURPOSE:

The purpose of this resolution is to authorize the Mayor to sign a Professional Services Agreement with Volkert, Inc. to be used as an outside consultant when needed for on-call traffic engineering services.

BACKGROUND:

The City has identified the need for on-call traffic engineering services to perform 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. Since we do not have a traffic engineer on staff, the on-call services would be provided by an outside consultant.

A Request for Qualifications was advertised with Statement of Qualifications opened on September 8, 2021. The RFQ included several areas for which services may be needed, to include:

- Analysis of corridors for traffic improvement recommendations (traffic calming evaluations and recommendations)
- 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)
- Performing traffic data collection
- Conducting traffic signal timing studies
- Other municipal traffic related services



Six SOQs were received: Barge Design, The Corradino Group, Thomas & Hutton, Volkert, KCI, and Neel-Schaffer. Staff personnel evaluated and ranked each on five areas of criteria met:

1. Qualifications and availability of personnel and subconsultants
2. Project understanding and responsiveness to project description
3. Project approach and methodology
4. Prior relevant experience with projects of similar size/complexity
5. Past record of performance with the City of Spring Hill

Three consultant firms will be selected, in the event one firm has a conflict of interest or is not able to assist on a specific project.

Based on the evaluations, City staff recommends Volkert, Inc. to be one of the three firms to enter in to a Professional Services Agreement with the City for on-call traffic engineering services. The term of the contract will be for two years from date of execution with an option to renewal for two (12) month terms if both parties agree.

FINANCIAL IMPACT:

The expenses would not be paid out until such time the on-call traffic engineering services are utilized as needed. Funding is budgeted in FY 21/22 in the State Street Aid fund (121-43190-290).

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 21-188 to authorize the Mayor to sign a Professional Services Agreement with Volkert, Inc. for on-call traffic engineering services.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF SPRING HILL, TENNESSEE
AND VOLKERT, INC.**

THIS AGREEMENT is made this the ____ day of _____, 2021, by and between **CITY OF SPRING HILL, TENNESSEE** (hereinafter “City”), and Volkert, 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 entering into 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 Pamela S. Caskie, City Administrator.
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 services of the Consultant shall be undertaken for a period of two years with an option for renewal of two (2) month periods if parties agree in writing pursuant to Article 9 herein.

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 show the detail of work performed, hours, employees and any reimbursable 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: _____

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, defend 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

VOLKERT, INC.

By: _____

(Print Name)

RESOLUTION 23-196

**A RESOLUTION TO APPROVE THE ACCEPTANCE OF A FEE IN LIEU FROM
HAVERHILL PROPERTIES (FAST PACE HEALTH) FOR THE CONSTRUCTION OF
BIKE LANES ON OLD PORT ROYAL ROAD**

WHEREAS, the City of Spring Hill reviewed and approved STP 1363-2023 on June 12, 2023 for the site layout and construction of a Fast Pace Health located off of Old Port Royal Road.

WHEREAS, Haverhill Properties(developer) is the entity responsible for the construction of Fast Pace Health and will do so in accordance with the Spring Hill Unified Development Code and as approved by the Planning Commission; and

WHEREAS, a condition of approval stated that the Planning Commission agreed to the acceptance of a fee in lieu for the cost to construct bike lanes; and

WHEREAS, the developer has prepared a cost estimate of the cost of bike lane to be \$7,400 and the developer has agreed to add 10 percent as a buffer, for a total fee in lieu of \$8,140.

WHEREAS, the acceptance of the fee in lieu will resolve one of the outstanding conditions of approval of STP 1363-2023; and

WHEREAS, the following documents have been attached to this resolution:

1. Planning Commission Approval Letter for STP1363-2023
2. Letter of Request from Haverhill Properties

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve the Development Agreement between the City of Spring Hill and Haverhill properties for fee in lieu for the construction cost of bike lanes on Old Port Royal Road along Fast Pace Street frontage.
2. The fee in lieu will be \$8,140.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: **Approval of Resolution 23-196**

SUBMITTED BY: **Peter Hughes, Development Services Director**

DATE: **October 2, 2023**

RE: **To accept fee in lieu for bike lanes on Old Port Royal Road associated with STP 1363-2023 Fast Pace Health**

ATTACHMENTS: **Resolution, Letter of request, and PC approval letter.**

PURPOSE:

The purpose of this resolution is authorizing the Mayor to execute a development agreement with Haverhill Properties (Fast Pace Health) to accept a fee in lieu for bike lanes on Old Port Royal Road.

BACKGROUND:

The Planning Commission Approved STP 1363-2023 Fast Pace Health with conditions on June 12, 2023. The conditions included a payment in lieu of for Old Port Royal Road bike lanes. The condition said a fee of up to \$15,000 would be required. The developer has prepared a cost estimate of 7,400 for the cost of the bike lane and at staff's request has added 10% (consistent with the city's bond standard) to make the final payment in lieu \$8,140.

STAFF RECOMMENDATION:

Staff recommends the approval and acceptance of the fee in lieu of for bike lanes.

Haverhill Properties

1113 Haverhill Drive
Brentwood, TN 37027

September 21, 2023

Peter Hughes, City Planner
City of Spring Hill, TN – Planning Dept.
199 Town Center Pkwy
Spring Hill, TN 37174

RE: Fast Pace Health STP 1363-2023
Bike Lane Fee Estimate

Dear Mr. Hughes:

I am writing you to submit a letter of request and documentation of the fee calculation for the bike lane payment for the above referenced Fast Pace Health project. Please see the email attached hereto as Exhibit A from Adam Ledsinger, our civil engineer, with an estimate calculation of the cost to construct the bike line in front of the Fast Pace Health property. His total estimate is \$7,400 and we have added to it a 10% buffer, for a total cost of \$8,140.

We respectfully request the Board of Mayor and Alderman of the City of Spring Hill to approve a payment amount of \$8,140 for the bike lane fee. Once approved, we will get a check issued to the City of Spring Hill.

Thank you for your consideration and if you have any questions or comments regarding this letter of request and documentation, please do not hesitate to contact me directly at 615-830-9102 or Miranda.Kelley@hklaw.com.

Sincerely,



Miranda Kelley
Partner, Haverhill Properties

Exhibit A

Bike Lane Cost Estimate

----- Forwarded message -----

From: Adam Ledsinger <adam@mbcivil.net>
Sent: Friday, June 9, 2023 5:21 PM
To: Kelley, Miranda K (NSH - X68674) <miranda.kelley@hklaw.com>, Russell Hayes <russell@hayesandsonsconstruction.com>
Cc: Rick Morrow <rmorrow2@bellsouth.net>
Subject: RE: Fee in Lieu of Bike Lanes

[External email]
Miranda,

Based on a pavement section(below) for a collector street (outlined in Chapter 16.5 of the UDC) and the TDOT unit price index from 2022. The cost would be around **\$7400.00**.

1.5" Surface
3" binder
10" stone

Adam Ledsinger, P.E.

MB CIVIL
ENGINEERING, LLC
759 Timber Ridge Dr.
Lexington, TN 38351
1-731-265-6827



June 16, 2023

Miranda Kelley
1113 Haverhill Dr
Brentwood, TN 37027

RE: STP 1363-2023 (TN Fast Pace Health)

Mr. Birdwell:

We are pleased to inform you that your application **STP 1363-2023** was approved by the Spring Hill Planning Commission on June 12, 2023, with the following condition(s):

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 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.*
3. *The applicant must make all improvements as recommended by the TIS during construction. Including a \$2,500 payment for re-timing.*
4. *No trees or shrubs may be placed within the PUDE to avoid future conflicts with utilities.*
5. *This approval does not approve any proposed signage. Signs are approved through a sign permit application.*
6. *If the applicant elects to dedicate the ROW, a ROW dedication plat will be required. If the applicant does not elect to dedicate the ROW, the 12.5' will need to be placed in reservation and a public access easement will need to be placed over the public sidewalk improvements.*
7. *A UDC compliant Lighting Plan is required.*
8. *The applicant has elected to make a payment in lieu of the installation of bike lanes. The total cost of bike lane fee shall not exceed \$15,000.*
9. *If future subdivisions are to occur from the existing parent tract, future cross access easement and utilities easements will be required.*
10. *The landscape plan shown below shall be added to the civil plan/construction set and be labeled fast pace health vs. Caliber collision*

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*
- 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. Curbs to be required on all internal drive isles, and dead-end parking is to be signed.*
- 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. Cross-access will be required for the future development of this site. The curb cut as shown will be required to be shared access off Old Port Royal.*
- 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 applicant must revise preliminary plat, final plat, or site plan and provide final design per the Planning Commissions, Board of Mayor and Alderman or the Board of Zoning Appeals approval as heard on June 12, 2023, prior to applying for any permits or future applications. All revisions must be provided to the Planning Department in PDF and hardcopy format.

Please contact the Planning Department if you have any questions or require further assistance at 931-486-2252 ext. 255.

Sincerely,

City of Spring Hill Planning Commission

RESOLUTION 23-197

**A RESOLUTION TO APPROVE A SPECIAL EVENT PERMIT FOR THE WELL
SPRING CHURCH 20th ANNIVERSARY**

WHEREAS, Title 16, Chapter 3, of the Spring Hill Municipal Code requires a permit for special events held in the city; and

WHEREAS, Amy Hudelson with Well Spring Church has made application to the Spring Hill Board of Mayor and Alderman; and

WHEREAS, the event will include fireworks and be required to meet all fire code requirements; and

WHEREAS, all requirements in Title 16, Chapter 3 of Spring Hill Municipal Code have been met.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, that the special event request is approved and staff is authorized to issue a permit for the Well Spring Church October 22 from 12PM to 7PM.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 2nd day of October, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

9/7/23, 3:57 PM

Spring Hill, TN - Official Website

Special Event Permit Application



Special Event Permit

The Special Event Permit can be completed online and used to apply for events in locations where people gather. Some events may require a permit from other organizations, and regulation is based on the type of event, the setting, and the potential risk to the participants and the surrounding community. All text and information submitted in this form may be used to promote the event if open to the public.

Enter the name of organization applying for Special Event Permit*

WellSpring Christian Church

Enter the name of the special event.*

20th Anniversary Celebration

Event type*

Block Party

Select the category that best applies to your event.

Other, please describe

Party with Games, Food Trucks, Music in our parking lot

Does your event have an expressive message covered by the First Amendment that you wish to protect?*

- Yes
- No

Event website

www.wellspringchristian.org

Please provide URL for the event website.

9/7/23, 3:57 PM

Spring Hill, TN - Official Website

Description of Event*

Block Party to celebrate WellSpring Christian Church's 20th anniversary. We will have inflatables, games, music, food trucks and fireworks. The event will be promoted on the following social media accounts:
<https://www.facebook.com/mywellspring>
<https://www.instagram.com/mywellspring/>

Please provide a promotional description of the event. Include social media links, and any other information.

Open to the public?*

- Yes
- No

Estimated attendance*

800

Enter estimated attendance per day. This information will be made available for public events.

Admission fee*

Free

Enter the price or price range of cost to attend (eg., \$25.00, \$25-45.00, or free.) This information will be made available for public events.

Event sponsors

Enter the name of the event sponsor(s).

Is this a recurring event?*

- Yes
- No

Date and Time

Please indicate below the time you will begin setting up temporary assets for the event; the start/end of the event; and the take-down of temporary assets.

9/7/23, 3:57 PM Spring Hill, TN - Official Website

<p>Set up*</p> <input type="text" value="10/22/202"/> <input type="text" value="12:00 PM"/> Enter date and time you will set up temporary assets.	<p>Start time*</p> <input type="text" value="10/22/202"/> <input type="text" value="3:00 PM"/> Enter time event begins.	<p>End time*</p> <input type="text" value="10/22/202"/> <input type="text" value="7:00 PM"/> Enter date and time event ends.	<p>Take down*</p> <input type="text" value="10/22/202"/> <input type="text" value="7:00 PM"/> Enter date and time you will take down temporary assets.
--	--	---	---

Applicant Contact Info

Please provide primary contact information for your organization. If there is a different primary contact on the day of the event, please enter it below as well.

<p>Primary Contact First Name*</p> <input type="text" value="Amy"/>	<p>Primary Contact Last Name*</p> <input type="text" value="Hudelson"/>		
<p>Address1*</p> <input type="text" value="1001 Chapman's Crossing"/>	<p>City*</p> <input type="text" value="Spring Hill"/>	<p>State*</p> <input type="text" value="TN"/>	<p>Zip*</p> <input type="text" value="37174"/>
<p>Phone*</p> <input type="text" value="6154963348"/> Please provide the applicant's phone number (eg, xxx-xxx-xxxx).	<p>Email address*</p> <input type="text" value="amyh@wellspringchristian.org"/> Please provide the applicant's email address (eg., myname@organization.net).	<p>Type of organization*</p> <p><input checked="" type="checkbox"/> Non-profit <input type="checkbox"/> Business/private corporation <input type="checkbox"/> other</p>	

<https://www.springhilltn.org/FormCenter/Print?formID=109&Preview=YES&Save=True&savedProgressID=> 3/9

9/7/23, 3:57 PM

Spring Hill, TN - Official Website

Secondary Person first name

Traci

Additional person to be included in correspondence.

Secondary person last name

McDuffie

Phone

6153020721

Email

traci@wellspringchristian.org

Day of Contact information*

- Yes
- No

Please provide information on the best person to contact on the day of the event.

Same as applicant?

Food & Vendors

Will food or beverages be sold or given away?*

- Yes
- No

Will alcohol be served at the event?*

- Yes
- No

Will you provide potable water?*

- Yes
- No

Facilities & Equipment

<https://www.springhilltn.org/FormCenter/Print?formID=109&Preview=YES&Save=True&savedProgressID=>

4/9

9/7/23, 3:57 PM Spring Hill, TN - Official Website

<p>Will the event have tents or canopies?*</p> <p><input type="radio"/> Yes <input type="radio"/> No</p>	<p>Will there be amplified sound?*</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>Will you be using generators?*</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p>Describe your trash and/or recycling services to be provided at the event.*</p> <p>We will be gathering trash and recyclables in our trashcans and disposing in our dumpster on site.</p>	<p>Describe the portable restroom set-up at your event, to include the total number and number of ADA compliant restrooms.*</p> <p>We will used the church's indoor restrooms which include five ADA compliant restrooms.</p>	
<p>Will you be providing hand washing stations at your event?*</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Please describe your clean-up plan. Include clean-up times and contact information for the person in charge during clean-up.*</p> <p>We will be cleaning up as soon as the event is over at 7:00 p.m. and will have everything cleaned up by 9:00 p.m. Ed Baynes, our facility manager, will be in charge of clean up. Ed@wellspringchristian.org</p>	
<p>Are you requesting water taps?*</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	<p>Will you be requesting electrical hookups?*</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>	

Safety & Security

<p>Will you be providing private security?*</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>

<https://www.springhilltn.org/FormCenter/Print?formID=109&Preview=YES&Save=True&savedProgressID=> 5/9

9/7/23, 3:57 PM

Spring Hill, TN - Official Website

Are you specifically requesting police resources for this event?*

- Yes
- No

Please note that all special events are subject to review by Spring Hill Police. The size and scope of an event may require mandatory support from police resources, regardless of the sponsors' request. The event sponsor may also be required to pay for reimbursement of police resources used for the event.

Will private medical be provided?*

- Yes
- No

Will your event have propane/gas on site?*

- Yes
- No

Traffic Control

Will the event require roads to be closed (temporary, partial, or full)?*

- Yes
- No

Will there be reserved or blocked parking?*

- Yes
- No

City Services Requested

What City services will you be requesting?*

Other

Check all that apply.

<https://www.springhilltn.org/FormCenter/Print?formID=109&Preview=YES&Save=True&savedProgressID=>

6/9

9/7/23, 3:57 PM

Spring Hill, TN - Official Website

We would like to end the night with fireworks, all Class C fireworks. We will be paying for two police officers for the event as well.

If you answered "other", please describe.

Location

Event Location*

1001 Chapman's Crossing, Spring Hill, TN 37174 will be the site of the event. The event will be held in our parking lots. We will have additional parking at Chapman's Retreat Elementary School and the preschool located across the street on Duplex Road.

Provide a detailed description of the event location.

Spring Hill Map

[Spring Hill Map](#)

Locate the event on a map

Search for an address or click on the map to specify the location. If the event (eg., marathon, race) covers a large area, identify where most activities would occur, such as the start/finish area.

9/7/23, 3:57 PM

Spring Hill, TN - Official Website

Event Site Map*

Spring Hill - Google Maps.pdf

You must supply a site map by attaching a graphic (PDF or JPEG) below.

Please include any of the following that are applicable to your event:

- the specific area in the park/plaza you wish to use
- the name of streets, placement of barricades, and/or road closures
- the areas where participants and vendors/merchants will park
- tent, vendor, booth, and/or stage placement
- the areas where alcoholic beverages will be served
- the exact route where participants will walk or run



Application Submission

Additional documents

No file chosen

Please upload any additional documents relevant to your event permit application.

9/7/23, 3:57 PM

Spring Hill, TN - Official Website

Terms and Conditions/Hold Harmless Clause

- I / we agree to abide by all ordinances and regulations of the City of Spring Hill and all conditions placed upon the event by the City Administrator and Board of Mayor and Aldermen.
- I / we do swear or affirm that all of the information given in this application is true and complete.
- I / we do hereby agree to assume the defense and indemnify and save harmless the City, its Aldermen, boards, commissions, officers, employees, and agents from all suits, actions, damages, or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of, or as a consequence of such event and the activities permitted in connection therewith, ad to submit a certificate of insurance prior to the event pursuant to City requirements.
- I/we agree to provide a copy of this signed Special Event Permit application to any vendors, planners, and related parties for this event.
- I/we understand that I/we assume the responsibility for the actions of any vendors, planners, and related parties for this event.
- I/we understand that granting a Special Event Permit does not imply granting of another permit that is separately required.
- The application for a Special Event Permit shall be filed not less than 90 days prior to the scheduled date of such event. Events shall not be advertised until a Special Event Permit has been obtained from the City. Failure to file in a timely manner may result in the denial of a Special Event Permit.

First name*

Amy

Last name*

Hudelson

Signature*

Amy M Hudelson

Date*

09/07/2023

By signing below, you accept the Terms and Conditions. Electronic signature shall be interpreted as original signature.

Karen Jones

From: Ryan Lockery <ryan@acclaimedproperties.com>
Sent: Monday, September 11, 2023 5:12 PM
To: Karen Jones
Subject: Fw: Message From wadesgrove.org



IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender ryan@acclaimedproperties.com

Karen,

The Overflow parking lot is able to be used as long as there won't be any overnight parking.

Thank you,

Ryan Lockery

P: 615.241.1556
Association Manager
Acclaimed Property Management LLC.

Office Hours:
Mon-Thur: 9am-4:30pm
Friday: 9am-12pm

Office:
3011 Harrah Drive
Suite A
Spring Hill, TN 37174

Payment Mailing Address:
P.O. BOX 1255
Commerce, GA 30529

Mailing Address:
P.O. Box 1900
Spring Hill, TN 37174



****If you are requesting documents for a Homeowners Association please note that a complete set of documents (CC&R's, Bylaws etc) can be obtained through the Register of Deeds office. Please be aware that this *may not be* a true and complete set of documents. It is your responsibility to contact the Register of Deeds office to ensure you have the most recent and complete set of documents for the Association.****

CONFIDENTIALITY NOTICE: This e-mail and any attachment contain confidential information that may be legally privileged. If you are not the intended recipient, you must not review, retransmit, print, copy, use or disseminate it. Please immediately notify us by return e-mail and delete it. If this e-mail contains a forwarded e-mail or is a reply to a prior e-mail, the contents may not have been produced by the sender and therefore we are not responsible for its contents.

From: info@acclaimedproperties.com <info@acclaimedproperties.com>
Sent: Monday, September 11, 2023 7:56 AM
To: Ryan Lockery <ryan@acclaimedproperties.com>
Subject: FW: Message From wadesgrove.org

See below

Kortney Brus

Office Manager

Acclaimed Property Management, LLC

P.O. Box 1900

Spring Hill, TN 37174

Phone: 615-241-1556

Fax: 615-241-1558

Monday - Thursday 9:00am - 4:30pm

Friday 9:00am - Noon

Kortney@acclaimedproperties.com

****If you are requesting documents for a Homeowners Association please note that a complete set of documents (CC&R's, Bylaws etc) can be obtained through the Register of Deeds office. Please be aware that this *may not be* a true and complete set of documents. It is your responsibility to contact the Register of Deeds office to ensure you have the most recent and complete set of documents for the Association.****

CONFIDENTIALITY NOTICE: This e-mail and any attachment contain confidential information that may be legally privileged. If you are not the intended recipient, you must not review, retransmit, print, copy, use or disseminate it. Please immediately notify us by return e-mail and delete it. If this e-mail contains a forwarded e-mail or is a reply to a prior e-mail, the contents may not have been produced by the sender and therefore we are not responsible for its contents.

From: Wades Grove (Replies Not Accepted) <noreply@wadesgrove.org>
Sent: Wednesday, September 6, 2023 4:09 PM
To: hoa@wadesgrove.org; info acclaimedproperties.com <info@acclaimedproperties.com>
Subject: Message From wadesgrove.org

Message submitted Wed September 6, 2023
Sent from page <http://www.wadesgrove.org/contact.php>

Name: Karen Jones

Email: karen@wellspringchristian.org

Address: 1001 Chapman's Crossing Dr.

Phone: 6158158275

How can we help you?: My name is Karen and I work at WellSpring Christian Church. On October 20th from 4 - 7pm. we are having a 20th anniversary celebration of our church. We are wanting to know if we could use the parking area across from your playground as overflow parking if needed for our outside event?
We are also wondering if you would be willing to provide us with a list of food trucks/vendors that you have used in the past, that you have been pleased with?

9/27/23, 8:12 AM

Mail - Amy Hudelson - Outlook

Fw: CRES Use of Parking Lot

Traci Alderman <traci@wellspringchristian.org>

Wed 9/20/2023 5:33 PM

To: Amy Hudelson <amyh@wellspringchristian.org>

1 attachments (2 MB)

CRES Wellspring Church Overflow Parking #136668.pdf;

Traci Alderman
Office Manager
Wellspring Christian Church
1001 Chapman's Crossing
Spring Hill, TN 37174
[615.302.0721](tel:615.302.0721) x104

From: Karen Desselle <karend2@wcs.edu>
Sent: Wednesday, September 20, 2023 4:36 PM
To: Traci Alderman <traci@wellspringchristian.org>
Cc: Michelle Hummel <michelle.hummel@wcs.edu>
Subject: FW: CRES Use of Parking Lot

Traci,

Forms for October 22, 29 and November 5th have been approved by WCS.



Karen Desselle
Bookkeeper
Chapman's Retreat Elementary
1000 Secluded Lane
Spring Hill, TN 37174
(P)615-472-4304

From: Leonardo Ramirez
Sent: Wednesday, September 20, 2023 3:57 PM
To: Karen Desselle <karend2@wcs.edu>
Subject: RE: CRES Use of Parking Lot

Here you go.

Lenny Ramirez
Facilities Use Supervisor
Williamson County Schools
Ph: 615.472.4043 / Fax: 615.472.5631
E-mail: LeonardoR@wcs.edu

From: Karen Desselle <karend2@wcs.edu>
Sent: Wednesday, September 20, 2023 3:38 PM
To: Leonardo Ramirez <leonardor@wcs.edu>
Subject: FW: CRES Use of Parking Lot

Lenny,

The first attachment is the November 5th date that we just talked about.

9/27/23, 8:12 AM

Mail - Amy Hudelson - Outlook

Attachment 2 are the October 22 and 29 requests. (You have to scroll down because they sent 3 together).

Attachment 3 is the Insurance Certificate.



Karen Desselle
Bookkeeper
Chapman's Retreat Elementary
1000 Secluded Lane
Spring Hill, TN 37174
(P)615-472-4304

From: Traci Alderman <traci@wellspringchristian.org>
Sent: Wednesday, September 20, 2023 2:33 PM
To: Karen Desselle <karend2@wcs.edu>
Subject: Re: CRES Use of Parking Lot

WARNING: EXTERNAL EMAIL - THIS EMAIL DID NOT ORIGINATE FROM WCS

I submitted forms for October 22 and October 29. I am attaching a form for November 5 as well.

Traci Alderman
Office Manager
WellSpring Christian Church
1001 Chapman's Crossing
Spring Hill, TN 37174
[615.302.0721](tel:615.302.0721) x104

From: Karen Desselle <karend2@wcs.edu>
Sent: Wednesday, September 20, 2023 11:49 AM
To: Traci Alderman <traci@wellspringchristian.org>
Cc: Michelle Hummel <michelle.hummel@wcs.edu>
Subject: RE: CRES Use of Parking Lot

From: Leonardo Ramirez
Sent: Wednesday, September 20, 2023 11:25 AM
To: Karen Desselle <karend2@wcs.edu>
Subject: RE: CRES Use of Parking Lot

Just looked it over. We don't do long-term requests for parking lots. That constitutes a lease. We can do one-offs here and there but not all year.

Let me know what they want to do.

Lenny Ramirez
Facilities Use Supervisor
Williamson County Schools
Ph: 615.472.4043 / Fax: 615.472.5631
E-mail: LeonardoR@wcs.edu

From: Traci Alderman <traci@wellspringchristian.org>
Sent: Wednesday, September 20, 2023 10:46 AM
To: Karen Desselle <karend2@wcs.edu>
Subject: Re: CRES Use of Parking Lot

9/27/23, 8:12 AM

Mail - Amy Hudelson - Outlook

WARNING: EXTERNAL EMAIL - THIS EMAIL DID NOT ORIGINATE FROM WCS

Here's the new one. It has the Williamson County School Board as the certificate holder.

Traci Alderman
Office Manager
WellSpring Christian Church
1001 Chapman's Crossing
Sorina Hill, TN 37174
[615.302.0721](tel:615.302.0721) x104

From: Karen Desselle <karend2@wcs.edu>
Sent: Wednesday, September 20, 2023 9:28 AM
To: Traci Alderman <traci@wellspringchristian.org>
Cc: Michelle Hummel <michelle.hummel@wcs.edu>
Subject: RE: CRES Use of Parking Lot

Message from Lenny Ramirez, WCS Facilities Use Supervisor:

They'll have to amend the certificate. It does not show Williamson County Board of Education as additional insured. It also has the school name on it, which it shouldn't.

See the explanation in the attachment titled "ADDL INSD Explanation".

Also – here's a screenshot of the memo I send out every month.

****As always, all certificates should name Williamson County Board of Education as both additional insured and certificate holder using the address below. It should not name the individual school or have their address listed.**

Williamson County Board of Education
1320 W Main
Franklin, TN 37064

Please resend when they have proper insurance.

Thanks,

Lenny Ramirez
Facilities Use Supervisor
Williamson County Schools
Ph: 615.472.4043 / Fax: 615.472.5631
E-mail: LeonardoR@wcs.edu

From: Traci Alderman <traci@wellspringchristian.org>
Sent: Tuesday, September 19, 2023 3:36 PM
To: Karen Desselle <karend2@wcs.edu>
Cc: Michelle Hummel <michelle.hummel@wcs.edu>
Subject: CRES Use of Parking Lot

WARNING: EXTERNAL EMAIL - THIS EMAIL DID NOT ORIGINATE FROM WCS

Good afternoon,

WellSpring Christian Church would like to request the use of your parking lot on Sunday mornings for overflow parking. We haven't had any need of it yet, but I thought it would be good to go ahead and file the necessary forms to have everything in place.

I am also submitting forms to use the lot for two specific events on the evenings of Sunday, October 22 and Sunday, October 29.

On the 22nd we are having our 20-year anniversary and will be using most of our lot for inflatables, games, and food trucks. In addition to CRES, we will be utilizing parking across the street at the Big Blue Marble as well as Wades Grove's community parking area down the street.

9/27/23, 8:12 AM

Mail - Amy Hudelson - Outlook

On the 29th we will be having a Trunk or Treat event. We had a large turnout last year and we expect to use more of our lot for the "trunks" and we will need additional parking.

Thank you for your time.

Traci Alderman
Office Manager
WellSpring Christian Church
1001 Chapman's Crossing
Sprina Hill, TN 37174
[615.302.0721](tel:615.302.0721) x104

<https://outlook.office.com/mail/id/AAQkADE1YjMyY2NILWEwZTctNDI3My1hYzA0LTM2NjVmZml0ZWZmMgAQACQ1y2riBN5Op%2FUh2SHXxZI%3D>

4/4

9/27/23, 8:15 AM

Mail - Amy Hudelson - Outlook

Fw: Use of Parking Lot

Traci Alderman <traci@wellspringchristian.org>

Wed 9/20/2023 9:24 AM

To: Amy Hudelson <amyh@wellspringchristian.org>

From: BBMA Spring Hill <center42@bbmacademy.com>

Sent: Tuesday, September 19, 2023 4:02 PM

To: Traci Alderman <traci@wellspringchristian.org>

Subject: Re: Use of Parking Lot

Of course!! That is no problem at all. It's really ironic you sent this. We were just talking about reaching out to you to see if we could use your lot for parking the evening of October 27th. We are planning a Trunk-or-Treat event that evening and need the majority of our lot roped off for safety.



Katelyn Lennon

Assistant Director

1002 Secluded Lane

Spring Hill, TN 37174

phone 615-302-0950

www.bbmacademy.com



On Tue, Sep 19, 2023 at 3:54 PM Traci Alderman <traci@wellspringchristian.org> wrote:

Good afternoon,

We will be having two special events on October 22 and 29 in the late afternoon/early evening. We would like your permission to use your parking lot for the events since this is out of the normal scope of Sunday mornings.

Let me know if you need anything from us.

Thanks!

Traci Alderman
Office Manager
WellSpring Christian Church
1001 Chapman's Crossing
Spring Hill, TN 37174
[615.302.0721](tel:615.302.0721) x104

RESOLUTION 23-198

**A RESOLUTION TO APPROVE A SPECIAL EVENT PERMIT FOR THE GREY GHOST
5K, 10K, and FUN RUN**

WHEREAS, Title 16, Chapter 3, of the Spring Hill Municipal Code requires a permit for special events held in the city; and

WHEREAS, Rod Holliman with Rotary Club of Spring Hill and Thompson Station sponsoring the Grey Ghost 5k, 10k, and Fun Run, has made application to the Spring Hill Board of Mayor and Alderman; and

WHEREAS, the event will require a street closure at Oaklawn Manson, Denning Lane; and

WHEREAS, all requirements in Title 16, Chapter 3 of Spring Hill Municipal Code have been met; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, that the special event request is approved and staff is authorized to issue a permit for the Grey Ghost 5k, 10k, and Fun Run to be held on October 21 from 7AM to 12PM.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 2nd day of October, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Special Event Permit Application	
<p>Special Event Permit The Special Event Permit can be completed online and used to apply for events in locations where people gather. Some events may require a permit from other organizations, and regulation is based on the type of event, the setting, and the potential risk to the participants and the surrounding community. All text and information submitted in this form may be used to promote the event if open to the public.</p>	
Enter the name of organization applying for Special Event Permit	Rotary Club of Spring Hill and Thompsons Station
Enter the name of the special event.	2023 Grey Ghost 5k/10k
Event type	Road Race, 5K-10K
Other, please describe	<i>Field not completed.</i>
Does your event have an expressive message covered by the First Amendment that you wish to protect?	Yes
Event website	https://greyghost.itsyourrace.com
Description of Event	5k/10k/1k/.5k Fun Run to Benefit Spring Hill area Elementary school Physical Education Programs and to promote healthy life style. https://www.facebook.com/rotaryshts https://www.facebook.com/greyghost5kand10K/ https://greyghost.itsyourrace.com/
Open to the public?	Yes
Estimated attendance	800-1200
Admission fee	Free Admission \$35/Adult runner \$10/Student runner
Event sponsors	Honest 1 Auto Care Spring Hill, UAW, Williamson County Medical Center other to be added soon please see picture of last years sponsor list.
Is this a recurring event?	Yes
(Section Break)	

Date and Time	
Please indicate below the time you will begin setting up temporary assets for the event; the start/end of the event; and the take-down of temporary assets.	
Set up	10/21/2023 4:00 AM
Start time	10/21/2023 7:00 AM
End time	8/21/2023 12:00 PM
Take down	8/21/2023 11:00 AM
(Section Break)	
Applicant Contact Info	
Please provide primary contact information for your organization. If there is a different primary contact on the day of the event, please enter it below as well.	
Primary Contact First Name	Rodney
Primary Contact Last Name	Holliman
Address1	4875 PORT ROYAL RD
City	SPRING HILL
State	TN
Zip	37174-2799
Phone	6154409247
Email address	rod@honest1springhill.com
Type of organization	Non-profit
Secondary Person first name	Sharon
Secondary person last name	Adhami
Phone	6155542842
Email	sadamiod@gmail.com
Day of Contact information	No
(Section Break)	
Food & Vendors	

Will food or beverages be sold or given away?	Yes
Will alcohol be served at the event?	No
Will you provide potable water?	Yes
(Section Break)	
Facilities & Equipment	
Will the event have tents or canopies?	Yes
Will there be amplified sound?	Yes
Will you be using generators?	Yes
Describe your trash and/or recycling services to be provided at the event.	We utilize disposable trash bins, the club members collect trash and we take it to the convenience/collection center
Describe the portable restroom set--up at your event, to include the total number and number of ADA compliant restrooms.	We rent portables from Jay Bird, 6 standard and 1 ADA approved unit
Will you be providing hand washing stations at your event?	No
Please describe your clean-up plan. Include clean-up times and contact information for the person in charge during clean-up.	Our club begins clean up as soon as the race's are completed and awards presented. In Past years we start cleanup by 12:00 PM and are done ready for the site manager to inspect by 2:00PM
Are you requesting water taps?	No
Will you be requesting electrical hookups?	No
(Section Break)	
Safety & Security	
Will you be providing private security?	No
Are you specifically requesting police resources for this event?	Yes
Will private medical be provided?	Yes
Will your event have propane/gas on site?	No
(Section Break)	

Traffic Control	
Will the event require roads to be closed (temporary, partial, or full)?	Yes
Will there be reserved or blocked parking?	Yes
(Section Break)	
City Services Requested	
What City services will you be requesting?	Barricades and/or Cones
	<i>Field not completed.</i>
(Section Break)	
Location	
Event Location	Oak Lawn Mansion 3331 Denning Lane, Race is run on Denning Lane to the Dairy and back. see attached maps
Spring Hill Map	Spring Hill Map
Locate the event on a map	
Search for an address or click on the map to specify the location. If the event (eg., marathon, race) covers a large area, identify where most activities would occur, such as the start/finish area.	
Event Site Map	Grey Ghost map.pdf
(Section Break)	
Application Submission	
Additional documents	GG 2023 Poster-1.jpg
Terms and Conditions/Hold Harmless Clause	

- I / we agree to abide by all ordinances and regulations of the City of Spring Hill and all conditions placed upon the event by the City Administrator and Board of Mayor and Aldermen.
- I / we do swear or affirm that all of the information given in this application is true and complete.
- I / we do hereby agree to assume the defense and indemnify and save harmless the City, its Aldermen, boards, commissions, officers, employees, and agents from all suits, actions, damages, or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of, or as a consequence of such event and the activities permitted in connection therewith, ad to submit a certificate of insurance prior to the event pursuant to City requirements.
- I/we agree to provide a copy of this signed Special Event Permit application to any vendors, planners, and related parties for this event.
- I/we understand that I/we assume the responsibility for the actions of any vendors, planners, and related parties for this event.
- I/we understand that granting a Special Event Permit does not imply granting of another permit that is separately required.
- The application for a Special Event Permit shall be filed not less than 90 days prior to the scheduled date of such event. Events shall not be advertised

until a Special Event Permit has been obtained from the City. Failure to file in a timely manner may result in the denial of a Special Event Permit.	
First name	Rodney
Last name	Holliman
Signature	Rodney Holliman
Date	8/22/2023

Email not displaying correctly? [View it in your browser.](#)

RESOLUTION 22-186

RESOLUTION TO APPROVE A SPECIAL EVENTS PERMIT FOR THE GREY GHOST 5K, 10K, FUN RUN AND GOBLIN GALLOP

WHEREAS, Title 16, Chapter 3, of the Spring Hill Municipal code requires a permit for special events held in the city; and

WHEREAS, Rod Holliman with Rotary Club of Spring Hill and Thompson’s Station, sponsoring the Grey Ghost 5k, 10k, Fun Run and Goblin Gallop, has made application to the Spring Hill Board of Mayor and Aldermen; and

WHEREAS, the event will require a street closure at Oaklawn Mansion, Denning Lane; and

WHEREAS, all requirements in Title 16, Chapter 3 of the Spring Hill Municipal Code have been met.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE, that the Special Event Request is approved and staff is authorized to issue a permit for the Grey Ghost 5k, 10k, Fun Run and Goblin Gallop to be held on Saturday, October 22, 2022, at Oaklawn Plantation on Denning Lane.

Passed and adopted this 6th day of September, 2022.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



CITY OF SPRING HILL SPECIAL EVENT APPLICATION

PERMIT # _____

Application Date: 8/2/2022

Event Date: 10/22/2022

Street Closure Required: Yes / No

IF yes, *Street Closure Permit* must be attached.

Estimated Number of Attendees: 1500

FEES REQUIRED:

Permit Review Fee: \$20.00

Pd 8-5-22

Deposit/Bond Required - Determined by City Administrator:
Amount: \$ _____

EVENT DETAILS:

NAME OF EVENT: Grey Ghost 10K/5K Fun Run & Goblin Gallop

Applicant/Organization: Rotary Club of Spring Hill & Thompson Station

* Organization shall provide Certificate of Insurance, no less than \$250,000.
** Provide copy of business license.

Copy Attached: _____
Copy Attached: _____

Representative Name & Contact Information: PH# 615-440-9247 EMAIL Rod@honest1springhill.com
4875 Port Royal Road Spring Hill TN 37174
(Street) (City) (State) (Zip)

Event Location: Oaklawn mansion *Expect @ 800 participants*

Time event will begin: Gates Open 7:00am Time event will end: Gates Close 1:00pm

Time & place event will: assemble 6:00 - 8:00 Disassemble: 11:00 - 12:00

Upon signing this application, the applicants shall agree to assume the defense of and indemnify and save harmless the city, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the city may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of special event and the activities permitted in connection therewith.

Rodney Holliman Rotary Club of Spring Hill & Thompson Station *Rodney Holliman*
Print Name of Event Applicant Signature

Notes/Instructions	
<i>D. 134</i>	<i>9/6/22</i>
POLICE CHIEF APPROVAL	DATE <i>9-6-22</i>
FIRE CHIEF APPROVAL	DATE <i>9-6-22</i>
CITY ADMINISTRATOR APPROVAL	DATE
PERMIT ISSUED <i>Samuel Shuler</i>	DATE <i>9-6-22</i>



Spring Hill Police Department
3636-A Royal Park Blvd.
Spring Hill, TN 37174

Temporary Street Closure Application

The SHPD must receive completed applications at least 10 days in advance of the scheduled date of closure. (Municipal Code 16-304)

A "temporary street closure" shall refer to a condition created by special event or private gathering to be conducted within or on any street or intersection in the City of Spring Hill that requires all lanes of travel to be closed for public safety purpose. Any request for temporary street closure(s) is deemed a request for a special event and requires a special event permit. Any temporary street closure authorized in whole or in part by the city for municipal purposes, including but not limited to, conveyance of traffic, or travel is exempt from this chapter. (Municipal Code 16-301)

1. Date(s) of event: 10/22/2022

2. Beginning and ending time of closure: 7:00 am to 11:00 pm

3. Block to be closed: See map
Example: Buckner Ln. between Duplex Rd. and Stewart Campbell Pt.

4. Applicant Information:
Name: Rod Holtzman Jr Address: 4875 Port Royal Road
Phone Number: 615-440-9247 Email: Rod@horns11springhill.com

5. Please provide a description of the event below. Include information regarding: a) the type of event planned, b) number of people attending the event (estimate), c) activities/entertainment to be included at the event (this application is not a waiver for the City's ordinance on sound amplification equipment or the City's ordinance on noise as outlined in title 11 chapter 4.), d) whether or not sales of food, beverages (including alcohol/beer), or other merchandise will occur, e) will the street closure occupy all or only a portion of the street or intersection involved:

10K/5K Run, Goblin Gallop, Kids Zone, Concessions

SHPD Form 77 Street Closure (05/2014)

6. Type of barricades/warning devices the applicant is planning on utilizing for the closure:

7. Contact Information for person/organization responsible for collection/removal of all trash, garbage, and litter caused by or arising out of the event or road closure (Municipal Code 16-305):

Name: Rod Holliman Phone Number: 615 440-9247

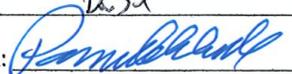
Standards for Issuance of Permit

1. The applicant has not knowingly and with intent to deceive, made any false, misleading or fraudulent statements of material fact in the application for a permit or in any other document required.
2. The time, duration, and size of the special event will not substantially disrupt the orderly and safe movement of other traffic or create a public nuisance.
3. The event is of a size or nature such that it will not require the diversion of so great a number of public safety officers of the city as to prevent normal public safety protection to the city.
4. The concentration of persons will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such event.
5. The event will not unduly interfere with the movement of firefighting equipment on the way to a fire or 911 call.
6. The event will not unduly interfere with the orderly operation of parks, hospitals, churches, schools, or other public and quasi-public institutions in the city.
7. Half of the roadway's width for the entire length of the closure shall remain clear of objects (tables, BBQ grills, etc.) in order to accommodate public safety vehicles in the event of an emergency.

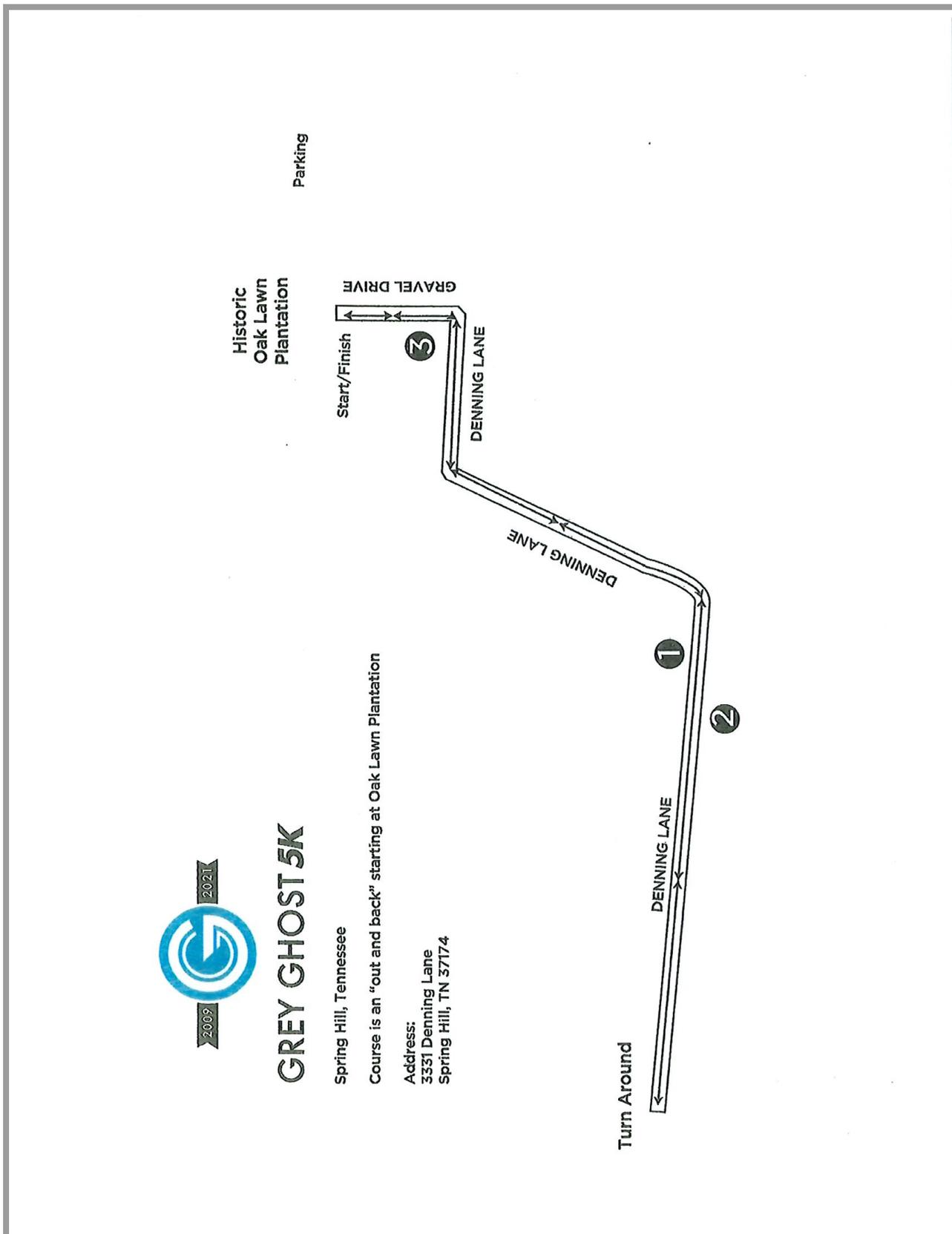
Applicant Name (Print): Rodney Holliman

Applicant Signature and Date: 

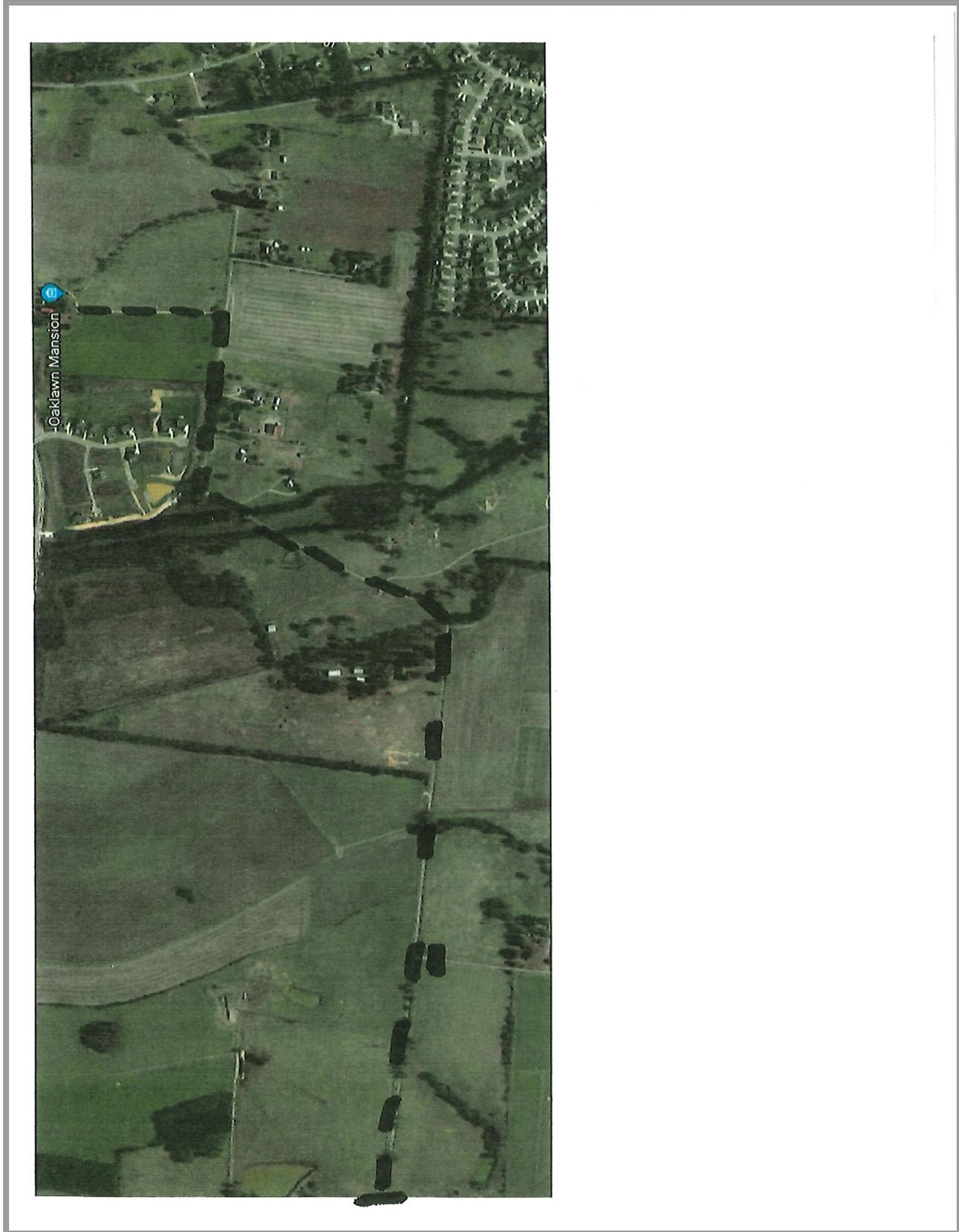
Chief of Police Signature and Date: 

Reviewed by City Administrator On: 

SHPD Form 77 Street Closure (05/2014)







RESOLUTION 21-157

**RESOLUTION TO APPROVE A SPECIAL EVENTS PERMIT FOR
THE GREY GHOST 5K AND 10K**

WHEREAS, Title 16, Chapter 3, of the Spring Hill Municipal code requires a permit for special events held in the city; and

WHEREAS, Rod Holliman with Rotary Club of Spring Hill and Thompson's Station, sponsoring the Grey Ghost 5k, has made application to the Spring Hill Board of Mayor and Aldermen; and

WHEREAS, the event will require a street closure at Oaklawn Mansion, Denning Lane from Highway 31 to Kedron Road; and

WHEREAS, all requirements in Title 16, Chapter 3 of the Spring Hill Municipal Code have been met.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE, that the Special Event Request is approved and staff is authorized to issue a permit for the Grey Ghost 5k to be held on Saturday, October 23, 2021, at Oaklawn Plantation on Denning Lane.

Passed and adopted this 20th day of September, 2021.


Jim Hagan, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting PHONE (A/C, No, Ext): 800-426-2889 FAX (A/C, No): 260-459-5105 E-MAIL ADDRESS: info@sportsinsurance-kk.com PRODUCER CUSTOMER ID:														
INSURED ROTARY CLUB OF SPRING HILL 4875 PORT ROYAL RD SPRING HILL, TN 37174 A Member of the Sports, Leisure & Entertainment RPG	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Nationwide Mutual Insurance Company</td> <td>23787</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nationwide Mutual Insurance Company	23787	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Nationwide Mutual Insurance Company	23787														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** W02022601 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6BRPG000007485200	10/22/2021 12:01 AM EDT	10/25/2021 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG000007485200	10/22/2021 12:01 AM EDT	10/25/2021 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Legal Liability to Participants (LLP) limit is a per occurrence limit.
 Event Name: GREY GHOST 5K Type of Event: Run Distance:5K
 Event Date (including ancillary events and set-up/tear-down): 10/22/2021 to 10/24/2021 Number of Participants: 1500 Event Location: OAKLAWN PLANTATION , 3331 DENNING LN, SPRING HILL

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER CITY OF SPRING HILL 199 TOWN CENTER PKWY SPRING HILL, TN 37174 (Owner/Lessor of Premises)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Coverage is only extended to U.S. events and activities.
 ** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

POLICY NUMBER: 6BRPG000007485200

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s) CITY OF SPRING HILL 199 TOWN CENTER PKWY SPRING HILL, TN 37174</p> <p>Named Insured: ROTARY CLUB OF SPRING HILL</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
--

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



GREY GHOST 5K



Earn Money Towards your P.E. Program!

The 14th Annual Grey Ghost 5K is a fun family friendly community event that raises money and promotes wellness for our local elementary schools. Over the last 14 years, the Grey Ghost has raised thousands of dollars and donated a significant portion of that right back to PE Teachers in our schools for much needed equipment and programming!



Event Information:

- Date: October 23, 2021
- Time: 7:00AM to 12:30AM
- Location: Oaklawn Plantation
3331 Denning Ln, Spring Hill
- Races: Grey Ghost 10K
Grey Ghost 5K
Goblin Gallop 1K (2nd – 5th Grade)
Goblin Gallop 1/2K (Pre-K – 1st Grade)
- Cost: \$10 Students running Goblin Gallop
\$30 Grey Ghost 5K

Registration is now open!

<https://greyghost.itsyourrace.com/>

For more information, visit us on Facebook

Get Your Students Registered to Run: Earn money through school participation

- 15% of total enrollment earns \$7 per registered runner
- 20% of total enrollment earns \$8 per registered runner
- 25% of total enrollment earns \$9 per registered runner
- 26%+ of total enrollment earns \$10 per registered runner

The school with the highest percentage of students participating takes home
The Grey Ghost Cup and bragging rights for the year!

Grey Ghost 2021 Sponsored by





Spring Hill Police Department
3636-A Royal Park Blvd.
Spring Hill, TN 37174

Temporary Street Closure Application

The SHPD must receive completed applications at least **10 days** in advance of the scheduled date of closure. (Municipal Code 16-304)

A "temporary street closure" shall refer to a condition created by special event or private gathering to be conducted within or on any street or intersection in the City of Spring Hill that requires all lanes of travel to be closed for public safety purpose. Any request for temporary street closure(s) is deemed a request for a special event and requires a special event permit. Any temporary street closure authorized in whole or in part by the city for municipal purposes, including but not limited to, conveyance of traffic, or travel is exempt from this chapter. (Municipal Code 16-301)

1. Date(s) of event: 10/23/2021

2. Beginning and ending time of closure:
7:00 am to 11:00 AM

3. Block to be closed: SEE map
Example: Buckner Ln. between Duplex Rd. and Stewart Campbell Pt.

4. Applicant Information:
Name: Rod Holman Address: 4875 Port Royal Road
Phone Number: 615-440-9247 Email: Rod@HonestSpringhill.com

5. Please provide a description of the event below. Include information regarding: a) the type of event planned, b) number of people attending the event (estimate), c) activities/entertainment to be included at the event (this application is not a waiver for the City's ordinance on sound amplification equipment or the City's ordinance on noise as outlined in title 11 chapter 4.), d) whether or not sales of food, beverages (including alcohol/beer), or other merchandise will occur, e) will the street closure occupy all or only a portion of the street or intersection involved:

10K/5K Run, Goblin's Gallop, Kids Zone

SHPD Form 77 Street Closure (05/2014)

Concessions

6. Type of barricades/warning devices the applicant is planning on utilizing for the closure:

7. Contact Information for person/organization responsible for collection/removal of all trash, garbage, and litter caused by or arising out of the event or road closure (Municipal Code 16-305):

Name: Rod Holliman Phone Number: 615-480-9247
Rotary Club of SHTS

Standards for Issuance of Permit

1. The applicant has not knowingly and with intent to deceive, made any false, misleading or fraudulent statements of material fact in the application for a permit or in any other document required.
2. The time, duration, and size of the special event will not substantially disrupt the orderly and safe movement of other traffic or create a public nuisance.
3. The event is of a size or nature such that it will not require the diversion of so great a number of public safety officers of the city as to prevent normal public safety protection to the city.
4. The concentration of persons will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such event.
5. The event will not unduly interfere with the movement of firefighting equipment on the way to a fire or 911 call.
6. The event will not unduly interfere with the orderly operation of parks, hospitals, churches, schools, or other public and quasi-public institutions in the city.
7. Half of the roadway's width for the entire length of the closure shall remain clear of objects (tables, BBQ grills, etc.) in order to accommodate public safety vehicles in the event of an emergency.

Applicant Name (Print): Rodney Holliman

Applicant Signature and Date: Rodney Holliman 9-10-2021

Chief of Police Signature and Date: _____

Reviewed by City Administrator On: Arnold Calkins

SHPD Form 77 Street Closure (05/2014)



CITY OF SPRING HILL SPECIAL EVENT APPLICATION

PERMIT # _____

Application Date: 9/10/2021

Event Date: 10/23/2021

Street Closure Required: Yes / No

IF yes, *Street Closure Permit* must be attached.

Estimated Number of Attendees: 1500

FEES REQUIRED:

Permit Review Fee: \$20.00

Deposit/Bond Required - Determined by City Administrator:
Amount: \$ _____

EVENT DETAILS:

NAME OF EVENT: Grey Ghost 10K/5K FunRun & Goblin Gallop

Applicant/Organization: Rotary Club of Spring Hill & Thompson Station

* Organization shall provide Certificate of Insurance, no less than \$250,000. Copy Attached: _____
** Provide copy of business license. Copy Attached: _____

Representative Name & Contact Information: PH# 615-440-9247 EMAIL Rad@harrist@springhill.com
4875 Port Royal Road Spring Hill TN 37174
(Street) (City) (State) (Zip)

Event Location: Oaklawn mansion

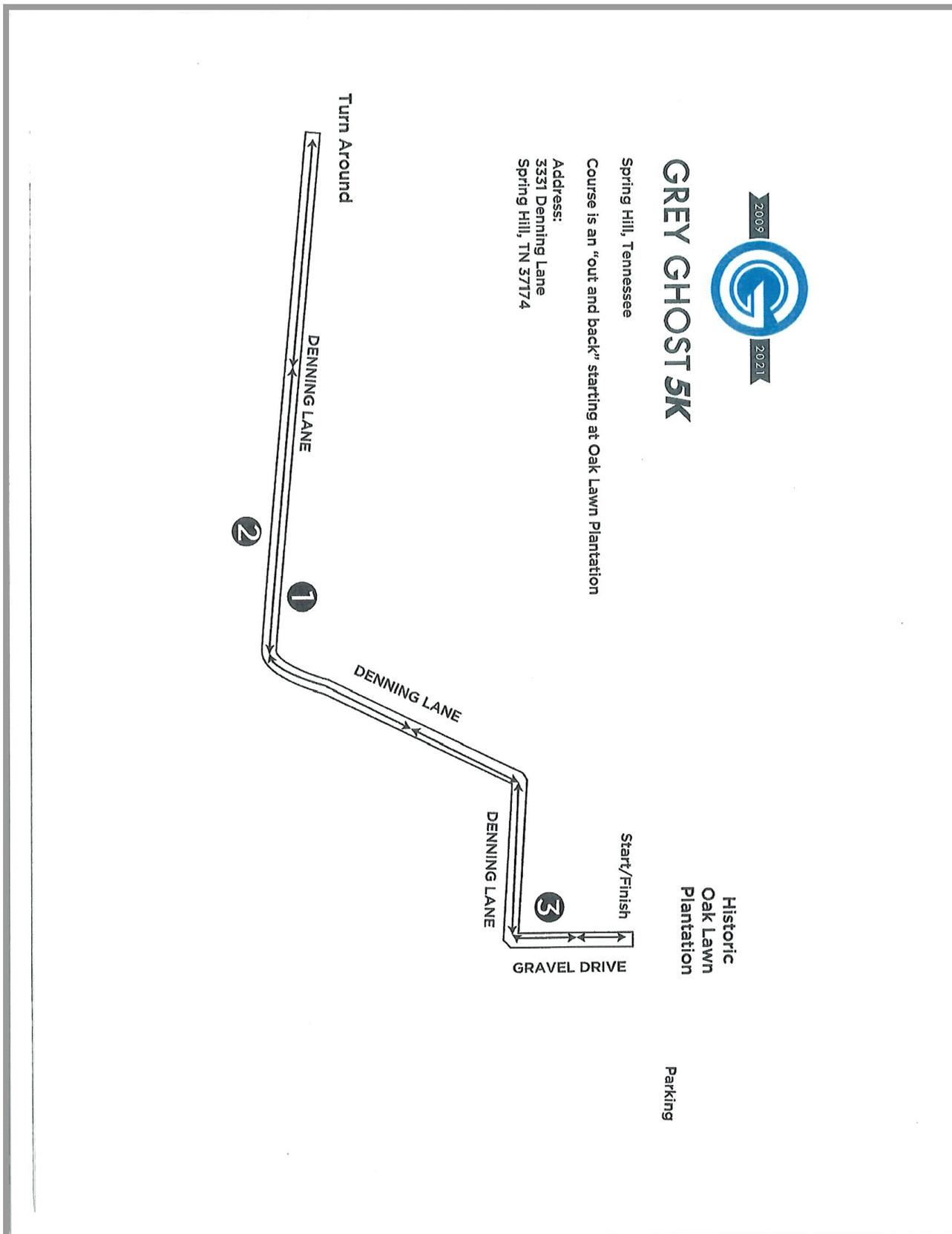
Time event will begin: Gates Open at 7:00am Time event will end: Close 1:00pm

Time & place event will: assemble 6:00 - 8:00 Disassemble: 11:00 - 1:00

Upon signing this application, the applicants shall agree to assume the defense of and indemnify and save harmless the city, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the city may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of special event and the activities permitted in connection therewith.

Rad Holliman Rotary Club Spring Hill & Thompson Station Radney Holliman
Print Name of Event Applicant Signature

Notes/Instructions	
<u>Q-32</u>	
POLICE CHIEF APPROVAL <u>[Signature]</u>	DATE <u>9/23/2021</u>
FIRE CHIEF APPROVAL <u>[Signature]</u>	DATE
CITY ADMINISTRATOR APPROVAL	DATE
PERMIT ISSUED	DATE



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 shall 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 shall 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		

The following attachment is not a PDF, so a link to the native file format is being provided instead:

[City Code - Employee Handbook .jpg \(LINK\)](#)

RESOLUTION 23-203

A RESOLUTION TO ADOPT THE CURRENT PERSONNEL POLICIES

WHEREAS, the City of Spring Hill recognizes the importance of maintaining up-to-date and comprehensive personnel policies to guide our organization's human resources practices; and

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 has reviewed its personnel policies to ensure compliance with applicable laws and regulations and to promote a fair and inclusive work environment; and

WHEREAS, all employees of the City of Spring Hill are responsible for familiarizing themselves with the contents of the current personnel policies and adhering to their provisions, and

WHEREAS, it is in the best interest of the City of Spring Hill to adopt the current personnel policies to ensure consistency, fairness, and transparency in our human resources practices, and

WHEREAS, any future amendments or revisions to the personnel policies shall be adopted by resolution subject to the same rigorous review and approval process to ensure compliance with applicable laws and regulations and the promotion of a fair and inclusive work environment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the current personnel policies, as presented in the document titled "the City of Spring Hill Employee Handbook," are hereby adopted as the official policies governing human resources practices at the City of Spring Hill.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 2nd day of October 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



City of Spring Hill, TN

Employee Handbook

This Employee Handbook, dated December 3, 2013, hereby supersedes or replaces all prior published or unpublished Employee Handbooks, Manuals, Personnel Rules and Regulations, policies, procedures and practices, or other publications related to personnel policies, which are now considered null and void. *(additions and updates through December 30, 2022).*

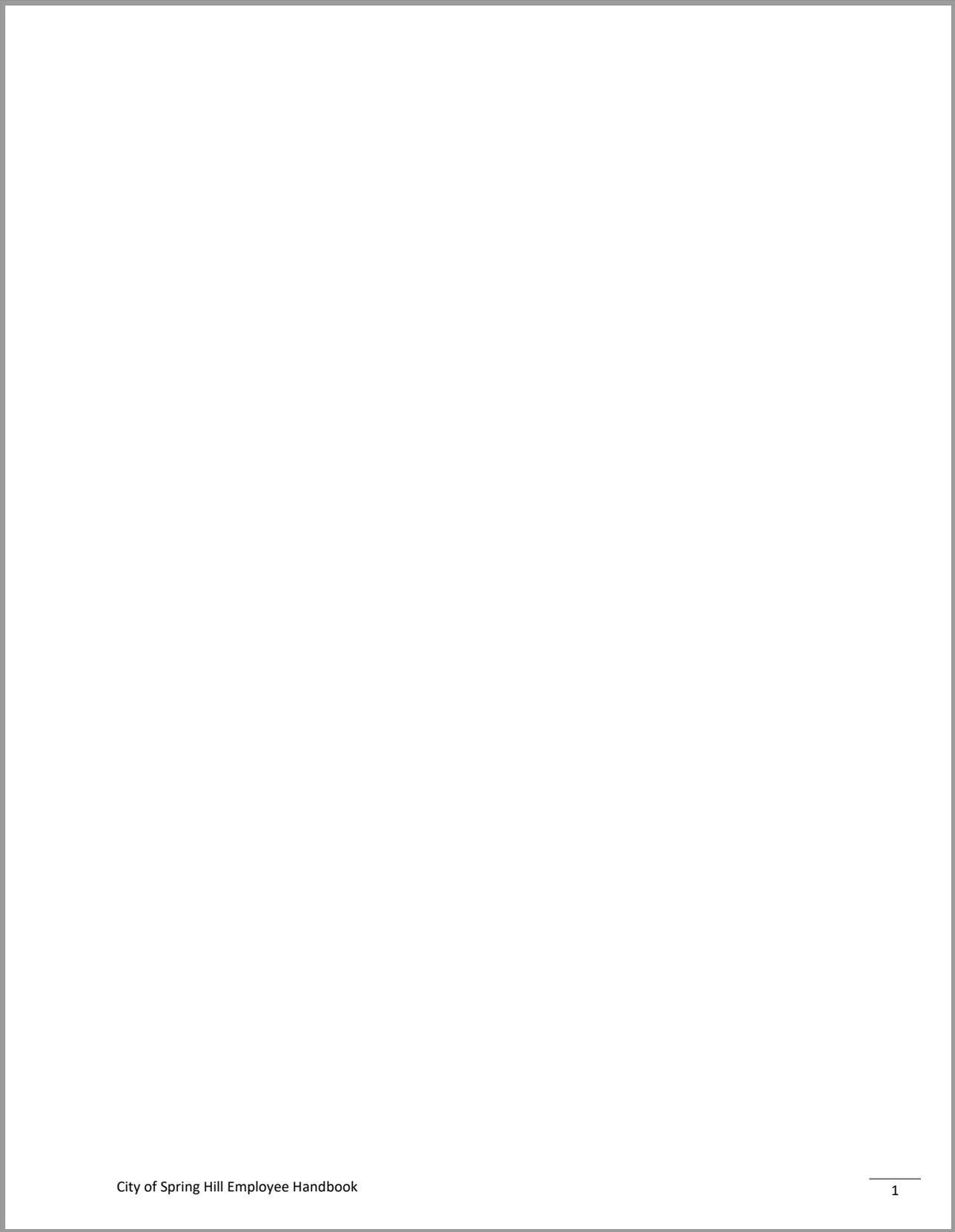


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1.0 Introduction

The City of Spring Hill (hereafter referred to as "City") has published this Employee Handbook to serve as a guide for City employees. It is intended to help acquaint employees with the City, its Personnel Rules and Regulations, policies, procedures and practices, as well as workplace conduct and benefits. This Employee Handbook, dated December 3, 2013, hereby supersedes or replaces all prior published or unpublished Employee Handbooks, Manuals, Personnel Rules and Regulations, policies, procedures and practices, or other publications related to personnel policies, which are now considered null and void.

While the City fully intends to abide by these provisions for as long as they are in effect, nothing contained in this handbook or any verbal statement should be construed as creating any type of contract, either expressed or implied, between the City and any of its employees. Employment with the City is not guaranteed for any specific time or duration and may be terminated at-will, with or without cause, and without prior notice by the City, or an employee may resign for any reason at any time.

Every effort has been made not to engage in rigid rule making; City policies stress the values of fairness, respect and teamwork, and are intended to ensure that all applicable laws are obeyed. In addition, the City is committed to reviewing its Personnel Rules and Regulations, policies, procedures, practices and benefits continually. This handbook cannot anticipate every situation or answer every question about employment; thus, the guidelines set forth in this handbook may not apply in every situation. The City reserves the right to change, rescind, modify or deviate from these or other guidelines, Personnel Rules and Regulations, policies, procedures or practices as it considers necessary at its sole discretion, either in individual or city-wide situations with or without notice in accordance with the City Charter and state and federal laws, and/or at the Board of Mayor and Aldermen's (BOMA) sole discretion. No employee or other person enjoys any vested right to the continuation of any Personnel Rules and Regulations, policies, procedures, practices or employee benefits contained within this employee handbook. It is the responsibility of each employee of the City to become familiar with the information contained in this handbook.

If there are any questions about the City's Personnel Rules and Regulations, policies, procedures, practices or benefits, please refer to this handbook first for guidance; any further questions should be directed to an employee's supervisor, department head or Human Resources, who all stand ready to assist as best they can.

1.01 Welcome to the City of Spring Hill



WELCOME TO THE CITY OF SPRING HILL

Dear Spring Hill Staff Member:

Thank you for joining one of the best teams anywhere—the dedicated and professional staff of the City of Spring Hill, Tennessee.

This updated employee handbook is designed to help you chart your future, learn more about the benefits and responsibilities of employment, and understand your important value to our team and community.

Whether you are a mid-career leader or relative newcomer to our team, you will find numerous opportunities to expand your skillsets, take on new challenges, and contribute to our great city in a variety of ways.

It is a myth that mayors and alderman make cities run. Yes, they are elected by residents to chart the course, make legislative decisions and be held accountable. But it is Spring Hill's well trained and hard-working career staff that does most of the important work of municipal government.

Congratulations. You are a valued member of our team of dedicated professionals. Together we are doing something great—building one of the best cities in Tennessee and the nation.

Thank you for your service and expertise.

Sincerely,

Jim Hagaman
Mayor



1.02 Employment At-Will

Employment with the City is at-will. Neither this handbook nor any other City document, confers any contractual right, either express or implied, to remain in the City's employ. Nor does it guarantee any fixed terms and conditions of an employee's employment.

Additionally, as is true at all times, employment with the City is not guaranteed for any specific time or duration and may be terminated at-will, with or without cause, and without prior notice by the City, or an employee may resign for any reason at any time. No one has the authority to authorize, enter into, or sign any agreement for employment for any specified period of time, or to make any binding agreement contrary to the above.

1.03 General Disclaimer and Management Rights

The Personnel Rules and Regulations, policies, procedures and practices described in this handbook are designed to serve as guidelines for management action. None of the following constitute or imply a contract or guarantee concerning continuing employment with the City, or in any way affect the employment at-will relationship between the City and its employees, or affect the City's right to terminate the employment of its employees at-will:

- this handbook;
- any personnel rules, regulations, policies, procedures or practices; and
- any other written or oral statement by the City to a particular employee or a group of employees.

The employment relationship between the City and its employees may be terminated at any time for any reason.

All Personnel Rules and Regulations, policies, procedures, practices, and benefits described in this handbook may be modified or discontinued at any time for any reason at the City's discretion by ordinance of the Board of Mayor and Alderman (BOMA) in accordance with the City's Charter and state and federal laws at any time. Any changes or modifications that are intended to comply with State or Federal laws or regulations will be administered and implemented so as to always remain in compliance with such laws or regulations as may be amended in the future, regardless of whether this document is actually modified to reflect such amendments in the laws or regulations.

No employee or other person enjoys any vested or contractual right to the continuation of any rules, regulations, policies, procedures or practices contained within this handbook. The provisions of all employee benefits covered in this document are subject to annual appropriation by the BOMA. In addition, all benefits offered through third parties are subject to the terms and conditions of the service contract between the City and the provider, which may be changed in the future.

This employee handbook is effective December 3, 2013, and hereby supersedes any and all past Employee Handbooks, Manuals, Personnel Rules and Regulations, policies, procedures, and practices, or other publications related to personnel policies, which are now considered null and void. No one has the authority to modify, make exceptions to, or discontinue the Personnel Rules and Regulations, policies, procedures, practices, and benefits described in this employee handbook.

2.0 Required Programs and Policies

2.01 Equal Employment Opportunity

The City of Spring Hill, TN is an equal opportunity employer (EEO). As such, it is the policy of the City to provide a work environment that is free of discrimination. The City is committed to providing equal employment opportunities for all employees and job applicants regardless of race, color, religion or creed, sex, pregnancy, national origin, citizenship, age, political affiliation, disability, veteran status, genetic information or other protected characteristics as required by all applicable federal and state laws, or local law, regulation, or ordinance.

The City will make every effort to select, employ, train and promote those individuals who are best and most qualified and capable of filling authorized vacant positions. Continued employment with the City will be based on merit, performance, and individual ability free of favoritism, discrimination, and political considerations. All personnel decisions and actions, including but not limited to, transfers or demotions, promotions, layoffs, return from layoffs, terminations, disciplinary action, education, social and recreational programs, access to benefits, rates of pay, and other forms of compensation; as well as access to training, including apprenticeships and/or on-the-job training, will be administered in a non-discriminatory fashion.

Just and equitable incentives and conditions of employment will be established and maintained to promote efficiency and effectiveness in the operation of the City. Positions having similar duties and responsibilities will be classified and compensated on a uniform basis. Appointments, promotions and other personnel actions requiring the application of the merit principle will be based on a comprehensive employee evaluation and examinations, where applicable.

Every effort will be made to stimulate high morale by fair administration of this policy and consideration of the rights and interests of employees, consistent with the best interests of the public and the City. All employees are expected to comply with our EEO Policy. We believe that equal employment opportunity is not just a legal issue; it is a moral concern and obligation for each of us. The climate wherein each of us can grow to the full extent of our talents requires the cooperation and understanding of all employees. Managers and supervisors who are responsible for meeting business objectives are expected to cooperate fully in meeting our EEO objectives, and their overall performance will be evaluated accordingly.

Retaliation against an employee who has made a good faith complaint about a violation of this policy or has cooperated with an investigation of such a complaint is strictly prohibited.

Any employee or applicant, who believes they have been discriminated or retaliated against in violation of this policy, should immediately report the underlying facts to his/her supervisor, department head, Human Resources, the City Administrator or other City official with whom he/she feels the most comfortable without fear of reprisal. The complaint will be reviewed and investigated. The City will keep the complaint and investigation as confidential as possible. Anyone found to be engaging in any type of unlawful discrimination or retaliation will be subject to disciplinary action, up to and including immediate termination of employment.

2.02 Americans with Disabilities Act Policy (ADA)

The City makes every effort to reasonably accommodate qualified individuals with a disability in order to provide employment opportunities for them. Applicants and employees are not required to identify themselves as having a disability. Self-identification is strictly voluntary. The job-related skills and experience of all applicants and employees will be evaluated without regard to disability or any reasonable accommodations that may be necessary.

The ADA prohibits discrimination in all aspects of employment against "qualified individuals with disabilities." A qualified individual with a disability is an applicant or employee who can perform the essential functions of the job in question with or without reasonable accommodation.

The ADA defines a "disability" as:

1. a physical or mental impairment that substantially limits one or more major life activities;
2. a record of such an impairment; or
3. being regarded as having such impairment.

Employees needing an accommodation to perform the essential functions of their job should speak directly with their supervisor regarding their need for an accommodation. The City expects the supervisor and the employee to engage in an interactive process, whereby the City and employee have a discussion to search for a mutually acceptable, reasonable accommodation. If an employee does not feel comfortable going to his/her supervisor regarding an accommodation, they may inform their department head or Human Resources of their need. Although the City will consider an employee's suggested accommodations, it is not obligated to only consider these, and will base the final decision on what it considers is reasonable in light of the situation without creating an undue hardship on the City.

The City prohibits retaliation of any kind against any employee for requesting or needing an accommodation. If an employee feels they have been discriminated or retaliated against for requesting or needing an accommodation, they should notify their supervisor, department head, Human Resources, the City Administrator or other City official with whom they feel the most comfortable without fear of reprisal. The complaint will be reviewed and investigated. The City will keep the complaint and investigation as confidential as possible. Anyone found to be engaging in any type of unlawful discrimination or retaliation will be subject to disciplinary action, up to and including immediate termination of employment.

Should supervisors or employees have additional questions or need further consultation as to the City's accommodation process, they should seek advice from Human Resources.

2.03 Unlawful Harassment Policy

2.03.01 Harassment is a form of misconduct that is unlawful, disrespectful, and discriminatory. The City is committed to providing a safe and welcoming work environment that is free of discrimination and unlawful harassment. All City employees are expected to treat each other as well as other individuals with whom they come in contact within the workplace, with courtesy and respect. It is the policy of the City to prohibit discrimination and unlawful harassment, including unwelcome sexual conduct, in the workplace by any person in any form. This policy applies to all officers and employees of the City, including but not limited to regular full and part-time employees, elected officials, temporary employees, employees covered or exempt from personnel rules or regulations of the municipal government, employees working under contract for the municipality, as well as non-employees with whom employees may come in contact within the course of their employment with the City. Any unlawful harassment, whether verbal, physical, visual or subtle, is unacceptable and will not be tolerated, regardless of if it occurs in the workplace or at outside work-sponsored activities, including but not limited to City-sponsored trips, training, conferences, social events, and meetings.

Harassing conduct includes, but is not limited to, epithets, slurs, negative stereotyping, intimidating or hostile acts, written or graphic material that defames or shows hostility or aversion toward an individual because of race, color, religion or creed, sex, pregnancy, national origin, citizenship, age, political affiliation, disability, veteran status, genetic information, or any other characteristic protected under federal, state or local law, regulation, or ordinance. The City will not tolerate such harassment of its employees, and will take immediate, positive steps to stop such harassment when it occurs.

2.03.02 Sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship and is strictly prohibited. It is illegal under federal and state laws, and is defined as any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature when:

1. An employee is expected either explicitly or implicitly to submit to such conduct in order to get or keep a job;
2. An employee's willingness or unwillingness to submit to such conduct is used as the basis for an employment-related decision affecting the employee; or
3. Such conduct creates an intimidating, hostile, or offensive work environment, or substantially interferes with the employee's job performance, whether committed by supervisors or non-supervisory personnel.

The following are examples of behavior that is prohibited by this policy:

- sexual flirtations, advances or propositions;
- verbal or written abuse of a sexual nature;
- unwelcome or offensive touching, hugging, rubbing, pinching, grabbing, patting, propositioning or kissing another person;
- inappropriate sex-oriented comments on appearance;
- telling sex-oriented stories, jokes or making sexual innuendoes;
- displaying sexually explicit or pornographic material, no matter how the material is displayed;
- pressuring an employee for a date or sexual activities; and/or;
- sexual assault.

Employees should not assume that the behavior they believe is humorous or socially acceptable will be acceptable to another employee. Employees should be aware of how people respond to what they do and say; if an individual objects to the behavior toward them, listen to and heed the objections. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. Normal, courteous, mutually respectful, non-coercive interactions between employees that are acceptable and welcomed by both parties are not considered to be harassment.

2.03.03 Harassment Complaint Procedure

While the City encourages an employee to communicate directly with the alleged harasser, and make it clear that their behavior is unacceptable, offensive or inappropriate, it is not required that they do so. If an employee feels that they are being harassed or are subject to or witness to unlawful harassment or discrimination, they should report the incident immediately to their immediate supervisor, department head, Human Resources, the City Administrator or other City official with whom they feel most comfortable. Employees have the right to circumvent the employee chain of command when selecting the person to complain to about unlawful harassment.

2.03.04 Investigating Unlawful Harassment Complaints

Complaints of sexual or other unlawful harassment or discrimination will be investigated in a thorough and timely manner. Confidentiality will be maintained to the extent possible without jeopardizing the thoroughness of the investigation. The City Administrator and the Ethics Officer are the persons designated as the investigator of unlawful harassment complaints against employees. In the event the sexual harassment complaint is against the Mayor, the investigator will be an aldermen appointed by the BOMA.

Based upon the results of the investigation, the Mayor (or Board) will take immediate and appropriate corrective action to end the problem and prevent its recurrence. Anyone found guilty of engaging in sexual or other unlawful harassment or discrimination will be subject to disciplinary action consistent with the Mayor's (or Board's) authority under the municipal charter, ordinances, resolutions, or rules governing their authority to discipline employees. If the Mayor feels that the harassment warrants disciplinary action stronger

than he is authorized to impose by the charter, ordinances, resolution, or rules governing employee discipline, he will make that determination known, along with the report of the investigation to the BOMA, which may discipline the employee consistent with its authority under the municipal; charter, ordinances, resolutions, or rules governing employee discipline.

The disciplinary action will be consistent with the nature and severity of the offense, the employee's rank and any other factors the BOMA believes relate to fair and efficient administration of the municipal government. This includes, but is not limited to, the effect of the offense, and the light in which it casts the municipality. The disciplinary action may include, but is not limited to, demotion, warning, reprimand or termination. A written record will be kept of imposed disciplinary actions, including verbal reprimands.

In cases where unlawful harassment is committed by a non-employee against a municipal government employee in the workplace, the Mayor will take whatever lawful action is necessary against the non-employee to bring the harassment to an immediate end.

2.03.05 No Retaliation

Retaliation against any individual who makes a good-faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint, is strictly prohibited. There will also be no retaliation against any individual for their participation in the investigation of a harassment complaint, or any other person connected with the investigation. If an employee feels that they are being retaliated against, they should report the retaliation immediately to their immediate supervisor, department head, Human Resources, the City Administrator or other City official with whom they feel most comfortable. The investigation of retaliation complaints will follow the same procedures outlined above under "Investigating Unlawful Harassment Complaints."

2.03.06 Obligation of Employees

Employees are not only encouraged to report instances of unlawful harassment, but they are also obligated to report them. Employees are also obligated to cooperate in any harassment investigation. The obligation includes, but is not limited to, coming forward with evidence (both favorable and unfavorable) about a person accused of such conduct, fully and truthfully making written reports, or verbally answering questions when required to do so by an investigator. Employees are also obligated to refrain from making bad faith accusations of harassment.

2.03.07 Management Responsibilities

Managers and supervisors are expected to have a high level of consciousness regarding the City's policy and, as a condition of employment, must promptly advise the City Administrator of any known or potential incidents of sexual or other forms of harassment.

2.04 Drug and Alcohol Policy

The City recognizes that the use and abuse of drugs and alcohol is a serious problem that may involve the workplace. It is the intent of the City to provide all employees with a safe and secure work environment which promotes individual health and workplace efficiency. Employees are public employees and must foster the public trust by preserving employee reputation for integrity, honesty, and responsibility.

The City has adopted this drug and alcohol policy that is intended to comply with applicable state and federal laws, including the Drug-Free Workplace Act of 1988; Federal Highway Administration (FHWA) rules, Department of Transportation (DOT) rules, and the Omnibus Transportation Employee Testing Act of 1991. The policy and practices of the City are described below. The City reserves the right to amend its policies and procedures at its discretion.

It is the City's policy that the unlawful or improper presence or use of controlled substances or alcohol in the workplace by its employees is prohibited and will not be tolerated. Engaging in prohibited and/or illegal conduct is considered a violation of this policy and may lead to termination of employment. Such conduct includes but is not limited to:

1. Being under the influence of or possessing in his or her body, blood or urine, illegal drugs in any detectable amount and/or under the influence of or impaired by alcohol while on City property, in city vehicles, or while on duty performing work or conducting City business on or off the premises;
2. Engaging in the manufacture, sale, distribution, use, or unauthorized possession of illegal drugs at any time, on or off the job, and of alcohol while on duty or while in or on City property; Use of alcohol within four hours prior to reporting for duty on schedule or use of alcohol while on-call for duty;
3. Use of alcohol or drugs within eight hours following an accident (incident) if the employee's involvement has not been discounted as a contributing factor in the accident (incident) or until the employee has successfully completed drug and/or alcohol testing procedures; and
4. Taking or being under the influence of any drugs unless prescribed for the employee by a licensed physician or using such drugs in a manner or for a purpose other than as prescribed while on duty or conducting City business in or on City property. This policy does not preclude the appropriate use of legally prescribed medication that does not adversely affect the mental, physical or emotional ability of the employee to safely and efficiently perform job duties. Employees who are required to take prescription and/or over-the-counter medications must notify the proper supervisory personnel before the employee goes on duty.

The only exception to the foregoing list would be for employees who are not in an official on-call status and who are called in to work outside their normal duty hours to perform emergency or unscheduled work. No such employee will be disciplined for off-duty consumption of alcohol that results in reporting to duty with alcohol in the employee's system so long as the employee first reports the consumption of alcohol to the supervisor making the work request. The supervisor will then determine whether the employee should still report for duty.

It is the responsibility of the City's management staff to counsel employees whenever they see changes in performance or behavior that suggest an employee has a problem with drugs or alcohol. Although it is not the manager's job to diagnose personal problems, the manager should encourage such employees to seek help and advise them about available resources for getting help. Everyone shares responsibility for maintaining a safe work environment and should encourage anyone who has a drug or alcohol problem to seek help.

Consistent with the City's fair employment policy, the City maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts or alcoholics, including those having a medical history reflecting treatment for these conditions. However, past problems with drugs or alcohol or treatment for substance abuse problems will not shield an individual from disciplinary action under this policy. Any individuals who are currently using illegal drugs or abusing alcohol or drugs of any kind are subject to this policy, regardless of any prior diagnosis of or treatment for substance abuse.

Human Resources has been designated as the municipal department responsible for answering questions regarding this policy and its implementation.

2.04.01 Compliance with Substance Abuse Policy

Compliance with this drug and alcohol policy is a condition of employment. Before a drug and/or alcohol test is administered, employees and applicants will be asked to sign a consent form authorizing the test and permitting release of test results to the laboratory, medical review officer (MRO), Human Resources, or a designee of Human Resources. The consent form provides space for employees and applicants to acknowledge that they have been notified of the City's drug and alcohol testing policy.

The failure or refusal by an applicant or employee to cooperate fully by signing necessary consent forms or other required documents or the failure or refusal to submit to any test or any procedure under this policy in a timely manner will be grounds for refusal to hire or for termination. The submission by an applicant or employee of a urine sample that is not his/her own or is altered or adulterated will be grounds for refusal to hire or for termination.

Any employee convicted of violating a criminal drug statute must inform the department head of the conviction (including pleas of guilty and *nolo contendere*) within five (5) days of the conviction occurring. Failure to inform the City in a timely manner may lead to disciplinary action, up to and including termination for the first offense.

2.04.02 General Procedures

Any employee reporting to work on the City's premises visibly impaired will be deemed unable to perform required duties and will not be allowed to work. The person first noticing the impairment will seek the opinion of a supervisor or manager of the City to confirm the individual's impaired status. Next, the supervisor or manager will consult privately with the allegedly impaired employee to determine the cause of the observation, including whether substance abuse has occurred. If feasible, the supervisor or manager will consult with another supervisor/manager in making the determination whether an employee is impaired. If the employee is determined to be impaired, he/she will be immediately escorted off the premises. The employee may be reported to local law enforcement authorities, if appropriate, and may be sent to a medical facility by taxi or other safe transportation alternative, where they may be required to submit to a drug or alcohol test. An impaired employee will not be allowed to drive.

2.04.03 Drug and Alcohol Testing

The City has adopted testing practices to identify employees who illegally use drugs or alcohol on or off the job. An applicant or employee must present a current photo ID to appropriate personnel during testing. Failure to present a current photo ID is equivalent to refusing to take the test.

The City will not discriminate against applicants for employment because of a past history of drug or alcohol abuse. It is the current illegal use of drugs and/or abuse of alcohol, preventing employees from performing their jobs properly, that the City will not tolerate.

Employees and applicants may be required to submit to drug testing under the following conditions:

1. *Pre-employment* – All applicants for employee status who have received a conditional offer of employment with the City must take a drug test before receiving a final offer of employment. Applicants will be required to submit voluntarily to a urinalysis test at a laboratory chosen by the City and sign a consent agreement that will release the City from liability. If the physician, official or lab personnel has reasonable suspicion to believe that the job applicant has tampered with the specimen, the applicant will not be considered for employment.
2. *Transfer* – Employees transferring to a sworn police or fire position, public safety dispatcher position and/or another position within the City that requires a commercial driver's license (CDL) must undergo drug testing.
3. *Post-Accident/Post-Incident Testing* – Following any workplace accident (incident) determined by supervisory personnel of the City to have resulted in significant property or environmental damage, including requiring a vehicle to be towed from the scene, or in significant personal injury, including but not limited to a fatality or human injury requiring medical treatment away from the accident (incident) scene, each employee whose performance either contributed to the accident (incident) or cannot be discounted as a contributing factor to the accident (incident) and who is reasonably suspected of possible drug or alcohol use as determined during a routine post-accident (post-incident) investigation or who receives a citation for a moving violation arising from the accident will be required to take a post-accident (post-incident) drug or alcohol test. This type of testing applies to all City employees. In

accordance with federal regulations for CDL drivers, testing will be required in any fatal accident regardless of whether the driver received a moving violation arising from the accident.

Post-accident (post-incident) drug or alcohol testing will be carried out within 32 hours (drug testing) or two hours (alcohol testing), following the accident (incident). In instances where post-accident (post-incident) testing is to be performed, the City reserves the right to direct the MRO to instruct the designated laboratory to perform testing on submitted urine specimens for possible illegal/illegitimate substances. Any testing for additional substances listed under the Tennessee Drug Control Act of 1989 as amended shall be performed at the urinary cutoff level that is normally used for those specific substances by the laboratory selected.

Employees must go without delay to the designated collection site(s) for post-accident (post-incident) testing. Any unreasonable delay in providing specimens for drug testing or appearing for alcohol testing will be considered a refusal to cooperate with the City's drug and alcohol program and will result in disciplinary action up to and including termination of employment.

4. *Post-Accident (Post-Incident) Testing for Ambulatory Employees* - Following all workplace accidents (incidents) where drug testing is to be performed, unless otherwise specified by the department head, affected employees who are ambulatory will be taken by a supervisor or other designated personnel to the designated urine specimen collection site within 32 hours following the accident (incident). No employee should consume drugs prior to completing the post-accident (post-incident) testing procedures unless such drugs are prescribed by a physician and use of such drugs is disclosed at the time of testing.

Following all workplace accidents (incidents) where alcohol testing is to be performed unless otherwise specified by the department head, affected employees who are ambulatory will be taken by a supervisor or designated personnel of the City to the designated breath alcohol test site for a breath alcohol test within two (2) hours following the accident (incident). No employee should consume alcohol prior to completing the post-accident (post-incident) testing procedures.

5. *Post-Accident (Post-Incident) Testing for Injured Employees* - An affected employee who is seriously injured, non-ambulatory, and/or under professional medical care following a significant accident (incident) will consent to the obtaining of specimens for drug testing by qualified, licensed attending medical personnel and consent to the testing of the specimens. Consent will also be given for the attending medical personnel and/or medical facility (including hospitals) to release to the MRO of the City appropriate and necessary information or records that would indicate only whether or not specified prohibited drugs (and what amounts) were found in the employee's system. Each employee will grant consent at the implementation date of the drug and alcohol policy of the City or upon hiring following the implementation date.

Post-accident (post-incident) urinary testing may be impossible for unconscious, seriously injured, or hospitalized employees. If this is the case, certified or licensed attending medical personnel will take and have analyzed appropriate specimens to determine if drugs were present in the employee's system. Only an accepted method for collecting specimens will be used. Any failure to do post-accident (post-incident) testing within 32 hours must be fully documented by the attending medical personnel.

Following all workplace accidents (incidents) where alcohol testing is to be performed, unless otherwise specified by the department head, affected employees who are ambulatory will be taken by a supervisor or designated personnel of the City to the designated breath alcohol test site for a breath alcohol test within two (2) hours following the accident. No employee will consume alcohol prior to completing the post-accident (post-incident) testing procedures.

6. *Testing Based on Reasonable Suspicion*—A drug or alcohol test is required for any City employee where there is reasonable suspicion to believe the employee is using or is under the influence of drugs or alcohol.

The decision to test for reasonable suspicion means that one or more trained supervisors reasonably believes or suspects that the employee is using or has used drugs or alcohol. This belief should be based on recent observations concerning the employee's physical appearance, behavior, speech, smell or other performance indicators that are usually associated with drug or alcohol use. One supervisor who has received the applicable drug or alcohol detection training that complies with DOT regulations must make the decision to test and must observe the employee's suspicious behavior.

Supervisory personnel of the City deciding to subject any employee to drug or alcohol testing based on reasonable suspicion must document their specific reasons and observations in writing to Human Resources within 24 hours of the decision to test for drug use or within eight hours of the decision to test for alcohol use and before the results of the tests are received by the City.

7. *Random Testing* –All employees of the City are subject to random drug or alcohol testing. Federal regulations require the City to annually random test for drugs or alcohol a percentage of the total number of drivers possessing or obtaining a CDL. At least 25% of the drivers will be randomly tested for drugs and at least 10% will be tested for alcohol use. All other classes of employees subject to random drug testing will be tested on a schedule as determined by the City.

A minimum of 15 minutes and a maximum of two hours will be allowed between notification of an employee's selection for random drug or alcohol testing and the actual presentation for specimen collection or alcohol testing. Random donor selection dates will be unannounced with unpredictable frequency. Some may be tested more than once each year while others may not be tested at all, depending on the random selection.

If an employee is unavailable (i.e., vacation, sick day, out-of-town, work-related causes, etc.) to produce a specimen or to be tested on the date random testing occurs, the City may omit that employee from that random testing or keep the selection confidential and await the employee's return to work.

8. *Return-to-Duty and Follow-Up* – Any employee of the City who has violated the prohibited drug or alcohol conduct standards and is allowed to return to work must submit to a return-to-duty test. Follow-up tests will be unannounced, and at least six tests will be conducted in the first 12 months after an employee returns to duty. Return-to-duty tests must be conducted under direct observation.

The amount of follow-up testing an employee receives is determined by a Substance Abuse Professional (SAP) and may be extended for up to 60 months following return to duty. The SAP will determine how many times the employee will be tested, for how long, and for what substance (i.e. drugs, alcohol or both). The City is responsible for ensuring that follow-up testing is conducted and completed. The employee will be required to pay for his or her return-to-duty and follow-up tests accordingly. All follow-up tests will be observed.

Testing will also be performed on any employee returning from leave or special assignment in excess of six months. In this situation, the employee will not be required to pay for the testing.

9. *Periodic Medical Physicals* –Sworn employees of the Fire and Police Departments will be subject to a drug test as part of their periodic fit for duty physical assessment as required by the City.

2.04.04 Prohibited Drugs

All drug results will be reported to the MRO. If verified by the MRO, they will be reported to Human Resources. Substance abuse testing for job applicants and employees will include a urinalysis screen for the following drugs:

1. Amphetamines
2. Cannabinoids
3. Cocaine

4. Opiates
5. Phencyclidine
6. MDMA (Ecstasy)
7. Acetylmorphines
8. Alcohol (not required for job applicant testing)

The City may test for any additional substances as deemed appropriate, including those drugs listed under the Tennessee Drug Control Act of 1989, as amended to date or in the future.

2.04.05 Drug Testing Procedures

Testing will be accomplished as non-intrusively as possible. Affected employees, except in cases of random testing, will proceed to a drug test collection facility selected by the City where a urine sample will be taken from the employee in privacy. The urine sample will be immediately sealed by personnel overseeing the specimen collection after first being examined by these personnel for signs of alteration, adulteration, or substitution. The sample will be placed in a secure mailing container. The employee will be asked to complete a chain-of-custody form to accompany the sample to a laboratory selected by the City and is certified and monitored by the federal Department of Health and Human Services (DHHS) to perform the analysis on collected urine samples.

The Omnibus Act requires that drug testing procedures include split specimen procedures. Each urine specimen is subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles are sent to a laboratory. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis of the primary specimen confirms the presence of drugs, the employee has 72 hours from the time of notification by the MRO to request sending the split specimen to another federal DHHS certified laboratory for analysis. The employee will be required to pay for his or her split specimen test(s).

For the employee's protection, the results of the analysis will be confidential except for the testing laboratory. After the MRO has evaluated a positive test result, the employee will be notified, and the MRO will notify Human Resources.

2.04.06 Reporting and Reviewing

The City will designate an MRO to receive, report, and file testing information transmitted by the laboratory. This person will be a licensed physician with knowledge of substance abuse disorders.

1. The laboratory will report test results only to the designated MRO, who will review them in accordance with accepted guidelines and the procedures adopted by the City.
2. Reports from the laboratory to the MRO will be in writing or by fax. The MRO may talk with the employee by telephone upon exchange of acceptable identification.
3. The testing laboratory, collection site personnel, and MRO will maintain security over all the testing data and limit access to such information to the following: the respective department head, Human Resources, the City Administrator, and the employee.
4. Neither the City, the laboratory, nor the MRO will disclose any drug or alcohol test results to any other person except under written authorization from the affected employee, unless such results are necessary in the process of resolution of accident (incident) investigations, requested by court order, or required to be released to parties (i.e., DOT, the Tennessee Department of Labor, etc.) having legitimate right-to-know as determined by the City Attorney.

2.04.07 Alcohol Testing Procedures

All breath alcohol testing conducted for the City will be performed using evidential breath testing (EBT) equipment and personnel approved by the National Highway Traffic Safety Administration (NHTSA). Alcohol testing is to be performed by a qualified technician as follows:

1. **Step One** - An initial breath alcohol test will be performed, using a breath alcohol analysis device approved by the National Highway Traffic Safety Administration (NHTSA). If the measured result is less than 0.02% breath alcohol level (BAL), the test will be considered negative. If the result is greater or equal to 0.04% BAL, the result will be recorded and witnessed, and the test will proceed to Step Two.
2. **Step Two** - Fifteen minutes will be allowed to pass following the completion of Step One above. Before the confirmation test or Step Two is administered for each employee, the breath alcohol technician will ensure that the evidential breath testing device registers 0.00 on an air blank. The breath alcohol level detected in Step Two will be recorded and witnessed.

If the lower of the breath alcohol measurements in Step One and Step Two is 0.04% or greater, the employee will be considered to have failed the breath alcohol test. Failure of the breath alcohol test will result in disciplinary action up to and including termination of employment.

Any breath level found upon analysis is between 0.02% BAL and 0.04% BAL will result in the employee's removal from duty without pay for a minimum of 24 hours. In this situation, the employee must be retested by breath analysis and found to have a BAL of up to 0.02% before returning to duty with the City. All breath alcohol test results will be recorded by the technician and will be witnessed by the tested employee and by a supervisory employee of the City, when possible.

The completed breath alcohol test form must be submitted to Human Resources.

2.04.08 Education and Training

1. **Supervisory Personnel Who Will Determine Reasonable Suspicion Testing**

Supervisory personnel will have at the minimum two 60-minute periods of training on the specific, contemporaneous, physical, behavioral, and performance indicators of both probable drug use and alcohol use. One 60-minute period will be for drugs, and one 60-minute period will be for alcohol.

The City will sponsor a drug-free awareness program for all employees.

2. **Distribution of Information**

The minimal distribution of information for all employees will include the display and distribution of:

- a. Informational material on the effects of drug and alcohol abuse;
- b. An existing community services hotline number, available drug counseling, rehabilitation, and employee assistance programs for employee assistance;
- c. The City policy regarding the use of prohibited drugs and/or alcohol; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

2.04.09 Consequences of a Confirmed Positive Drug and/or Alcohol Test Result and/or Verified Positive Drug and/or Alcohol Test Result

Job applicants who are subject to pre-employment testing will be denied employment with the City if their initial positive pre-employment drug test result has been confirmed.

If a current employee's positive drug and alcohol test result has been confirmed, the employee is subject to immediate removal from any safety-sensitive function and may be subject to disciplinary action up to and including termination. Factors to be considered in determining the appropriate disciplinary response include:

the employee's work history, length of employment, current work assignment, current job performance, and the existence of past disciplinary actions. However, the City reserves the right to allow employees to participate in an education and/or treatment program approved by the City Employee Assistance Program as an alternative to or in addition to disciplinary action. If such a program is offered and accepted by the employee, then the employee must satisfactorily participate in and complete the program as a condition of continued employment.

Refusing to submit to an alcohol or controlled substances test means that an employee: (1) fails to provide adequate breath for testing without a valid medical explanation after receiving notice of the requirement for breath testing in accordance with the provisions of this part; (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing in accordance with the provisions of this part; or (3) engages in conduct that clearly obstructs the testing process. In either case the physician or breath alcohol technician will provide a written statement to the City indicating a refusal to test.

2.04.10 Substance Abuse Counseling and Treatment

The City encourages employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action, to voluntarily seek treatment and counseling for their substance abuse problems. In the event that an employee of the City is dependent upon or an abuser of drugs and/or alcohol and sincerely wishes to seek professional medical care, that employee should voluntarily discuss the problem with the respective department head in private. The City will honor such voluntary desire for help with a substance abuse problem. If substance abuse treatment is required, the employee will be removed from active duty pending completion of the treatment.

No disciplinary action may be taken pursuant to this drug policy against employees who voluntarily identify themselves as drug users, obtain counseling and rehabilitation through the City's Employee Assistance Program or other program sanctioned by the City, and thereafter refrain from violating the City's policy on drug and alcohol abuse. However, voluntary identification will not prohibit disciplinary action for the violation of City personnel policy and regulations independent of any drug/alcohol issues.

Affected employees of the City are entitled to up to 30 consecutive calendar days for initial substance abuse treatment, provided however, the employee must use all vacation, sick, and compensatory time available. Once all accrued leave is exhausted, the remainder of the treatment period will be leave without pay.

Voluntary participation in substance abuse treatment or counseling will not affect an employee's career advancement or employment, nor will it protect an employee from disciplinary action if substandard job performance continues. Voluntary disclosure must occur before an employee is notified of or otherwise becomes subject to a pending drug and/or alcohol test.

Prior to any return-to-duty consideration of any employee following voluntary substance abuse treatment, the employee will obtain a return-to-duty recommendation from the SAP through the City's Employee Assistance Program. The SAP may suggest conditions of reinstatement of the employee that may include after-care and return-to-duty and/or random drug and alcohol testing requirements. The respective department head, Human Resources, and the City Administrator will consider each case individually and set forth final conditions of reinstatement to active duty. The employee must meet these conditions of reinstatement. Failure of the employee to complete treatment or follow after-care conditions, or subsequent failure of any drug or alcohol test under this policy will result in administrative action up to and including termination of employment.

These provisions apply to voluntary disclosure of a substance abuse problem by an employee of the City. Voluntary disclosure provisions do not apply to applicants.

2.04.11 Confidentiality

Applicant and employee test results are confidential. The City or service agent (e.g., testing laboratory, MRO or SAP) is not permitted to disclose test results to outside parties without the written consent of the applicant or employee. However, test information may be released (without prior consent) in certain situations, such as: legal proceedings, complaint procedures, or administrative proceedings brought by the employee or on the employee's behalf, which resulted from a positive test or refusal to test. When the information is released, the City will notify the applicant or employee in writing of any information they released.

An employee's drug and alcohol testing history will follow them to their new employer if that employer is regulated by a DOT agency in accordance with federal law.

2.04.12 Inspections and Searches

All City property is subject to inspection at any time without notice. There should be no expectation of privacy in or on such property. Property includes, but is not limited to, City owned vehicles, desks, containers, files, and lockers. Employee-assigned lockers that are locked by the employee are also subject to inspection by the employee's supervisor in the presence of the employee after reasonable advance notice to the employee unless such notice is waived by the City Administrator. Employees are expected to cooperate in the conduct of such inspections.

2.04.13 Exceptions

This policy does not apply to possession, use, or provision of alcohol and/or drugs by employees in the context of authorized work assignments (i.e., undercover police enforcement, intoxilyzer demonstrations). In all such cases, it is the individual employee's responsibility to ensure that the possession, use, or provision of alcohol does not adversely affect job performance.

2.05 Immigration Law Compliance

The City is committed to employing only individuals with authorization to work in the U.S. and does not discriminate against any individuals on the basis of citizenship, national origin, or other unlawful grounds. Furthermore, the City follows the regulations established in the Immigration Reform and Control Act of 1986 (ICRA) when hiring new employees. This act requires all new employees to provide proof of their eligibility to work in the United States.

Each new employee, as a condition of employment, must complete the Employee Eligibility Form (I-9) and present documentation establishing identity and employment eligibility. Former employees who are hired within three (3) years of initially completing an I-9 form are not required to complete a new I-9 form if the individual is still authorized to work in the United States. This form must be completed directly following an acceptance of employment, or in no event more than three business days after date of hire. Employees who are authorized to work in the U.S. under certain visas will be required to show proof of continued authorization to work in the U.S. upon expiration of the visas shown when employment began.

2.06 Family and Medical Leave Act (FMLA) Policy

Employees who have been employed by the City for at least 12 months, worked at least 1,250 hours over the previous 12 months prior to the leave, and work at a location where at least 50 employees are employed by the City within 75 miles are entitled to take leave under the Family and Medical Leave Act of 1993 (FMLA).

2.06.01 Reasons for taking FMLA Leave

- Birth and care of the newborn child of the employee;
- Placement with an employee of a son or daughter for adoption or foster care,

- To care for an employee's spouse, son or daughter¹, or parent who has a "serious health condition";
- The care of the employee's own serious health condition that does not allow the employee to perform the essential functions of his or her job.
- **Military Leave Entitlements:**
 - ❖ Certain qualifying exigencies² arising from the employee's spouse, child or parent who is on active duty or called to active-duty status in the Armed Services, National Guard or Reserves in support of a contingency operation; or
 - ❖ The care for a spouse, parent, child, or next of kin who is a covered service member with a serious illness or injury incurred in the line of duty while on active duty in the Armed Forces, National Guard or Reserves.

With regard to all FMLA leaves other than leave to care for a covered service member, eligible employees may take up to a total of 12 weeks of FMLA leave during any rolling 12-month period measured backward from the date that the employee uses any family leave. The opportunity to take FMLA for the birth, adoption or placement of a foster child is available to employees for 12 months following the birth, adoption or placement.

If both husband-and-wife work for the City and both are eligible for FMLA leave, and each takes FMLA qualifying leave for the birth, adoption or placement of a foster child, or to care for an ill parent, both are limited to a joint total of 12 weeks of leave during the applicable 12-month period. If the leave is taken for an employee's own serious health condition, or to care for a child or spouse with a serious health condition, each is entitled to 12 weeks of leave within the applicable 12-month period.

Eligible employees may take up to 26 weeks of leave to care for a covered service member in a single 12-month period of time which begins on the first day of the military caregiver leave. Employees who take leave to care for a covered service member are entitled to a maximum of 26 weeks of FMLA leave of any type during the 12-month period when the employee takes the military caregiver leave. Spouses employed by the City are jointly entitled to a total of 26 weeks of FMLA leave in the applicable 12-month period when (1) military caregiver leave is taken or (2) a combination of military caregiver leave and any other covered FMLA is taken in the 12-month period of time.

Intermittent FMLA leave is available when medically necessary or when leave is due to qualifying exigencies as set forth in this policy. However, intermittent leave is not available for the birth, adoption, or foster care of a child.

If an employee requests leave on an intermittent or reduced leave schedule, the City may require the employee to transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than the regular employment position of the employee.

2.06.02 Pay Status and Maintenance of Benefits During FMLA Leave

FMLA leave is unpaid. However, an employee will be required to use any paid leave that they have accrued under the City's vacation or sick leave policies (Note: Accrued unused sick leave can only be used towards an employee's, spouse, parent or child's serious health condition) as part of their FMLA leave entitlement.

After all paid leave has been exhausted, the remainder of the 12-week leave will be unpaid. Employees on unpaid FMLA leave are not entitled to paid holidays. Benefits that operate on an accrual basis (vacation, sick

¹ FMLA defines "son or daughter" to include biological or adopted child, and a "foster Child, stepchild, legal ward, or a child of a person standing *in locus parentis* (those with day-to-day responsibilities to care for and financially support a child).

²Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

leave) will not be accrued during an unpaid FMLA leave. When a work-related injury qualifies for FMLA leave and the employee is receiving workers' compensation benefits, they will not be required to substitute any paid leave during their absence from work. However, the leave taken for the work-related injury or illness and FMLA will run concurrently.

When any eligible employee takes an approved FMLA leave, the City will maintain group health coverage for the duration of that leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.

To the extent allowed under the FMLA and state law, the City reserves the right to recover health insurance premiums from employees who fail to return to work at the end of an FMLA leave.

2.06.03 Notice and Medical Certifications

When the necessity for leave is foreseeable, the employee must provide 30 days' notice prior to taking the leave by submitting a completed Request For Family and Medical Leave of Absence form to his/her supervisor. In the event of emergency or unforeseen circumstances, the Request For Family and Medical Leave of Absence form must be completed and submitted to his/her supervisor as soon as practicable (no later than 48 hours after an absence). In addition, an employee is required to provide immediate notice to his/her supervisor of the need for leave from work. If the employee cannot contact his/her supervisor personally, the employee should have someone contact the supervisor on his/her behalf.

Within five business days of the employee requesting FMLA leave or the City learning that an employee's absence from work may be for an FMLA qualifying reason, a "Notice of Eligibility and Rights & Responsibilities" form will be provided to the employee along with a "Certification of Health Care Provider" form if applicable. The City is required to designate a qualifying absence as FMLA leave if the employee is eligible even if he/she did not specifically request FMLA leave. If an employee requesting FMLA leave is not eligible, the City will provide a reason for ineligibility on the "Notice of Eligibility and Rights & Responsibilities" form.

Employees are required to provide medical certification to support a request for FMLA leave in most situations. The Certification of Health Care Provider forms must be completed and returned to Human Resources within 15 calendar days of receiving the request for certification. It is the responsibility of the employee to provide sufficient information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. It is also the employee's responsibility to inform the City if an absence from work is for a reason for which FMLA leave was previously taken or certified during the employee's tenure with the City.

Employees are required to provide periodic reports on their status and intent to return to work every 30 days during a continuous FMLA leave. Employees are responsible for communicating to the City at the beginning of a continuous FMLA leave the anticipated return to work date and to immediately notify the City of any changes in the return-to-work date. If an employee is unable to return to work on the planned date, then he/she must inform his/her supervisor at least seven (7) calendar days prior to the original expected date of return, or as soon as reasonably possible given the employee's circumstances.

After the employee timely returns the completed Certification of Health Care Provider form, Human Resources will provide the employee in writing with a "Designation Notice" form within five (5) business days, absent extenuating circumstances. The Designation Notice will notify the employee whether the leave will be designated and counted as FMLA leave or not. The Designation Notice may advise the employee that the Certification of Health Care Provider is incomplete or insufficient and, in such cases, will advise the employee what additional information is necessary to make the certification complete and sufficient. The employee will have seven (7) calendar days to cure any deficiency in the certification. If the deficiencies are not cured, the City may deny the FMLA leave, and the employee may be subject to disciplinary action for being absent without approved leave.

If an employee does not timely return a completed Certification of Health Care Provider form, the City may deny the FMLA leave until the required certification is provided. If an employee never produces the certification, the leave is not covered by the FMLA, and the employee may be subject to disciplinary action for being absent without approved leave.

If the City has reason to doubt the validity of the certification, the City may require, at its own expense, a second, or even third, medical opinion as permitted by the FMLA. Subsequent recertification may be requested consistent with the provisions of the FMLA. FMLA leave request forms may be obtained from Human Resources.

If the requested leave due to a qualifying exigency does not involve medical treatment, the City may request other types of information to verify the need for the leave, including active-duty orders.

If the employee is requesting intermittent leave or leave on a reduced schedule, the following certification may be required:

1. For planned medical treatment - the dates on which such treatment is expected to be given and the duration of the treatment;
2. For the employee's own serious health condition - a statement of the medical necessity and the expected duration of intermittent leave or reduced leave schedule;
3. For caring for a spouse, son, daughter or parent of the employee, or a covered service member who has a serious health condition - a statement that the employee's leave is necessary or will assist in their recovery, and the expected duration of the intermittent leave or reduced leave schedule.

While on family leave, an employee must report to the Human Resources every two (2) weeks on their status, including whether they intend to return to work and the date on which they will return to work, if known.

3.06.04 Job Protection and Restoration

At the end of an FMLA leave, an employee will be restored to the same position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, employees are subject to the business circumstances of conditions (such as layoffs) that would have applied had he/she been working. Certain highly paid key employees (those employees who are among the highest paid 10% of those employed by the City within 75 miles of the facility at which the employee works) may not be reinstated to the same or equivalent position due to business necessity. If this is the case, the City will notify the employee of his/her "key" employee status, whether they will deny job restoration and why, offer the employee reasonable opportunity to return to work from FMLA leave after giving notice, and make a final determination as to whether reinstatement will be denied at the end of the leave period if job restoration is requested.

If an employee is unable to return on the planned date, then he/she must inform their supervisor or department head of the need for additional leave at least seven (7) days prior to the original expected date of return, or as soon as possible given the employee's circumstances. An employee who fails to return to work on schedule will be considered to have voluntarily terminated their employment effective at the end of the third day of failure to report to work.

If family leave was taken because of the employee's own serious health condition, the City may require the employee to provide certification from his/her health care provider that they are able to resume work. Failure to submit such documentation may delay a return to work.

As with other leaves of absence from the City, FMLA leave may not be used to seek alternative employment opportunities or to fulfill other employment obligations with another employer or through self-employment. All procedures for reporting back to work after FMLA leave must be followed to protect the employee's status.

3.06.05 Nondiscrimination Statement

The City will not interfere with, restrain or deny the exercise of or the attempt to exercise, any right to leave provided to employees under any applicable law. Family

The City will not terminate or in any other manner discriminate against any employee for opposing any practice made unlawful by applicable laws providing leaves of absence to employees.

FMLA leave will not be used as a negative factor in employment actions such as hiring, promotions, or corrective action. FMLA leave will not be counted against an employee under the City's attendance policies.

3.06.06 Miscellaneous

Misrepresentations made regarding the reason for FMLA leave or using FMLA leave time for purposes inconsistent with the stated reason for the leave is grounds for corrective action up to and including immediate termination.

The City will comply with any state or federal laws that allow more leave than the FMLA. FMLA leave runs concurrently with all other leaves; e.g., any applicable Maternity Leave, Workers' Compensation.

If there are any questions regarding FMLA leave, employees should contact their supervisor.

2.07 Maternity Leave

As mandated by Tennessee law under the provisions of the Tennessee Maternity Leave Act of 1987 (T.C.A. Section 4-21-408, "Maternity Leave"), both female and male employees of the City who have been employed full-time for 12 consecutive months will be eligible for up to four months of unpaid maternity leave for the purpose of pregnancy, birth, adoption, and caring for the infant. The City will treat maternity leave for anyone with less than twelve (12) consecutive months of service as it would any non-job-related illness or injury.

Except when the employee uses accrued paid leave, maternity leave is otherwise considered and treated as leave without pay. Any maternity leave (whether paid or unpaid) will also be considered and treated as FMLA leave. It should be noted that maternity leave, FMLA leave, workers' compensation leave, and any paid leave an employee utilizes to supplement the unpaid portion of the leave will all run concurrently.

An eligible employee is required to give three (3) months' advance notice (unless prevented from doing so because of emergency medical necessity) of the employee's anticipated date to commence maternity leave, the length of maternity leave he/she plans to utilize, and his/her intentions to return to full-time employment following the leave. The employee must comply with these provisions in order to be eligible for all rights and provisions of the Act.

The employee will be required to exhaust all accumulated vacation leave and compensatory time prior to taking unpaid leave during maternity leave. In addition, employees have the option of being paid any accrued sick leave during a maternity leave, if applicable. No additional vacation leave or sick leave will accrue during the unpaid portion of a maternity leave.

Employees are responsible for maintaining their portion of payments of their insurance premiums. Arrangements must be made prior to departure for timely payments of insurance premiums during the leave time.

Employees returning from maternity leave will be reinstated to their previous position if at all possible. If their previous position is not available, a similar position with similar pay generally will be provided.

2.08 Jury Duty Leave (aka Civil Leave)

In accordance with Tennessee state law, regular full-time or part-time employees who are residents of Tennessee (with the exception of temporary employees with the City less than six months), will be granted paid time off for jury duty provided they give the City advance notice as far in advance as possible of their obligation to serve, and show the summons to their immediate supervisor on the first workday following the receipt of the summons. Jury duty leave with pay will be authorized by an employee's supervisor or department head. The employee will have the option of receiving full pay from the City for jury duty leave by assigning to the City the amount earned from the court. Otherwise, the City will pay the difference between the employee's regular salary and the amount earned from the court. Upon notice of an employee's jury duty summons, the supervisor must then notify the Payroll Administrator.

Employees are also required to notify their supervisor upon completion of their jury duty service. If an employee's jury duty time constitutes less than three hours on any given day, he/she will be required to return to work for the completion of their regularly scheduled shift. Employees whose jury duty service constitutes more than three hours on any particular day will not be required to return to work that day.

If an employee summoned for jury duty is working a night shift or is working during hours preceding those in which court is normally held, such employee will also be excused from employment for the shift immediately preceding the employee's first day of service on any lawsuit. After the first day of service, when such employee's responsibility for jury duty exceeds three (3) hours during a day, then the employee will be excused from their next scheduled work period occurring within twenty-four (24) hours of such day of jury service.

Upon returning from jury duty service, employees will be required to provide written verification to the City of the actual time spent on jury duty and the amount of jury duty pay received before payment under this policy will be made.

2.09 Voting Leave

The City encourages employees to fulfill their civic responsibility by participating in elections. Generally, employees are encouraged to find time to vote either before or after their regular work schedule. However, if an employee does not have three consecutive non-working hours during which they can vote, the City will grant reasonable time off, not to exceed three hours, to employees who are scheduled to work a full shift on Election Day and request the time off to vote by 12:00 noon on the day before the election.

The City will grant reasonable time off in compliance with applicable state law, to full-time employees who are scheduled to work a full shift on Election Day and request the time off to vote on the day before the election, as required by applicable state law. The City reserves the right to designate the hours when employees may take voting leave.

2.10 Military Leave/Re-employment

The City will administer military leave and returns from leave in accordance with the [38 USC 4301] Uniformed Services Employment and Reemployment Rights Act (USERRA). An employee of the City who is called to military service, voluntarily or involuntarily, is entitled to military leave with pay while engaged in "duty or training (including weekend drills) in the service of this state, or of the United States, under competent orders." An employee requesting military leave should notify their department head at least two (2) weeks in advance of the leave, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Upon presentation to the City of official orders, the employee will be allowed military leave with pay for any military duty or training not exceeding twenty (20) working days (160 hours) in any one calendar year (T.C.A. 8-33-109). In the event military duty or training exceeds twenty (20) days in a calendar year, the employee may request in writing that the excess time be charged to the employees accrued and unused vacation or

compensatory time, if any, but not to any accrued and unused sick leave. During an unpaid leave of absence, an employee will not accrue vacation or sick time and will not be eligible for holiday pay.

It will be the employee's responsibility to arrange to attend monthly Reserve or Guard meetings on regular off-time. Employees entering an extended active duty will be paid in accordance with T.C.A. 8-33-109 unless the Board of Mayor and Alderman authorizes pay in addition to the minimum required by law.

Employees ordered or enlisted to full-time military duty will be re-employed in accordance with the provisions of current State and Federal law, including the Uniformed Services Employment and Re-employment Rights Act (USERRA). Upon completion of military service, employees who qualify for re-employment rights and apply for reinstatement within the stated time period based on length of leave, are entitled to be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service. The employee will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Employees seeking job or benefits protection under USERRA must have five years or less of cumulative service in the uniformed services while with any one particular employer; return to work or apply for re-employment in a timely manner after conclusion of service; and must not have been dishonorably discharged.

Additionally, while on a military leave of absence, employees taking military leave are entitled to continue healthcare coverage to the extent such coverage is otherwise provided, for a period of up to 31 days. After 31 days, continuation of health insurance benefits, at the employee's own expense, is available as required by USERRA for up to 24 months, and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. Upon re-employment from military leave, the employee will be exempt from insurance waiting periods or limitations on coverage for the employee and all covered family members.

Contact Human Resources for more information or questions about Military Leave.

2.11 Workers' Compensation

The City is committed to meeting its obligations under state law to provide medical, rehabilitation, and wage-replacement benefits to all employees who sustain a work-related injury or illness. Injured employees are encouraged to seek prompt medical attention if necessary and are required to select from a physician on the panel of physicians approved by the City's workers' compensation carrier which is posted in each department. In emergency situations, the most convenient medical service or hospital may be used. It is the employee's responsibility to notify their supervisor or Human Resources immediately if they have a work-related injury or illness, regardless of its severity, or as soon as possible if neither are immediately available. Failure to report a work-related injury or illness in a timely manner could result in no workers' compensation benefits being paid. It is the supervisor's responsibility to file with Human Resources a "First Report of Injury" form on the day of the injury or day of notification by the employee if later, but no later than 30 days after the accident/incident.

The City's Workers' Compensation carrier pays all medical expenses for the treatment of a work-related injury or illness. An employee's group health plan coverage cannot be used to pay for covered work-related injuries or illnesses. Employees are required to communicate with and coordinate all activities (i.e., medical care, restricted duty, return to work, etc.) through Human Resources. Failure to follow proper procedures may result in disciplinary action.

The City pays employees in full for the first seven days of the work-related injury or illness leave. In addition, weekly temporary total disability benefits are paid by workers' compensation if an employee is found to be temporarily totally disabled from working due to the work-related injury or illness. Compensation begins on

the date of injury and is based on 2/3 of an employee's gross average weekly wage for the last 52 weeks worked prior to the injury, subject to the minimum and maximum benefits as provided under Workers' Compensation Law. Employees may supplement the weekly workers' compensation benefits paid to them with a pro-rated amount of any accrued and unused sick, vacation or compensatory time, for the difference between what the employee would have earned, net of deductions, during the comparable portion of the injury leave and the actual amount of the workers' compensation paid to the employee, taking into account the tax-free nature of workers' compensation benefits.

Any work time spent at medical or physical therapy appointments as follow-up treatment for any work-related injury or illness will be considered City work and will not be charged against any of the employee's accrued paid leave used to supplement workers' compensation payments.

Light duty work will be required, if available and with a physician's release based upon the light duty jobWorkers' Compensation description, for employees on approved leave. Light duty assignments are only temporary and will be paid at the particular job's rate. Worker's Compensation may pay the standard percentage of the difference between the light-duty job and the injured employee's regular rate of pay. Assigned duties while performing light duty/administrative duty work may be different from the employee's normal job description and/or duties.

Temporary employees will be placed in a leave without pay status and will receive all benefits for which they may be adjudged eligible under the Worker's Compensation Act.

Worker's Compensation leave will be denied if the post-accident Alcohol/Drug test is failed. For further information regarding benefits under this program, please contact Human Resources.

2.12 COBRA

The Consolidated Omnibus Reconciliation Act of 1986 or COBRA is a federal law that gives a covered employee and their qualified dependents the option under certain conditions of continuing group health care coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements or a covered employee's entitlement to Medicare. If one of these events occurs, a covered employee and/or his/her qualified dependents must notify Human Resources within 60 days from the date of the qualifying event. If he/she does not, all rights under COBRA will end.

Under COBRA, a covered employee and/or their qualified dependents pay the full cost of coverage at the City's group rates plus an administrative fee. When an employee first becomes eligible for coverage under the City's health insurance plan, he/she will be given a written notice that contains important information about their rights and obligations granted under COBRA.

Questions regarding COBRA should be directed to Human Resources.

3.00 Workplace Standards

3.01 Code of Conduct

While most employees conduct themselves in a professional, courteous and enthusiastic manner, it is helpful to establish basic standards of conduct to ensure the best possible work environment for employees. Conduct that is disrespectful or offensive to fellow employees, discredits the City, interferes with business operations, or is deemed by management as adverse to the City's interest, will not be tolerated.

The following general rules on employee conduct have been developed to provide employees with an understanding of what is inappropriate and what disciplinary action may be appropriate if employee misconduct occurs. Disciplinary action will be remedial rather than punitive in nature whenever possible, with the organizational objective of directing and motivating employees to fully carry forth their work obligations to the City. These rules will be fairly and consistently applied considering the seriousness of the infraction, mitigating circumstances, previous work record, and other relevant criteria.

Department heads, under authority delegated by the City Administrator, and in accordance with the provisions of this Policy, may demote, dismiss, reduce in pay, or suspend without pay for not more than thirty (30) calendar days in any calendar year (except that suspensions may be extended pending any investigation and hearing), any employee for any one or more of the reasons listed below. As it is not possible to list every conceivable infraction or to anticipate the circumstances under which the infraction will take place, employees should not view the list of rules below as all-inclusive or as specifying the only appropriate discipline.

- Violation of Personnel Rules and Regulations, policies, procedures, or established practice;
- Violation of Federal, state or local law;
- Any form of harassment, including sexual harassment, or any form of discrimination towards a subordinate, co-worker, as well as non-employees, such as visitors, applicants, the general public, suppliers, etc., that is based on an individual's race, color, religion or creed, sex, pregnancy, national origin, citizenship, age, political affiliation, disability, veteran status, genetic information or any characteristic protected by federal, state, or local law;
- Theft, damage, abuse, use, or removal of City property, equipment, or the property of another employee for unauthorized purposes or without permission;
- Gross misconduct;
- Dishonesty of any kind, including falsifying City records or documents or transmitting false information, including omission of relevant information;
- Unlawful possession of or illegal activity relative to firearms, weapons, ammunition, explosives or other dangerous materials while on City premises or off property in the performance of City business;
- Reporting for work under the influence of alcohol or drugs; consumption, possession, trafficking (buying or selling) of intoxicants, narcotics, or drugs on City property while on duty, including any attempt to bring them onto City premises. (Note: If an employee takes any prescribed medication that may compromise their ability to perform their job duties safely and effectively during working hours, they must report it to their manager, in writing);
- Drug abuse, refusal to participate in a City-approved rehabilitation program deemed necessary by the City Administrator based on substantiating evidence, or refusal to submit to pertinent testing in accordance with a city approved drug and alcohol testing program;
- Illegal or unethical actions, such as accepting bribes, kickbacks or other illegal payments, made or received directly or indirectly in connection with your employment with the City;
- Threats of (or actual) violence, both direct and indirect, fighting or horseplay, or conduct that threatens, intimidates or coerces a fellow co-worker at any time, including off-duty periods;
- Unauthorized duplication of City keys, disclosure of passwords or codes;
- Disrespectful or unprofessional conduct or indulging in harmful gossip, bullying and any behavior that is threatening to the team atmosphere. This includes activities on, or off City property considered to discredit the City, and/or fellow employees;

- Conviction of a felony or plea of no contest, in any court of law of any crime involving violent or immoral conduct or a misdemeanor reflecting upon the employee's ability to perform public service or for which a jail sentence is imposed;
- Posting online disparaging, discriminatory or defamatory comments when discussing the City, superiors, co-workers, and/or other municipalities. This includes no spam and no remarks that are off-topic or offensive such as ethnic slurs, personal insults, obscenity, or engaging in any conduct that would not be acceptable in City workplaces.
- Reckless driving while on City business;
- Failure to perform assigned duties satisfactorily or insubordination, including the refusal to follow or carry out work instructions given by management, so long as an employee is not placed in a situation of imminent danger by following such work order;
- Failure to practice safe work habits;
- No call/no show; excessive or unauthorized absenteeism, unexcused early departures and/or tardiness;
- An employment history with the City that demonstrates a consistent pattern of disciplinary and/or performance problems and a lack of corrective action by the employee, in spite of documented warnings and counseling efforts by the City to encourage improvement, so as to cause sufficient doubt as to whether continued employment is in the best interest of the individual and/or the City;
- Unauthorized use of telephones, mail system, computer systems, Internet, e-mail or other City provided equipment or systems;
- Unauthorized disclosure of business or other confidential information;
- Unauthorized tape recording without the permission of the City Administrator;
- Unauthorized purchases charged to City accounts. 3.

The misconduct listed above are not the only grounds for discipline or dismissal. For this reason, these rules may be periodically updated, modified and supplemented, with or without notice to employees. While discipline is normally progressive in nature; i.e., oral reprimand, written reprimand, suspension with pay, minor suspension¹, major suspension², and dismissal, the City reserves the right to dismiss any employee at any time without prior warning as the situation warrants in the sole discretion of the City. In addition, the City reserves the right, based on the severity or serious nature of the offense, to start disciplinary action at steps other than the oral reprimand step for violation of workplace standards. Moreover, it is stressed that all disciplinary situations will be evaluated in light of their individual circumstances, including the employee's overall record of performance.

Failure to observe this policy is itself a serious offense and the City reserves the right to take disciplinary action, up to and including dismissal, even though violations are not specified above. **Neither these rules nor other policies are a contract or other promise of employment, and in no way alter the fact that employment is terminable at-will and can be terminated by either party at any time for any reason not prohibited by law.**

3.02 Complaint and Appeals Procedure

It is the policy of the City to provide a procedure for the presentation of complaints, defined as a dispute, misunderstanding or disagreement that arises involving employees, their supervisor and/or department head and/or the City relative to some aspect of employment, interpretation of regulations and policies or some management decision, including disciplinary actions other than dismissal, affecting the employee.

A complaint may not arise from any of the following:

- Personnel actions pertaining to position classifications;

¹ Minor suspension: Disciplinary removal from paid status for one (1) to three (3) working days.

² Major suspension: Disciplinary removal from paid status for four (4) or more working days, but not more than thirty (30) calendar days in any calendar year unless an extension has been made pending any investigation and hearing.

- Pay and/or other forms of compensation including employee fringe benefits, or changes thereto; dismissal; and demotions, transfers and lay-offs because of the abolishment of positions.

3.02.01 Complaint Procedure

The complaint procedure was established to assure employees that their problems and complaints would be considered fairly, rapidly, and without reprisal. The purpose of this procedure is to determine what is fair and just, rather than who is right. The City encourages free and open discussion between employees and supervisors for effective communications and understanding pertaining to work-related matters.

The complaint procedure involves a number of steps but may be resolved at any step in the procedure by mutual agreement. Notation of any settlement will be signed by all parties and forwarded to Human Resources. Throughout the complaint procedure, whenever a specific number of City business days are allowed to submit a complaint or to respond to a complaint finding, then the "business days" in question will be those normal to the person responsible for the next action. The "business days" do not include days of vacation, sickness, suspension, scheduled days off, etc.

If a complaint develops, the following steps will be taken:

1. The employee should discuss the matter with his/her supervisor as soon as the complaint develops but must do so no later than within five (5) City business days. The supervisor will make every effort to resolve the matter through oral communication.
2. If the matter is not resolved, the employee must, within five (5) City business days of the employee's last effort to resolve the matter orally with the supervisor, submit in writing to the supervisor a complete statement as to what the employee feels the complaint to be, and a suggested solution. A designated form must be used for writing complaints. The forms may be obtained from the department head or from Human Resources. The supervisor will respond in writing within five (5) City business days of receiving the employee's written complaint. At this step and the following steps, if used, copies of the complaint form and the response will be forwarded to the department head.
3. If the supervisor's response is not satisfactory to the employee, the employee may submit the complaint to the department head within three (3) City business days of receiving the supervisor's response, following the same procedure as in Step No. 2 above.
4. If the complaint does not pertain to either the employee's supervisor or another employee who reports to that same supervisor, then the employee may submit the complaint directly to the department head.
5. The department head will provide the employee with a written response within five (5) City business days of receiving the complaint from the employee.
6. If the department head's response is not satisfactory to the employee, then the employee may submit the complaint to Human Resources within three (3) City business days of receiving the department head's decision.
7. Human Resources will obtain all information in its entirety from the department head, informally discuss the complaint with the employee, the department head and others as necessary, and determine, in the form of a written memorandum, whether the complaint procedures followed to date have been appropriate and whether the department head's decision was a reasonable one under the circumstances, all within ten (10) City business days of receiving the complaint from the employee. The determination of Human Resources is not intended to substitute that of the department head on whether and how the employee should be disciplined (if the complaint is due to a disciplinary action). Human Resources will make a copy of the complaint and all responses thereto a part of the City's official personnel file for that employee. In the event any employee who reports, either directly or indirectly, to Human Resources, submits a written complaint, or in the event Human Resources submits a written complaint, then no such informal discussion will be held, and the matter will be forwarded to the City Administrator as an appeal of a complaint.

3.02.02 Appeals Process

1. If the determination of Human Resources is not satisfactory to either the employee or the employee's department head, one may, within five (5) City business days of receiving the determination, appeal that determination to the City Administrator and request a complaint hearing.
2. The City Administrator will, within two (2) weeks of receiving the written appeal, set the date, time, and location for a complaint hearing, and will notify the employee, the supervisor, the department head, and Human Resources of this information. The complaint hearing will be set for a date that is not less than five (5) City business days but not more than ten (10) City business days after the City Administrator notifies these individuals of the date.
3. It is the responsibility of the employee to appear at the scheduled complaint hearing. If the employee fails to appear and has no justifiable reason for failing to appear, then the appeal will be dismissed.
4. The City Administrator will have the authority to interview witnesses under oath, to compel the attendance of City employees, to require the production of information by employees, and to request attendance and production of information by non-employees. At a minimum, the persons to be interviewed by the City Administrator at the complaint hearing will include the employee submitting the complaint and the employee's supervisor or other person whose action is being reviewed. The aforementioned individuals may provide a list of others whom the City Administrator may also interview to the extent the City Administrator deems it practical and/or necessary to do so.
5. The employee's personal attorney may be present at the complaint hearing. The City Administrator may request the City Attorney to attend the complaint hearing in order to serve in an advisory capacity. The complaint hearing will be audiotape recorded.
6. The City Administrator will have ten (10) City business days from the conclusion of the hearing to render a decision. The decision will be in writing and will include the reasons for the decision. The City Administrator's decision will be final and binding in all cases, except that the decision may be appealed to a court of law of competent jurisdiction.

3.02.03 Reinstatement/Reimbursement

In the event an employee files a complaint regarding a matter involving loss of position, pay, benefits, leave time, etc. and ultimately prevails, then any such position, pay, benefits, leave time, etc. will be reinstated/reimbursed following final resolution of the complaint.

3.03 Internet and E-Mail Policy

The City provides its employees with Internet access and electronic communications services as required for the performance and fulfillment of job responsibilities. Employees must understand that any connection to the Internet offers an opportunity for unauthorized persons to view or access City information. It also opens holes in our network security, which can make us vulnerable to viruses and other types of attacks. Therefore, it is important that all connections be secure, controlled, and monitored.

All electronic mail ("e-mail") is a local government record or property and may be considered a public record, subject to public inspection, under the Tennessee Public Records Act. Employees are advised that they have no legitimate expectation of privacy with regard to their electronic communications.

The City reserves the right to monitor messages and the use of the Internet by employees under certain circumstances listed below. Supervisors have the authority to inspect and extract the contents of any technology equipment, files, calendars, or electronic mail of their subordinates in the normal course of their supervisory duties upon prior approval of the City Administrator. Employees of the Technology Department have the authority to inspect and extract such content for the reasons listed below.

Reasons for monitoring or retrieving e-mail messages and use of the computer include the following:

1. During the course of an investigation that has been triggered by indications of impropriety;
2. Whenever it is necessary to locate substantive information relevant to a breach of security of the City's computer system;
3. Whenever there may be system hardware or software problems, or for regular system maintenance;
4. Whenever any messages are relevant to a lawsuit or legal action involving the City; and/or
5. Whenever there is reasonable suspicion of a crime or violation of this policy.

Below are the current guidelines for using the City's computer system, the Internet and e-mail. While every effort was used to make this policy comprehensive, any incidents not addressed by this policy will be reviewed on a case-by-case basis using the basic intent of this policy as a guide.

3.03.01 Permitted Use

Employee access to the City's computer system, the Internet and e-mail are for the purpose of increasing productivity, and not for non-business activities; however, occasional and reasonable personal use is permitted, provided that this does not interfere with the performance of work duties and responsibilities. Employees may use the City's Internet services for personal improvement, outside of scheduled hours of work, provided that such use is consistent with professional conduct, and is not for personal financial gain. Employees may send and receive e-mail attachments that do not exceed 10 MB in size. All attachments are scanned before they are opened by the City's chosen antivirus software.

3.03.02 Prohibited Use

Employees are prohibited from using the City's computer system in the following manner or to view, download, save, receive, or send material related to or including:

- Promoting discrimination on the basis of race, color, religion or creed, sex, pregnancy, national origin, citizenship, age, political affiliation, disability, veteran status, genetic information or other protected characteristics as required by all applicable federal and state laws, or local law, regulation, or ordinance;
- Composing, forwarding, or sending e-mail that contains sexually explicit images, messages or pictures, racial, religious or ethnic slurs, sexual or off-color jokes, or harassing, intimidating, abusive or offensive material to or about others;
- Threatening or violent behavior;
- Gambling or illegal activities;
- Messages of a religious or political nature;
- Intercepting, eavesdropping, recording, or altering another person's e-mail message;
- Forwarding e-mail chain letters;
- Adopting the identity of another person on any e-mail message, attempting to send e-mail anonymously, or allowing another person to use your electronic identity for e-mail, access to the Internet or access to the City's computer network;
- Accessing inappropriate Internet web sites such as ones that display pornography except in the normal course of the employee's job duties and assignments;
- Misrepresenting yourself or your affiliation with the City in an e-mail message;
- Using e-mail for any personal financial gain, commercial or promotional purposes, including personal messages offering to buy or sell goods and services;
- Spamming e-mail accounts from the City's e-mail system or City machines;
- Sending or knowingly receiving any software in violation of copyright laws.

The above list of examples should not be considered all-inclusive.

3.03.03 Responsibilities

Employees of the City are responsible for:

- Honoring acceptable use policies of networks accessed through the City's Internet and e-mail services;
- Abiding by existing federal, state, and local telecommunications and networking laws and regulations;
- Following copyright laws regarding protected commercial software or intellectual property;
- Minimizing unnecessary network traffic that may interfere with the ability of others to make effective use of the City's network resources;
- Not overloading networks with excessive data or wasting the City's other technical resources.

3.03.04 Violations

Violations will be reviewed on a case-by-case basis. If it is determined that an employee has violated one or more of the above use regulations, that employee will receive a reprimand from his/her supervisor and his/her future use will be closely monitored. If a gross violation has occurred, management will take immediate action. Such action may result in the employee losing Internet and/or e-mail privileges, severe reprimand, or termination of employment with the City.

3.04 Software/Hardware Policy

All City employees are expected to take reasonable precautions to protect against the unauthorized access or illegal use, disclosure, modification, duplication and/or destruction of any information or technology resource under their control.

Specifically, this includes, but is not limited to:

- Understanding and complying with the security rules of any technology systems used;
- Using available mechanisms and procedures to protect his/her own information and information under their control;
- Not providing or allowing inappropriate access to information, and not discussing it with others;
- Obtaining appropriate authorization for restricted information to which he/she needs access;
- Maintaining confidentiality of ID's and passwords;
- Applying the City's standard copyright notice, as appropriate, on certain documents, electronic files, reports, messages and spreadsheets that are created on behalf of the City.

All Company technology resources, including computers, software, computer files, and your use of the City's network are subject to review and monitoring, and your use of these is considered consent to this policy, and to management's right to review and monitor such usage.

Employees should not copy software loaded on any City computer and take it off the premises for personal gain. Likewise, employees should not bring in or download any unauthorized outside vendor software to be installed on the City's machines. Any unauthorized software brought in will be subject to confiscation and will not be returned. Employees found installing outside software will be subject to immediate disciplinary action, up to and including termination, even for first offense. The following software programs that are not authorized include, but are not limited to, Real Player, Pagoo, Jet-Audio, Napster, Atomica, iMesh, Surf, Spedia, Hot Text, Bonzi Buddy, Hot Bar, Gozilla, Limewire, Morpheus, Kazaa, Webshots, and Gator. The absence of, or lack of explicit reference to a specific software program does not limit the extent of the application of this policy. These applications compromise our security and anti-virus protection. In addition, no one is allowed to listen to Internet music, or view videos on the Internet unless it is business related. These programs use up too much of our available bandwidth and slow down legitimate network traffic.

Disabling installed security/monitoring software on City computers is prohibited. Software or computer files may not be taken out of the office for use by others, or removed or copied from any City computer or network onto a flash drive or other portable device unless authorized.

If employees suspect that their machine might have a virus or suffer any other computer malfunction, notify the Network Administrator immediately. Also, if an employee wants or needs new software, he or she should request approval from their supervisor.

City employees learning of any misuse of software or related documentation should notify his or her supervisor immediately. Any evidence of violation of this policy, security breach, or use of the City's hardware or software for an illegal purpose (including but not limited to unauthorized use of copyrighted materials or licensed software) may result in disciplinary action, up to and including termination.

3.05 Telephone Policy

Telephones (including both land-line and mobile), pagers, and voicemail, are intended for use by employees and officials of the City for the conducting of the City's official business. The occasional personal use of such technology, both during and after normal working hours, is acceptable so long as it does not interfere with the employee's job duties and is not used in such a manner as to incur any direct expense upon the City. Excessive personal calls during the workday are discouraged, regardless of the phone used, as they can interfere with productivity, be distracting to others, and can be a safety hazard. Long distance calls are to be limited to business purposes at all times.

3.05.01 Voice Mail

Voice mail message length should be kept to a minimum. City employees are expected to establish, maintain, and review their respective voice mail on a regular basis, including but not limited to, providing a professional greeting and/or notice of extended absence from accepting calls due to travel, vacation, etc.

3.05.02 Wireless Phones, PDA's, Smart Phones and Pagers

Where job or business needs demand immediate access to an employee or City official, the City may provide a wireless phone, PDA, smart phone and/or pager to the employee for work-related communications and such devices should be used primarily for business purposes. Each employee will be given the usage limit expectation. This usage will be monitored on a regular basis and excess usage will require justification. If an employee is determined to be abusing the City-provided devices, he/she will be asked to refrain from over usage and possibly to reimburse the City for the excessive use. If the abuse continues, the employee may lose their wireless device and/or be subject to disciplinary action.

There should be no expectation of privacy on the employee's part as to these wireless phones or devices, and the City reserves the right to inspect the calls, texts and messages sent and received using these phones or devices in order to confirm that they are being used for business purposes. Employees are also expected to protect any City-provided wireless phones or devices from loss, damage or theft.

Employees, while driving a vehicle on City business or as part of their job-related duties, are expected to refrain from using any wireless device (i.e., wireless phone, PDA, smart phone, pager, etc.) as much as possible. Safety must come before all other concerns, and the use of a hands free device or headset is strongly encouraged as a safety measure. Employees should use discretion in placing or accepting calls when driving. If practical, pull off to the side of the road and safely stop the vehicle before placing or accepting a call. When this is not possible, consider letting voicemail answer the call, and call back later.

Texting or e-mailing while driving on City business is extremely dangerous and is strictly prohibited. Employees should at all times follow applicable state and local laws with regards to wireless phone usage, texting, and e-

mailing while driving. If an employee is charged with a traffic violation resulting from the use of his/her wireless device while driving, he/she will be solely responsible for all liabilities that result from such actions.

3.05.03 Return of Wireless Devices

Upon resignation or termination of employment or at any time upon request, the employee may be asked to produce the City-provided wireless phone or devices for return or inspection. The City will maintain the telephone numbers for all wireless phones or devices provided.

Employees who violate this policy will be subject to disciplinary action, up to and including, termination of employment.

3.06 Social Media Policy

The City respects the rights of its employees to use blogs and other social media tools not only as a form of self-expression, but also as a means to further the City's business. It is important that all employees are aware of the implications of engaging in forms of social media and online conversations that reference the City and/or the employee's relationship with the City and its reputation in the community, and that employees recognize when the City might be held responsible for their behavior.

The best advice is to approach online worlds in the same way we do the physical one – by using sound judgment and common sense, by adhering to the City's values, and by following the City's Code of Conduct Policy and all other applicable policies. In general, what an employee does on their own time is their affair. However, activities in or outside of work that affect an employee's job performance, the performance of others, or the City's business interests are a proper focus for City policy.

The following activities are specifically prohibited per City policy. An employee may not record, film or take pictures while inside City facilities or outside on City property without prior approval from the PR Department. In addition, managers or supervisors may not use social media to provide references or recommendations or make comments regarding current or former employees.

3.06.01 Social Computing Guidelines

The following guidelines have been developed for social media participation, and apply to all City employees who participate in, create or contribute to blogs, wikis, social networks, virtual worlds, or any other kind of social media. It is essential that employees understand and follow these simple but important guidelines. Whether logging into Twitter, Yelp, Wikipedia, Linked In, Plaxo, U-Tube, YouTube, MySpace or Facebook pages, or comment on online media stories — these guidelines are for all employees. The absence of, or lack of explicit reference to a specific site does not limit the extent of the application of this policy. Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible. An employee should consult with his/her manager or supervisor if they are uncertain.

1. The employee should be transparent and state they work for the City. Honesty will be noted in the social media environment. If writing about the city, an employee should use his/her real name, identify they work for the City, and be clear about their role. If an employee has a vested interest in what they are discussing, be the first to say so. Also, write in the first person. The employee must make it clear that he/she is speaking for him/herself and not on behalf of the City. For example, use a disclaimer such as this: "The postings on this site are my own and don't necessarily represent the City or the City's positions, strategies or opinions."
2. An employee must never represent him/herself or the City in a false or misleading way. All statements must be true and not misleading; all claims must be substantiated.
3. Post meaningful, respectful comments. In other words, do not post online "disparaging, discriminatory or defamatory comments when discussing the City, an employee's superiors, co-workers, and/or other municipalities. Please, no spam and no remarks that are off-topic or offensive such as ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable

- in City workplaces. Show proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory—such as politics and religion.
4. Use common sense and common courtesy. For example, it's best to ask permission to publish or report on conversations that are meant to be private or internal to City. Make sure any effort to be transparent doesn't violate the City's privacy, confidentiality, and legal guidelines for external commercial speech. If unclear as to the propriety of a post, it is best to refrain and seek the advice of management.
 5. An employee should stick to his/her area of expertise and feel free to provide unique, individual perspectives on non-confidential activities of the City.
 6. When disagreeing with others' opinions, keep it appropriate and polite. If in a situation online that looks as if it's becoming antagonistic, do not get overly defensive and do not disengage from the conversation abruptly. An employee should feel free to ask his/her supervisor for advice and/or to disengage from the dialogue in a polite manner that reflects well on the City; if a mistake is made, be the first to correct it, and don't alter previous posts without indicating that this has been done.
 7. If writing about other cities, make sure to behave diplomatically, have the facts straight and the appropriate permissions.
 8. Never comment on anything related to legal matters, litigation, or any parties the City may be in litigation with.
 9. Never participate in social media when the topic being discussed may be considered a crisis situation. Even anonymous comments may be traced back to the employee or the City's IP address. Refer all social media activity around crisis topics to the City Administrator.
 10. An employee should be smart about protecting him/herself, their individual privacy, the City and any confidential information. An employee's online presence reflects upon the City. Be aware that actions captured via images, posts, or comments can reflect that of the City. What is published is widely accessible and will be around for a long time, so consider the content carefully. Google has a long memory.

Remember that there are always consequences to what an employee publishes. An employee publishing something that is related to the City's business, he/she should feel free to discuss it with their supervisor. Ultimately, however, the employee has sole responsibility for what is posted to his/her blog or published in any form of online social media.

Failure to follow this policy may result in disciplinary action, up to and including termination.

3.07 Use of City Owned Vehicles

Employees and officials of the City are prohibited from using city-owned vehicles for personal use except as provided herein. Certain employees may be authorized by the Board of Mayor and Alderman or the City Administrator to take a City vehicle home and are therefore authorized to commute to and from work in their assigned vehicle (i.e., Emergency service department heads due to being on call 24/7). In addition, certain de minimis (i.e negligible) personal use of a City vehicle that does not materially increase the number of miles a vehicle is driven is acceptable. Examples of de minimis personal use include stops for meals taken in the course of employment or, for employees with authorized take-home vehicle, stops on the way to and from home along the normal commuting route.

City-owned vehicles not being used for commuting purposes or after normal business will be secured on City property unless temporarily located elsewhere, such as for maintenance.

In accordance with Internal Revenue Service rules and regulations, personal use of a City-owned vehicle may, depending upon the type of vehicle and type of personal use, be subject to taxation. The City will follow applicable IRS guidelines in taxing personal use of a City-owned vehicle.

All employees and officials are expected to refrain from using any wireless device (phone, PDA, smart phone, pager, etc.) while operating a City vehicle. If "hands-free" equipment is provided, employees are expected to use such equipment when appropriate. See Telephone Policy for further information. Violation of this policy may result in disciplinary action up to and including termination of employment.

3.08 Use of City Time, Facilities, Resources or Position

No city official or employee may use or authorize the use of City time, facilities, supplies, inventory, materials, tools, machinery, equipment or other resources for private gain or advantage to himself/herself or any other private person or group; provided, however, that this prohibition will not apply when the Board of Mayor and Alderman has authorized the use of such resources of the City, and the City is paid at such rates as are normally and customarily charged by private sources for comparable services.

No City official or employee may make or attempt to make private purchases, for cash or otherwise, in the name of the City, nor use or attempt to use status as a City employee to secure unwarranted privileges or exemptions.

3.09 OSHA/Workplace Safety

It is the policy of the City to provide a safe and comfortable work environment for all City employees. The City has established workplace safety procedures and regulations that comply with regulatory requirements and are intended to increase safety consciousness among all employees. The City maintains constant vigilance of all safety programs, and where safety standards are found to be deficient, the City will take immediate action to correct the situation. The safety of all employees and the public is a high priority of the City.

While the City Administrator retains overall responsibility for oversight of the City's safety program, a Workplace Safety Committee under the direction of Human Resources, will have the responsibility to recommend implementation of plans and programs for approval by the City Administrator to meet compliance of State safety standards and laws. These plans and programs will be at least as effective as the Federal and State standards on the same issues and will include the following:

1. The OSHA Committee members and/or Human Resources will have the right to enter, at any reasonable time, any work area under the control of the City, and to inspect and investigate any such place of employment and all pertinent conditions, processes, machines, devices, equipment, and materials therein, and to question privately any supervisor or employee.
2. Human Resources or the OSHA Committee Chairman may require the attendance of employees and may interview employees and require the presentations of evidence, under oath, for the purpose of confirming or supplementing findings.
3. The City emphasizes the necessity for all employees to recognize and report safety and health problems, to avoid unsafe conditions, and to learn and practice acceptable safety techniques.
4. All employees will be informed of applicable procedures and standards set forth by the Tennessee Occupational Safety and Health Act.

3.10 Workplace Violence

It is the intent of the City to provide a workplace that is free from violence by establishing preventative measures, holding perpetrators of violence accountable and by providing assistance and support to victims. Committing a violent act, whether on-duty or off-duty, has the potential to impact an employee's ability to perform their job.

Workplace violence includes, but is not limited to, intimidation, bullying, stalking, threats, physical attack, domestic violence or property damage and includes acts of violence committed by City employees, Officials, visitors, the general public, vendors, relatives, acquaintances, or strangers, against City employees in the workplace.

This policy applies to all employees, and to the conduct of an employee while functioning in the course and scope of employment as well as off-duty violent conduct that has a potential adverse impact on a City employee's ability to perform their assigned duties and responsibilities.

It is a violation of this policy to engage in workplace violence as defined herein; to use, possess or threaten to use a weapon during a time covered by this policy (except in the case of a sworn police officer acting within the confines of his/her duty); and misuse authority vested to any City employee. When a threat has been reported or management determines that a potential for violence exists, management may require an employee to undergo an assessment to determine the risk of danger. An EAP can assist by facilitating referral to an appropriate resource for this assessment.

The City will make efforts to protect victims of workplace violence by offering available security measures and will make accommodations or adjustments to the victim's work schedule, location or working conditions to the extent possible and appropriate to enhance their safety. Management is expected to offer support to victims of workplace violence, which includes domestic violence. This support includes referral to the EAP, if available, and discretion to grant leave time for medical, court or counseling appointments related to trauma and/or victimization. Leave time options include vacation, sick or compensatory time or leave without pay.

A violation of this policy will be considered unacceptable personal conduct as provided in the Code of Conduct policy. Acts of violence in the workplace as defined herein, as well as acts of off-duty violent conduct may be grounds for disciplinary action, up to and including dismissal.

This policy prohibits retaliation against any employee who, in good faith, reports a violation of this policy. Every effort will be made to protect the safety and anonymity of anyone who comes forward with concerns about a threat or act of violence. Employees are required to report all acts of violence or threats of violence or retaliation to their immediate supervisor, department head, Human Resources, the City Administrator or other City Official with whom they feel most comfortable. All reports of violence or retaliation will be promptly investigated, and handled in a confidential manner to the extent possible, with information released only on a need-to-know basis. Management will be sensitive and responsive to the reporting employees' fear of reprisal.

3.11 Smoking Policy

Smoking in public buildings of the City is restricted in accordance with state law, and in order to provide a clean and healthy environment for all employees and visitors and to promote a positive impression of the City operations with the general public. It is the intent of this policy to address and be sensitive to the preferences of both smokers and nonsmokers.

This smoking policy applies to all employees, City officials, citizens, vendors, and visitors while inside any City controlled building or space including the Municipal Center, Service Center, Public Library, Safety Center East and all Fire Stations. This policy also applies to City vehicles. It does not apply to open-air facilities unless prohibited under other policies.

Smoking is permitted immediately outside City buildings, but is expressly prohibited in any enclosed area in a City building. Outdoor ash receptacles can be found at public entrances and outdoor smoking areas, and are to be used to properly extinguish and dispose of cigarettes or other tobacco products, rather than using the sidewalks or surrounding grounds, which is not permitted. Employees will be allowed an opportunity to smoke during lunch and during usual and customary permitted breaks provided to all employees.

Complaints of violation of this policy should be made to the appropriate department head or the City Administrator and all complaints will be kept confidential.

The success of this policy depends upon the thoughtfulness, consideration, and cooperation of both smokers and nonsmokers. All employees share the responsibility of adhering to and enforcing the policy. Employees who are found smoking inside enclosed areas will be considered in violation of this policy and subject to disciplinary action. Visitors or others who violate this policy will be advised by security or management personnel of the policy and requested to extinguish smoking materials or to move outside.

3.12 Dress Code

The City expects all employees to dress in a manner that is appropriate to the duties and responsibilities of their positions and conveys an image of self-pride, pride in the organization, and respect for other employees and the public. Non-uniformed administrative and office staff should wear business-casual clothing. On Fridays, casual attire is acceptable for such staff. Excepting apparel meeting prior approval of the City Administrator, "Casual attire" specifically does not include shorts; athletic wear, such as sweat shirts, sweat pants, jogging suits and sports jerseys; printed T-shirts, or sleeveless shirts; overly worn, torn or tattered clothing; and the like. Jeans are acceptable on Fridays only.

Non-uniformed administrative and office staff who are spending a significant portion of a particular day outside or engaged in manual labor indoors may wear more casual clothing on that day. Other non-uniformed employees who spend a greater part of each or nearly every day outside may wear more casual clothing on a regular basis, subject to the approval of the employee's department head.

3.13 Outside Employment

No regular, full-time officer or employee of the City may accept any outside employment without written authorization from the City Administrator. Subject to recommendation of the Department Head, the City Administrator will not grant such authorization if the work is likely to interfere with the satisfactory performance of the employee's duties, or is incompatible with City employment, or is likely to cast discredit upon or create embarrassment for the City.

3.14 Political Activity

All City employees are free to enjoy the same rights of other citizens of Tennessee to be a candidate for and to hold any federal, state, or local political office, except for any elected office of the City; and to participate in political activities by supporting or opposing political parties, political candidates, and petitions to governmental entities. However, employees of the City may not participate in any such political activities while on-duty for the City; and may not use City equipment or resources either on or off duty while participating in political activities.

Any willful violation or violations through negligence of this policy will be sufficient grounds for the discharge of any employee guilty of such violation.

3.15 Business Dealings

Except as noted below, no City officer or employee may be privately interested in or profit, directly or indirectly, from business dealings, with, of, or by the City.

Regular full-time, part-time, and temporary employees of the City may, subject to the approval of the City Administrator, contract to perform services for the City by meeting the following criteria: (1) the service performed must not be any service which the employee might provide in the normal scope of his/her regular

duties; (2) the employee is required to bid or submit a proposal in the same manner as any other prospective provider of service; and (3) the service performed must not present a conflict of interest nor a conflict of time with the employee's regular duties.

3.16 Acceptance of Gratuities

No City official or employee may accept any money or other consideration or favor from anyone other than the City for the performance of an act which the official or employee would be required or expected to perform in the regular course of employment; nor may any official or employee accept, directly or indirectly, any gift, gratuity, or favor of any kind which might reasonably be an attempt to influence the individual's actions with respect to City business.

3.17 Emergency Department Provisions

Due to the emergency and paramilitary nature of their work, the Fire and Police Departments may have supplemental rules and regulations that are more stringent than rules and regulations applied to employees of other departments. Those supplemental rules and regulations will not be inconsistent with the City's rules and regulations and are subject to review and approval by Human Resources and the City Administrator.

3.18 Employee Licenses and Certifications

All employees are responsible for maintaining current and valid licenses and certifications necessary to perform job duties. For example, any employee required to operate a City vehicle or equipment must possess the appropriate type of valid driver's license at all times. Any employee receiving a salary supplement for certification as an emergency medical technician is responsible for recertifying himself/herself on a timely basis. Any expiration or revocation of valid licenses or certifications, required for the job or for which a salary supplement is received, must be reported immediately to the employee's supervisor.

An employee's failure to immediately report expiration or revocation of a required certificate or license will be subject to disciplinary action in accordance with the City's Discipline Policy. The City will conduct periodic checks of required licenses and certification to ensure employees keep them valid and current.

3.19 Inclement Weather

Generally, inclement weather does not routinely warrant the closing of City facilities. Conditions caused by ordinary inclement weather require each employee to make a personal decision regarding the ability to travel safely to and from work. The City will allow non-emergency employees to make up the lost work time in the same work week (with department head approval) or utilize vacation leave, compensatory time or leave without pay (but not sick leave) if the employee believes it is not safe to travel to the workplace.

Non-emergency employees who make the effort to travel to their workplace and who report to that workplace within a reasonable period of time, under the circumstances, and who make up the lost work time in the same pay period (with department head approval) will not be required to use such leave for any such reasonable delay in arriving to the workplace.

In the event of extraordinary emergency conditions caused by extreme inclement weather which is dangerous or which causes treacherous travel conditions for employees and citizens, the City Administrator may choose not to open or to close City facilities early. In such a circumstance, with approval of their department head, non-emergency employees may choose to report to work and perform

their job-related duties and responsibilities and be paid for their time. Alternatively, they may choose not to report to work during this time.

3.20 Medical Fitness for Duty

Each employee of the City must be medically fit for regular and unrestricted duty to perform the essential duties and job functions as specified in the City's current job description for that employee's position. If an employee of the City is found, in the context of a medical evaluation, either routine or for cause, to be medically unfit for regular and unrestricted duty and unable to perform the essential duties of their current job, even with reasonable accommodation, then that employee will be placed on leave effective immediately. This leave may be considered as leave pursuant to the Federal Family and Medical Leave Act (FMLA), if and to the extent the employee is eligible for such leave and the medical condition qualifies as a serious health condition. An employee on such leave may not return to regular and unrestricted duty unless determined to be medically fit by a physician or other licensed health care professional of the City's choosing. The City will work with the employee and the health care professional to accommodate within reason the needs of the employee in order to avoid, if and as practicable, the need for the employee to be placed on leave in the first place. If not practicable, then the City will work with the employee and the health care professional to have the employee return to work as soon as possible. Temporary restricted duties as part of a graduated return-to-regular-duty plan if and as necessary may be allowed, but only at the discretion of the department head and the City Administrator.

If an employee's medical condition is determined by the City to be work-related, then the employee's leave will be handled as with any other work-related injury (see Workers' Compensation). If the medical condition is determined to be non-work-related, then the leave will be considered and treated as paid leave if the employee is full-time and has any accrued and unused vacation or sick leave and/or compensatory time. If an employee has exhausted all paid leave as well as all unpaid FMLA leave, he/she may petition for unpaid leave (see Leave of Absence Policy.)

If an employee has not returned to work for temporary restricted duty as part of a graduated return-to-regular duty plan or found to be medically fit to return to regular, unrestricted duty and all paid and unpaid FMLA leave have been exhausted, then employment with the City may be terminated, effective upon the exhaustion of the type of leave last remaining.

Nothing contained herein precludes an employee from applying for any other employment position with the City for which the employee is qualified and for which the City has a currently posted job vacancy.

3.21 Employee Identification Cards

Every City employee will be issued a photo identification card on their first day of employment. Uniformed employees of the Police and Fire Departments will not be required to have their identification card visible while in uniform, but must have the card in their possession while on duty. While not in uniform, these employees must have their identification card visible while at work or otherwise on City property, at the discretion of the department head.

4.00 Administrative Guidelines

4.01 Work Hours

The normal working hours for each employee of the City will be established by that employee's department head, subject to the approval of the City Administrator. Normal daytime working hours for administrative employees and office staff will match or closely approximate the normal and customary public office hours for their respective offices, subject to the approval of the City Administrator. Except for shift personnel of the Fire Department and Police Department, full-time employees of the City will be scheduled to work forty (40) hours per week. Shift personnel of the Fire Department will be scheduled to work seven 24-hour-on/48-hour-off shifts per three calendar weeks.

4.02 Employee Status

The City defines employee classifications in order for employees to understand their employment status and benefit eligibility. Employees are designated either Non-exempt or Exempt from federal and state wage and hour laws. Non-exempt employees are employees paid on an hourly basis and are entitled to overtime pay under specific provisions of federal and state laws. Exempt employees are employees paid on a salary basis and are excluded from specific provisions of federal and state wage and hour laws. Exempt employees typically are not eligible for overtime pay, but may be compensated on a straight time hourly basis, if approved by the City. Any questions concerning an employee's classification, should be directed to Human Resources.

In addition to the above categories, each employee will also belong to one of the following employment categories:

4.02.01 Introductory Employee

An employee who has not yet completed their introductory period (six (6) months from date of hire), in which they are required to demonstrate fitness for the position by actual performance. While all introductory employees receive all legally mandated benefits (such as Workers' Compensation and Social Security), they are ineligible for the City's benefit package. Upon satisfactory completion of the introductory period, employees will be transferred to regular full-time or part-time status, and eligible for benefits, as applicable.

4.02.02 Regular Full-Time Employee

An employee that is scheduled to work 37.5 or more hours per week is designated as a regular full-time employee.

4.02.03 Regular Part-time Employee

An employee that is regularly scheduled to work less than 37.5 hours per week is designated as a regular part-time employee. The City's benefit package is available to employees who regularly work a minimum of 37.5 hours. Regular part-time employees will be paid an hourly rate for all hours worked up to forty hours per week and will be paid time and one-half (1 ½) times their regular hourly rate for all hours worked over forty (40) hours per week. All regular part-time employees are eligible for market pay adjustments as specified for all employees, however, they do not receive City-provided benefits.

4.02.04 Temporary Employee

A temporary employee is any employee hired to work on a temporary basis (such as a seasonal employee or as a replacement for an employee on leave of absence), regardless of the number of hours worked per week. Temporary employees are not eligible for the City's benefit package but are eligible for legally mandated benefits (such as workers' compensation and social security). Those employees, who are leased to the City through temporary agencies, are not eligible for any benefits through the City. Temporary employees are eligible for market pay adjustments as specified for all employees. After six (6) months of employment, a

temporary employee's status will be re-evaluated and may be converted to regular employee status, reinstated as a temporary employee or dismissed. Temporary employees may be dismissed at any time without right of appeal as provided herein for regular employees.

4.03 Introductory Period

All new employees work on an introductory basis for the six (6) months after their date of hire. This introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance, and to determine whether the new position meets their expectations. The introductory period is also an integral part of the City's evaluation process and is used by management as an opportunity to evaluate the new employee's capabilities, work habits, and overall performance to determine whether he/she is suited to the new job. During this time the new employee will be provided with training and guidance to aid the employee in adjusting to their new position. The introductory employee may be dismissed at any time during this period if the supervisor concludes that the employee's performance or attendance fails to meet acceptable standards.

Salary adjustments may be made during the introductory period depending upon progress in performance or upon completion of training phases.

4.03.01 Evaluation and Completion of Introductory Period

The supervisor will evaluate the performance of the introductory employee, except newly sworn personnel of the Fire and Police departments, by no later than the end of the sixth month. Newly sworn personnel of the Police Department will be evaluated by their respective supervisor on a schedule determined by the department. Newly sworn personnel of the Fire Department will be evaluated by their respective supervisor by the end of the third, sixth, and twelfth months. Additional evaluations may be completed prior to these intervals, if necessary, to address performance problems.

The evaluations will be documented on a designated form. Upon completion of the introductory period, the department head will review the evaluations and recommend to Human Resources and to the City Administrator whether regular full or part-time status should be conferred, the introductory period extended for up to six (6) additional months, or the employee dismissed.

4.03.02 Dismissal of Introductory Employees

The at-will relationship is in effect at all times, meaning that there is no guaranteed employment with the City from an employee's date of hire, during or after the introductory period. Completion of the introductory period does not guarantee continued employment with the City for any specific time or duration and may be terminated at-will, with or without cause, and without prior notice by the City with no right to appeal as provided for regular employees who have satisfactorily completed their introductory period. Likewise, the introductory employee may end the employment relationship at-will, with or without cause or advance notice. This Handbook does not create a contract of employment between the City or its employees.

4.03.03 Transferred or Promoted Regular Employees

A current regular employee of the City will be placed in an introductory training status for up to six (6) months (up to twelve [12] months if to a sworn position in the Police Department or the Fire Department) from the time of a transfer or promotion to determine if the employee is qualified for the new position. If performance is not satisfactory in the new position, then the employee may again be transferred if a position for which the employee is qualified is available. The City will make every reasonable effort to provide continued employment for the employee. However, the City makes no guarantee that a position will be available for such employee. The introductory training status will not deprive the employee of any benefits that would have been received had the employee not been placed on training status (provided the employee successfully completed the initial introductory period from the first date of hire).

4.04 Rehired Employees

The City is pleased to consider applications for open positions from former employees who had satisfactory performance and attendance records and left their employment with the City in good standing. A former employee that was terminated for cause is not eligible for rehire. Former employees will be subject to the same hiring guidelines as new employees, regardless of their length of separation from the City.

With respect to benefits:

- Rehired employees will have to satisfy the same eligibility requirements as a new employee for the calculation of the service awards and vacation.
- However, if an employee returns within a one-year period and left his/her previous employment in good standing, they will be given credit for previous service with respect to service awards and vacation.
- If an employee returns within a five-year period, he/she will be given credit for previous service with respect to the City's Pension plan.

4.05 Reference Checks

We may receive requests for employment references and employment verification inquiries from outside organizations. Responses to such inquiries will be provided by Human Resources for all employees and will be limited to an employee's dates of employment and position(s) held. No other employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

As an employee, do not under any circumstances respond to requests for information regarding current or former employees. A request for a reference, should be forwarded to Human Resources for a response. Do not respond to requests for recommendations on social networking sites regarding current or former employees at any time.

The City may receive requests for employment references and verifications from other employers or organizations. Responses to such inquiries will confirm dates of employment, positions held and the last rate of pay. A former employee's request for additional information to be disclosed should be submitted in writing to the attention of the City Administrator.

4.06 Paydays and Direct Deposit

Our payroll week begins at 12:00 a.m. midnight Sunday and ends at 11:59 p.m. on Saturday. All employees are paid bi-weekly on a Friday. Each paycheck will include earnings for all the work performed to date. If a regularly scheduled payday falls on a holiday recognized by the City as a day off, payday will be the day before the holiday.

All newly hired employees of the City will be required to have their payroll checks deposited directly into a designated checking and/or savings account at the financial institution of their choice. Direct deposit pay stubs are distributed on paydays reflecting the hours, pay, and deductions for the particular pay period.

4.07 Deductions From Pay

4.07.01 Mandatory Deductions

The law requires deductions to cover federal, state, and local income taxes and Social Security/Medicare (FICA). These deductions are made automatically and will be itemized on the paycheck stub. The amount of the deductions may depend on the employee's earnings and on the information furnished on the employee's W-4 form regarding the number of dependents/exemptions claimed.

Any change in name, address, telephone number, marital status, or number of exemptions must be reported to Human Resources immediately to ensure proper credit for tax purposes. The W-2 form received each year indicates precisely how much of an employee's earnings were deducted for these purposes.

Any mandatory deductions to be made from an employee's paycheck may include court ordered deductions such as garnishments, child support payments, and tax liens, will be explained to the employee whenever the City is ordered to make such deductions.

4.07.02 Voluntary Deductions

The City offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs. Any questions concerning deductions and how they are calculated should be directed to Human Resources.

4.08 Errors in Pay and Improper Deductions

The City prohibits deductions from the pay of a salaried-exempt employee based on the quality or quantity of work performed or any other reason that is inconsistent with pay on a salary basis under federal wage and hour regulations. Subject to certain exceptions, a salaried-exempt employee must receive his or her full salary for any week in which he or she performs any work without regard to the number of days or hours worked. Exceptions to this general rule include the following:

- Deductions from pay when absent from work for one or more full days for personal reasons, other than sickness or disability.
- Deductions from pay for absences occasioned by sickness or disability so long as the City maintains a bona fide leave plan, policy or practice that provides compensation for loss of pay occasioned by such sickness or disability. Deductions for such full day absences may be made, for instance, before the employee has qualified under the plan or after the employee has exhausted his/her leave under the plan.
- Deductions from pay for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules (for example, violation of the City's Anti-Harassment Policy) or infractions of safety rules of major significance.
- Deductions from pay may also be made for weeks if an unpaid leave of absence is taken.

The City need not pay a salaried-exempt employee for any workweek in which he/she performs no work. The City will not make deductions from the pay of a salaried-exempt employee for absences occasioned by jury duty, attendance as a witness, or temporary military leave. The City can offset any amounts received by an employee as jury fees, witness fees, or military pay for a particular week against the salary due for that particular week.

The City is not required to pay the full salary of a salaried-exempt employee in the initial or terminal week of his/her employment if the employee works a partial week during such week. In addition, the City is not required to pay the full salary of a salaried-exempt employee for weeks in which an exempt employee takes unpaid leave under the Family Medical Leave Act.

Every effort is made by the City to avoid errors in an employee's paycheck. If an employee believes he/she has been subjected to an improper deduction from their paycheck, he/she should notify their direct supervisor and/or manager immediately of the alleged improper deduction. If an employee does not feel comfortable going to his/her supervisor, they may inform Human Resources. An investigation will be conducted to determine if the City has made an improper deduction from the employee's paycheck, and if one has been made, the employee will be promptly reimbursed for the improper deduction.

Retaliation against any employee who comes forward to make a good faith complaint about any payroll discrepancy or claim of improper salary deduction is strictly prohibited, and may result in disciplinary action up to and including termination.

4.09 Time Sheets

Federal and state laws require the City to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is the time actually spent on the job performing duties. All City employees are responsible for completing a time sheet and are encouraged to document their time daily to ensure more accurate time sheets.

Altering, falsifying, tampering with time sheets, or recording time on another employee's time sheet may result in disciplinary action, up to and including termination of employment.

All employees should submit their time sheets to their immediate supervisor for approval. He/she will review and verify the initial time recorded per pay period before it is submitted for payroll processing. If any corrections or modifications are made to the time sheet, both the employee and the supervisor will be made aware of the changes prior to final submittal. The supervisor will instruct the employee to make the appropriate changes or modifications to the time sheet if applicable.

4.10 Overtime and Compensatory Time; Emergency Callouts; Step-up Pay

Overtime is computed and paid according to current Federal Fair Labor Standards Act criteria and regulations. Overtime must be authorized by prior approval of the department head, other authorized department designee, or the City Administrator, except in the case of an emergency.

Non-exempt employees required to work overtime may be compensated with time off (compensatory time) or paid for such overtime. Except for shift personnel of the Fire Department, overtime, whether paid or exchanged for compensatory time, will be computed on the basis of one and one-half times the regular rate of pay for the hours worked in excess of forty (40) hours per week; eighty-six (86) hours per two weeks for sworn police officers. Overtime for shift personnel of the Fire Department, will be computed on the basis of one and one-half times the regular rate of pay for hours worked in excess of 216 hours per twenty-eight (28) day pay period.

The forty (40), eighty-six (86) or Two Hundred Sixteen (216) hours, as the case may be, must be actual hours worked. Time off for sick, holiday or vacation will not be considered hours worked for the purposes of calculating overtime. Non-exempt employees may accumulate up to a maximum of forty (40) hours of compensatory time. If an employee who has reached the maximum compensatory time accrual of forty (40) hours earns additional overtime before any of the accrued compensatory time can be used, said additional overtime will be paid in cash at the rate of time and one-half. All non-exempt employees called in for overtime will be guaranteed pay or compensatory time for a minimum of two (2) hours.

If a non-exempt employee is called back to work for an emergency after the normal work shift has ended and after the employee has left the work premises, then compensation for the extra hours worked will be at a rate of one and one-half times the regular rate of pay, including a reasonable length of time to travel to work. The department head will determine whether the work is of an emergency nature, and will determine whether the travel time is reasonable.

Regular full-time and regular part-time employees who are in executive, administrative, or professional positions as defined by the Fair Labor Standards Act are exempt from the overtime provisions of the Act. Therefore, the City is not legally required to compensate these employees, either through overtime pay or compensatory time, for extra hours worked.

During times an employee is asked to fill a position different from the one in which they are employed, the employee's compensation shall be temporarily adjusted to reflect the change in assignment. The adjustment shall be one half (50%) of the difference between the employee's assigned compensation level and the compensation level for which the employee has been temporarily reassigned. In the discretion of the City Administrator, the adjustment may be up to but not exceed three fourths (75%) of the difference between the employee's assigned compensation level and the compensation level for which the employee has been temporarily assigned. This temporary compensation change shall occur regardless of the length of time of the temporary reassignment.

4.11 Kelly Day and 28 Day Tour

The City's Fire Department uses the Kelly Day and 28 Day Tour of Duty system, as used by many fire departments all over America. The tour consists of nine (9) twenty-four (24) hour shifts for two (2) of the shifts and ten (10) shifts for the third. Thus, with the hourly calculations of physical time on the twenty-four (24) shifts, this translates into 216 hours in a tour of duty for two of the shifts and 240 hours for the third. With the 240 hours for the third shift a term "Kelly Day" is hereby instituted with 24 hours given off duty at a later time. This time is awarded by the City and is scheduled by upper management of the City's Fire Department.

The Fire Chief and Deputy Fire Chief reserve the sole right of rescheduling a Kelly Day for any employee to accommodate any type of scheduling, training, etc. For all shift personnel during a tour, the maximum threshold hours for the Federal Standards are 212 hours. It is the opinion of the City that four hours of overtime, to be paid at one and one half time the hourly rate of said employee, will be paid on the initial check after the Tour of Duty is complete, provided there are 216 hours of physical work for that tour. As for the additional 24 hours earned by the third shift, this time is awarded again with 24 hours of scheduled time off.

This 28 Day Tour of Duty is on a rotating basis using a 365 day standard calendar year. Thus, two (2) of the shifts will earn four (4) twenty-four (24) hour shifts off per year with the other shift earning five (5). This event will be on a constant rotation with no shift or personnel having bias in this event. If in the Tour of Duty an employee takes off accrued leave of any amount this will change the 4 hours of one and one-half times of the amount of pay to regular hourly pay. THE SCHEDULED KELLY DAY DOES NOT CHANGE THE RATE OF PAY OR HOURS EARNED. IT HAS ALREADY BEEN EARNED.

Any unpaid leave or suspension without pay will decrease the employee's hours of work and excludes the employee from earning overtime and/or the Kelly Day in the tour. All shift employees must have, in a 28 Day Tour of Duty, any combination of accrued leave and physical time at work to achieve 216 hours; an employee who is assigned to the shift that works the 10 shifts in the Tour of Duty accrued leave and physical time at work must achieve 240 hours total.

4.12 Access to Employee Records

Human Resources maintain a confidential personnel file on each employee. These files include such information as the employee's job application, resume, records of training, documentation of performance appraisals, salary increases, other employment-related documents, and proceedings of any and all hearings and appeals as they relate to personnel administration.

Personnel files are the property of the City, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the City, who have a legitimate reason to review information in a file, are allowed to do so. Employees who wish to review their own personnel file, should schedule an appointment with Human Resources.

4.13 Personnel Data Changes

It is important to keep personnel files up-to-date with regard to an employee's pay, deductions, benefits, and other matters. If an employee has a change in any of the following items, he/she should notify Human Resources as soon as possible:

- Legal name
- Home address or telephone number
- Person to call in case of emergency
- Number of dependents
- Marital status
- Change of beneficiary
- Driving record or status of driver's license, if required to drive while on City business
- Military or draft status
- Exemptions on W-4 tax form

4.14 Absenteeism and Tardiness

All employees are expected to maintain satisfactory attendance and report to work on time every day they are scheduled to work. Unscheduled absences, late arrivals, and early departures should be kept to a minimum as they are disruptive, and detract from the City's ability to meet its commitments.

Whenever an employee is unable to arrive at work on time, or in the case of an emergency or sudden illness or some other reason that would prevent an employee from reporting for scheduled work, the City requires that the employee call his/her immediate supervisor as soon as possible prior to the beginning of the employee's scheduled work shift or by 9:00 a.m. the morning of his/her scheduled shift, of the anticipated tardiness or absence. An employee who has a planned absence must request time off as far in advance as possible.

Employees are not permitted to leave work early without the permission of their supervisor.

If an employee anticipates that he/she will require more than three days off due to his/her own illness, he/she must communicate to their supervisor how many days he/she anticipates needing. The employee is responsible for requesting FMLA forms, to be completed after three consecutive days of absence. The City may designate an employee's absence as FMLA, if the employee is eligible for leave, and the absence is based on an FMLA qualifying reason, even if the employee did not specifically request FMLA. Absences or instances of lateness covered by an employee's use of approved FMLA leave are not considered grounds for disciplinary action. For detailed information about FMLA's requirements and procedures, refer to the Family and Medical Leave Act Policy in this handbook or contact Human Resources.

The City reserves the right, when the employee is out due to his/her own illness, to require a note from the employee's physician, which authorizes his/her return to work.

Failure to report to work on time, departing early and frequent absences without an acceptable reason, are cause for discipline and, and if continued, dismissal. Non-exempt employees are not paid for time lost due to unexcused absence or tardiness and are expected to make up the time lost during the week or to take the time off as vacation or compensatory time. Exempt employees must cover whole and half day absences that are not approved leave time, with vacation or compensatory time. Half day absences will not be deducted from a salaried exempt employee's paycheck, but will accrue until a full day's absence occurs, and then it will be deducted from their pay.

Any employee who fails to report to work without notice for three consecutive days will be considered to have voluntarily terminated employment, effective at 5:00 p.m. on the second day of unreported absence.

4.15 Rest and Meal Periods

All regular full-time and introductory employees are provided with one unpaid meal period each workday. Lunch periods vary among departments, depending on department needs or to accommodate operating requirements. If rest or meal periods are not directly assigned, employees should coordinate with their supervisor to always maintain adequate coverage.

Employees are expected to take the full-allotted time for their rest or meal period, and are requested not to eat at their desks or perform any work during this time. In the unlikely event of an emergency or unusual condition, a supervisor may ask an employee to change or postpone their rest or meal period in order to accommodate operating needs. In that event, the rest or meal period will be rescheduled, the employee will be paid for the time worked.

This policy does not apply to positions that by their nature provide sufficient opportunity to rest or take an appropriate break, including but not limited to salaried managers and those in supervisory positions.

The City will provide reasonable unpaid break time each day to an employee who needs to express breast milk for their infant child, as long as it does not unreasonably disrupt the operations of the City. The break time, if possible, will run concurrently with any break time already provided to the employee. The City will make reasonable efforts to provide, if possible, a room or other location in close proximity to the work area, other than a toilet stall, where the employee can express breast milk in privacy.

4.16 Performance Evaluation Program

We believe that conducting a performance appraisal is an essential element in an employee's personal growth and development in order to help integrate their career planning with the needs and goals of the City. An important part of the review process is a discussion with the employee's supervisor, which includes a written appraisal of the employee's performance. Performance appraisals provide both the employee and their supervisor the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

While this Handbook does not describe the process in detail, it does address that a performance evaluation will be conducted formally at least once each fiscal year for each regular full-time and part-time employee. Frequent informal discussions with an employee's supervisor are also encouraged to ensure that issues or problems are addressed as they occur as opposed to saving or delaying feedback for the annual review.

If, at any other time, an employee is concerned about his/her progress or any other matters of concern regarding their employment, these should be discussed immediately with the employee's supervisor. The City believes this is extremely important in order to make an employee's employment with the City a satisfying experience.

Employees are required to sign their evaluation forms to verify that the employee has had an opportunity to discuss the evaluation with the employee's supervisor. All evaluations become part of the City's official personnel file for that employee. Individual performance evaluations are subject to the Tennessee open records law. All merit-based pay raises are preceded by and based upon a completed performance evaluation.

4.17 Hiring Policy

It is the policy of the City to promote qualified employees to more responsible positions whenever possible. When a vacancy exists, the department head will submit a Personnel Requisition to Human Resources for approval by the City Administrator before the vacancy is advertised or posted internally. The recruitment and

selection of an applicant for employment will be based upon that individual's qualifications, competency and potential, and will not be influenced by race, color, religion or creed, sex, pregnancy, national origin, citizenship, age, political affiliation, disability, veteran status, genetic information or any other protected status under federal or state law. Individuals may be recruited from a wide geographic area to assure obtaining well-qualified applicants for various types of positions.

No hire or offer of employment will be made to any department head or equivalent position without the vacancy being internally and externally advertised for a minimum of ten (10) business days. No hire or offer of employment will be made to any other position without the vacancy being internally advertised for a minimum of ten (10) business days. Advertisement of any position must occur in a manner to reach the highest number of potentially qualified candidates as possible within reason. Advertisements of vacant positions may exceed these minimum requirements. Interim or acting appointments intended to be temporary in nature may be made without meeting these minimum requirements.

4.17.01 Examinations

All appointments may be subject to competitive examination which will fairly and impartially test those matters relative to the ability and fitness of the applicant to efficiently perform the duties of the positions to be filled. Human Resources will make reasonable accommodations in the examination process to disabled applicants requesting such accommodations.

After a conditional offer of employment and prior to the first day of employment with the City, all new hires will be required to undergo and pass a medical examination to determine physical fitness to perform the essential functions of the position they have been offered, and may, depending upon the position, include drug testing. Certain public safety positions may also require successful completion of a psychological exam and/or a polygraph/voice stress analysis, as required by law.

4.17.02 Residency Requirements

Due to the nature of the job and the possibility for emergency call-back, all sworn personnel of the Police and Fire Departments must reside within 60 miles of the city limits. Any newly sworn employee of the Police and Fire Department who does not reside within 60 miles of the city limits at the time of hire must, as a condition of employment, establish residency within 60 miles within six (6) months of date of hire.

4.17.03 Background Checks

The City will conduct appropriate background checks on all final candidates for employment. The scope and nature of this background check may vary based upon the type of position being filled. After a conditional offer of employment, candidates for certain positions may be required to undergo a background check completed by an independent company under contract with the City.

4.18 Nepotism

No immediate relative of an active employee will be promoted or transferred where he or she will supervise or be supervised by other members of his or her immediate family. This prohibition includes any level of supervision, either direct or indirect. Employees who marry or otherwise become immediate relatives while employed by the City may continue employment as long as there is no level of supervision between the immediate relatives. If a supervisory relationship exists between immediate relatives, one relative must immediately seek transfer to a vacant position. If within 180 days of the qualifying event, no vacant positions are available which the transferring employee is qualified to perform, the relatives will determine which employee shall resign their employment. If no decision is made by the involved employees, the City Administrator shall determine which employee will be discharged. For purposes of this policy, "immediate

relatives” shall include a spouse, parent, child, sibling, stepchild, stepparent, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law and/or brother-in-law.

This policy does not apply to “immediate relatives” who already are employed by the City as of the initial effective date of this policy. This waiver, however, may not be used as a basis for further exceptions subsequent to the effective date of this policy. The Board of Mayor and Aldermen may make exceptions to this policy in rare circumstances.

4.19 Job Postings, Transfers and Promotions

Human Resources is responsible for the public posting of all authorized positions, as they become vacant for the purpose of informing City employees.

The transfer or promotion of an employee within that employee’s department or from one department to another will be reviewed and coordinated by the affected department heads and Human Resources. Inter-department transfers or promotion are subject to the approval of the employee’s department head and the City Administrator. Transfers between departments will be made only after evaluating whether the transfer is in the best interest of the City and the employee and are subject to the approval of the City Administrator. Generally, employees are not eligible for promotions or transfer to another department during their introductory employment period.

4.20 Separation from Employment

4.20.01 Voluntary Resignation

Any employee may resign from City service by presenting a letter of resignation to the department head. A minimum two-week written notice is considered appropriate notice. The original resignation letter will be forwarded to Human Resources to be filed in the employee’s personnel file.

Any unauthorized absence from work by an employee for a period of three (3) consecutive working days may be considered by the department head as a voluntary and immediate resignation by that employee.

4.20.02 Retirement

The City’s policy conforms to federal regulations that prohibit mandatory retirement. Employees become vested for pension benefits after five (5) years of full-time employment and will be eligible for benefits upon retirement based on their age, number of years of employment, and the average of the member’s five (5) highest consecutive years of salary. Unused sick leave shall accrue and count toward creditable service in the same manner as allowed by the Tennessee Consolidated Retirement System and Tennessee Code Annotated 8-34-6 et. Seq. Employees shall be required to provide the City written notice of their intent to utilize such accrual towards creditable service no later than 90 days before such accrual is utilized. Complete details of the TCRS pension benefits are available from Human Resources.

4.20.03 Lay-off

Termination of employees due to a reduction in the workload or abolishment of positions in the classification plan will be avoided if at all possible. Lay-offs will be made within classes of positions, and all temporary employees in the affected class or classes will be laid off prior to the lay-off of any introductory or regular employees. The order of lay-offs of regular employees will be determined by the department head in consultation with Human Resources and as approved by the City Administrator. In cases where all other factors are equal, seniority will be used to determine the lay-off priority, with lay-offs being affected in reverse order of seniority. For the purpose of determining order of lay-off where seniority is a factor, total cumulative time will include time served on military leave.

4.20.04 Discharge

Under a variety of circumstances, an employee may be discharged without notice for offenses which include, but are not limited to, failure to perform adequately the duties and responsibilities of the job; flagrant neglect of work; insubordination; possession of or being under the influence of alcohol or illegal drugs while on City business or property; harassment, theft, violation of City policy or for any other action having an adverse impact on the work and the reputation of the City. This provision does not alter the employment at-will relationship and the City's right to terminate employment with or without cause or advance notice.

The City compensates persons leaving the City's employment for any reason, including retirement, for any balance of accrued vacation leave not taken. This compensation is based upon 100% of the employee's ending regular rate of pay. A final paycheck will be issued to any discharged or resigning employee on the next regular payday.

All Company property issued to an employee, such as equipment, laptop computer, wireless phone, keys, etc., must be turned in to the employee's manager prior to his/her final day of employment, or whenever it is requested by the manager or member of management. Any property not turned in prior to the employee's final separation may result in further action by the City to recover such items or may result in the deduction of the value of such property from the employee's final paycheck.

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) states that terminated employees and their covered dependents, if applicable, may continue group health coverage under the City's plan beyond the date it would normally be terminated. See COBRA under 'Required Programs and Policies' for further information.

It is the employee's responsibility to notify Human Resources of any change of address so the income tax form (W-2) and/or other important documents may be forwarded to them.

5.00 Employee Benefits

5.01 Holidays

All active full-time employees, both regular and introductory, will receive the following twelve (13) paid holidays:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Good Friday,
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

The holiday schedule does not apply to shift personnel of the Fire and Police departments because they are required to work when their scheduled shift falls on any City-observed holidays. Such employees will receive compensation as described below under holiday pay. Part-time and temporary employees are not eligible for holiday pay.

If a holiday falls over a vacation, holiday pay will apply instead of the vacation pay that otherwise would have been applied. If a recognized holiday falls on a Saturday or Sunday, eligible employees will observe the holiday either the Friday before or Monday after the holiday as designated by the City.

5.01.01 Holiday Pay

Except as described below for shift personnel of the Police and Fire Departments, employees whose normal work schedule includes working on a recognized holiday will be paid at their regular hourly rate for each hour worked on the holiday and provided another scheduled day off in lieu of the holiday or be paid at a rate of two and one-half times their normal wage rate for the hours worked on the holiday with the approval of the department head. Any non-exempt employee, other than shift personnel of the Fire and Police departments, who work on a holiday due to an emergency or for operating efficiency, will be compensated at one and one-half times their regular rate of pay for the actual hours worked that day, regardless of the number of hours worked that week, in addition to the regular holiday pay.

All shift personnel of the Police and Fire Departments, regardless of whether they actually work a regular shift which falls on a recognized holiday, will accrue one day of additional vacation leave in lieu of each City observed holiday, and will be paid at their regular hourly rate for any hours actually worked on that holiday.

In order to receive pay for an observed holiday, an employee must work on or have an excused and paid absence from the normal workday preceding and following the holiday. Absence due to illness may require a doctor’s statement. Holiday pay and/or holiday credit is not available to employees on unpaid leave of absence.

5.02 Vacation Leave

All active full-time employees of the City, both regular and introductory, shall accrue vacation leave monthly. Leave accrual begins the first month after the employee’s hire date in a full-time benefits eligible position, date of change from a temporary position to a full-time benefits eligible position, or date of change from part time to a full time benefit eligible position. Annual leave shall accrue, but not be taken during the employee’s first six (6) months of employment.

Vacation Leave will be computed on the number of standard work hours in a week. For vacation leave purposes, the term “workday” as it applies on this section shall be computed on an eight (8) hour basis for forty (40) hours per week employees, twelve (12) hours for Uniformed Police Personnel and twenty-four (24) hours for Uniformed Fire Personnel on a 28-day cycle.

5.02.01 40 Hour Employees

Regular full-time employees will earn two (2) weeks of vacation per year, accruing 6.667 hours of vacation leave for each month of service. This same rate of accrual of vacation leave will continue for years 2, 3, and 4 respectively. Upon completion of employee’s 4th year of employment until the completion of the employee’s 9th year of service, they will accrue 3 weeks of vacation (at a rate of 10 hours per month). This same rate of accrual of vacation leave will continue until the employee completes his or her 9th year of service. Upon completion of the employee’s 9th year of employment, he or she will begin to accrue four (4) weeks of leave (13.334 hours of vacation per month). This rate of accrual and entitlement shall continue for the duration of employee’s regular, full-time service to the City of Spring Hill.

“Forty (40) Hour Employee”

Leave Accrual Anniversary	Vacation time earned and accessible
0 – 4 th leave accrual anniversary	80 hours (Accrued at a rate of 6.667 hrs. per month)
5 th - 9 th leave accrual anniversary	120 hours (Accrued at a rate of 10 hrs. per month)
10 th + leave accrual anniversary	160 hours (Accrued at a rate of 13.334 hrs. per month)

5.02.02 Uniformed Police Personnel on 12 Hour Shifts

Regular full-time Police employees will earn eighty-six (86) hours of vacation leave per year, accruing 7.167 hours of vacation leave for each month of service. This same rate of accrual of vacation leave will continue for years 2, 3, and 4 respectively. Upon completion of employee’s 4th year of employment until the completion of the employee’s 9th year of service, they will accrue one hundred twenty-nine (129) per year, accruing at a rate of 10.75 hours per month. This same rate of accrual of vacation leave will continue until the employee completes his or her 9th year of service. Upon completion of the employee’s 9th year of employment, he or she will begin to accrue one hundred seventy-two (172) hours of leave (14.33 hours of vacation per month). This rate of accrual and entitlement shall continue for the duration of employee’s regular, full-time service to the City of Spring Hill.

Uniformed Police Personnel on 14 Day Cycle

Leave Accrual Anniversary	Vacation time earned and accessible
0 – 4 th leave accrual anniversary	86 hours (Accrued at a rate of 7.167 hours per month)
5 th - 9 th leave accrual anniversary	129 hours (Accrued at a rate of 10.75 hours per month)
10 th + leave accrual anniversary	172 hours (Accrued at a rate of hours 14.33 per month)

5.02.03 Uniformed Fire Personnel on 28 Day Cycle

Regular full-time employees will earn two (2) weeks of vacation per year, accruing 6.667 hours of vacation leave for each month of service. This same rate of accrual of vacation leave will continue for years 2, 3, and 4 respectively. Upon completion of employee’s 4th year of employment until the completion of the employee’s 9th year of service, they will accrue 3 weeks of vacation (at a rate of 10 hours per month). This same rate of accrual of vacation leave will continue until the employee completes his or her 9th year of service. Upon completion of the employee’s 9th year of employment, he or she will begin to accrue four (4) weeks of leave (13.334 hours of vacation per month). This rate of accrual and entitlement shall continue for the duration of employee’s regular, full-time service to the City of Spring Hill.

Uniformed Fire Personnel on 28 Day Cycle

Leave Accrual Anniversary	Vacation time earned and accessible
0 – 4 th leave accrual anniversary	80 hours (Accrued at a rate of 6.667 hrs. per month)
5 th - 9 th leave accrual anniversary	120 hours (Accrued at a rate of 10 hrs. per month)
10 th + leave accrual anniversary	160 hours (Accrued at a rate of 13.334 hrs. per month)

The rate of vacation leave accrual, earned, and accessed for City Department Heads may be varied by the City Administrator as part of an initial offer of employment. The total number of hours awarded, however, may not exceed the maximum allowable of 4 weeks for 40 hours, per week employees, or 240 hours for uniformed fire personnel on a 28-day cycle.

Employees should submit their requests for vacation leave to their department head at least two weeks prior to taking leave. Every effort will be made to grant the vacation time desired as long as operational requirements can be met despite the employee’s absence. For 40-hour employees, vacation leave must be taken at a minimum of ¼ hour (15 minute) increments. Uniformed Police and Fire Personnel on a 14 or 28-day cycle, must take vacation leave in 30-minute increments.

The maximum number of vacation hours which may be carried over each anniversary date is **160 hours**. The maximum carry-over for police personnel is **172 hours**. The maximum carry-over for fire personnel is **240 hours**. Employees will be paid for any unused vacation leave upon termination of employment.¹

5.03 Sick Leave

All active full-time employees, both regular and introductory, will accrue sick leave monthly at the rate of one (1) working day for each completed month of service. Shift personnel of the Fire Department will accrue twenty-four (24) hours of sick leave per month of service. There is no limit on the amount of sick leave that may be accrued and must be taken at a minimum of ¼ hour (15 minute) increments. During the first and last months of service or any months during which the employee was on an approved Leave of Absence, an employee must be in a paid status with the City for at least 80% of the month in order to accrue sick leave for that month. Employees may not borrow against future sick leave before it is earned and accrued. Sick leave taken that extends beyond earned sick leave credits will be charged to vacation leave or to leave without pay.

Sick leave may be used for the personal illness or treatment of illness of the employee or immediate family² member, non-occupational injury, or absence due to pregnancy, childbirth, or related medical conditions. A pro-rated amount of any accrued and unused sick leave may also be used to supplement any workers’ compensation benefits paid to the employee for the difference between what the employee would have earned, net of deductions, during the comparable portion of the injury leave and the actual amount of the workers’ compensation paid to the employee. Sick leave may not be used as personal time, or at any time while an employee is at work on a second job, regardless of health status.

In order to utilize sick leave, an employee must notify his/her immediate supervisor or the department head no later than two (2) hours before the beginning of the scheduled work shift for departments with twenty-four (24) hour service. Employees in other departments must notify their supervisor or their department head no later than fifteen (15) minutes before the beginning of the scheduled workday.

If the absence is for three (3) consecutive working days or longer, a written statement from a licensed physician may be required. Additionally, after the equivalent of five (5) days of sick leave have been taken in any twelve (12) month period, the department head may require a physician’s statement for the approved use of any sick leave during the next twelve (12) month period.

5.04 Bereavement Leave

Regardless of length of employment, regular and introductory full-time active employees will be allowed up to three (3) days’ leave in the event of the death of an immediate family member³.

Bereavement leave will not prevent employees from receiving the annual attendance bonus if one is budgeted and approved by the Board of Mayor and Aldermen.

For deaths of other relatives, one (1) day will be allowed. If additional time is justifiable as determined by the employee’s department head, it may be charged to sick or vacation leave at the discretion of the department head.

¹ Ordinance 22-25 – An Ordinance to amend the Spring Hill Employee Handbook regarding the accrual of Vacation Leave.
² Immediate family under the Sick Leave Policy includes the following: spouse, son/daughter, father/mother or others consistent with the intent of this policy and subject to the approval of the City Administrator. In addition, immediate family includes any other person residing within the employee’s household who is a legal dependent of the employee for income tax purposes.
³ Immediate family members under the Bereavement policy are as follows: spouse, son/daughter (in-law), father/mother (in-law), brother/sister (in-law), grandparents and grandchildren, aunts and uncles. In addition, immediate family includes any other person residing within the employee’s household who is a legal dependent of the employee for income tax purposes.

5.05 Leave of Absence

The City is aware that special problems of a personal nature often prompt employees to request a leave of absence. In general, leaves of absence are discouraged because the City cannot guarantee to hold the employee's job open while he/she is gone. All regular employees who have completed the introductory period are eligible for a leave of absence. The following practices will apply to leaves of absence:

1. A leave of absence will not be granted to introductory, temporary, seasonal or part-time employees.
2. Absences up to two (2) work weeks will not be considered a leave of absence but rather an "excused absence" without pay.
3. A request for a leave of absence must be in writing and given to the employee's supervisor.
4. Each request for a leave of absence must be evaluated in advance by the employee's department head, Human Resources, and the City Administrator. The City will grant or deny the petition based on the factors of the individual case.
5. A leave of absence will not exceed six (6) months. Failure to report back to work at the expiration of any leave of absence, without approval, will be considered a voluntary termination of employment. If this occurs, the date of termination will be considered the last day worked before the leave commenced. A leave of absence may be extended upon written request if circumstances justify and merit approval by the respective department head, Human Resources, and the City Administrator.
6. After returning from a leave of absence, the City will make every effort to return an employee to their same job. However, the nature of the position may necessitate hiring someone else to fill the position. Therefore, the City cannot guarantee re-employment after a leave of absence. The City will ask the employee to return to work prior to filling the employee's former position.
7. During an unpaid leave of absence, employees will not receive credit for or accrue any paid holidays, vacation leave or sick leave.
8. After a four-week unpaid leave of absence, all group insurance benefits will end, but may be continued under COBRA, with the employee assuming the full cost of all benefits (except in the case of an approved Family and Medical Leave of Absence – see policy for further details). Any questions pertaining to insurance coverage during a leave should be discussed with Human Resources prior to going on a leave of absence.

5.06 Vacation Leave Donations

Full-time employees are eligible to receive voluntary donations of vacation leave from other employees within the limits and under the provisions provided in this section. To be eligible, an employee must be unable to work due to a non-work related, serious personal health condition which is expected to cause the employee to be absent from work for at least 40 hours more than the employee has accumulated in paid leave time (e.g. vacation, sick, and compensatory time). Medical certification will be required.

The receiving employee must exhaust all available sick, vacation, and compensatory time before donated vacation leave may be credited. Donated vacation leave will be paid at 100% of the receiving employee's current hourly pay rate regardless of the hourly pay rate of the donating employee.

Employees qualifying to receive donated vacation leave may receive only that amount of donated leave which, when combined with the employee's paid leave time available at the start of the absence, totals 480 hours. Once all available paid leave and any donated vacation leave up the maximum allowed, has been exhausted, the employee will be placed on leave without pay status.

Employees donating vacation leave must complete a donation authorization form. There is no mandatory minimum balance for vacation time.

If multiple employees volunteer to donate vacation leave to the same employee and the employee does not ultimately use all of the donated leave, the leave used will be deducted proportionately from the vacation leave balances of those who volunteered based upon each donating employee's share of the total leave donated. Any unused donated leave will be returned to the donating employees.

5.07 Employee Benefit Programs

The City offers benefits to help protect and provide security for employees and their family, based on options selected. All employees classified as regular full-time, who are scheduled to work over thirty-seven and one-half (37.5) hours per week, as well as the Board of Mayor and Aldermen known as "Officers," are eligible for the benefit programs described below following a 60 day waiting period.

Temporary and seasonal employees will receive all legally mandated benefits (such as Workers' Compensation and Social Security), but are ineligible for the City's benefit package.

The City will periodically review the benefit programs, and make modifications as appropriate based on costs and the City's fiscal condition. The City reserves the right to unilaterally add, change or delete the benefits or change the cost-sharing arrangement as set forth in this Handbook at any time for any reason at its discretion.

In the event of an employee's termination of employment with the City or loss of eligibility to remain covered under the City's group health insurance program, the employee and their eligible dependents may have the right to continued coverage under the health insurance program for a limited period of time at their own expense. (See COBRA.)

5.07.01 Group Health and Dental Insurance Programs

Medical and dental benefits are available to employees classified as full-time, who are scheduled to work thirty-seven and one-half (37.5) or more hours per week, as well as the Board of Mayor and Alderman known as "Officers." The City pays the total premium cost for health insurance for employee only or family coverage. Employees will pay a spousal surcharge in an amount set by the Board of Mayor and Alderman, for spouses who have access to other insurance coverage through their employer. The premium cost for dental coverage for employee only coverage is fully paid by the City. If an employee elects family coverage, he/she will pay the difference between the employee only coverage and family coverage using pre-tax dollars. Employees¹ who have access to other coverage and waive city health insurance coverage, will be given an annual incentive payment of an amount set by the Board of Mayor and Aldermen².

Those covered individuals on an unpaid leave of absence in excess of four (4) weeks (except in the case of an approved FMLA leave) may continue coverage under COBRA, with the employee assuming the full cost of all benefits.

Active employees and officials who continue working past age 65 have the option of continuing coverage or withdrawing from coverage under the group plan and choosing coverage under the federal Medicare system, assuming all other Medicare eligibility conditions have been met. An active employee or official who chooses coverage under Medicare will be eligible for Medicare supplement reimbursement benefits under the same terms and conditions as provided for eligible retirees over age 65. Medicare supplement reimbursement benefits will cease upon retirement unless the employee or official qualifies for continued benefits as provided under the Retiree Health Insurance Program.

¹ Resolution 18-18 authorizes an annual incentive amount of \$2,400 for employees who opt-out of employee health insurance coverage with the city if they have access to other health insurance plans, in accordance with Ordinance 18-07.

² Resolution 18-17 authorizes a spousal surcharge in the amount of \$200.00 monthly, for spouses who have access to other health insurance coverage in accordance with Ordinance 18-06.

The surviving spouse and children of a first responder killed in the line of duty shall remain eligible to participate in the City's Group Health and Dental Insurance program for two years as described in Tennessee Code Annotated § 8-27-404.

Specific details on coverage and benefits are outlined in the Summary Plan Descriptions for the medical and dental plans, which are provided to employees during the benefit enrollment process. Please contact Human Resources for eligibility and enrollment information.

5.07.02 Group Life Insurance Program

Life insurance benefits are provided to eligible employees classified as full-time, who are scheduled to work thirty-seven and one-half (37.5) or more hours per week, as well as the Board of Mayor and Alderman known as "Officers" the first of the month following 60 days of employment. This insurance is payable in the event of an employee's death and is fully paid by the City. Payment will be made to the beneficiary, as designated by the employee. An employee may change their beneficiary whenever they wish by submitting the appropriate documents to Human Resources.

Until an employee reaches the age of sixty-five (65), the amount of life insurance coverage provided will be \$25,000 for each covered participant. After age sixty-five (65), the amount of life insurance for a covered participant may be reduced from time to time in accordance with the current insurance policy and in compliance with the federal Age Discrimination Act.

To the extent allowed under the City's group life insurance policy in effect at the time of disability, employees who become totally disabled as defined by the policy may be eligible for a waiver of premium benefit which will allow their life insurance to remain in effect after the employee is no longer in a paid status with the City. The specific terms, conditions, and availability of this waiver of premium benefit will be governed by the terms of the policy.

Refer to the literature provided by the insurance company for details on the life insurance coverage.

5.07.03 Supplemental Insurance

Several different types of supplemental insurance programs are available for purchase by employees through payroll deduction. These programs presently include, but are not limited to, accident insurance, cancer insurance, hospitalization insurance, long-term care insurance, and life insurance. See Human Resources for eligibility and enrollment information.

5.07.04 Pension Plan

The City participates in the Tennessee Consolidated Retirement System (TCRS). The plan is contributory, meaning employees make a 5% direct contribution to the plan. The City makes contributions to the TCRS on the employee's behalf. Employees become vested after five (5) years of full-time employment and will be eligible for benefits upon retirement based on their age, number of years of employment, and the average of the employee's five (5) highest consecutive years of salary. Unused sick leave shall accrue and count towards creditable service in the same manner as allowed by the Tennessee Consolidated Retirement System and Tennessee Code Annotated 8-34-6 et. Seq. Employees shall be required to provide the City written notice of their intent to utilize such accrual towards creditable service no later than 90 days before such accrual is utilized. Complete details of the TCRS pension benefits are available from Human Resources.

5.07.05 Disability Retirement Benefits under TCRS

In the event that an employee becomes totally and permanently disabled and is unable to work, the employee may be eligible for disability benefits from the Tennessee Consolidated Retirement System (TCRS). In order to be approved for disability benefits by the TCRS Board of Trustees, certain requirements must be met:

1. Minimum of five (5) years of creditable service with the retirement system;
2. Be ineligible for a service retirement benefit; and
3. Be unable to engage in gainful employment due to a medically determined total physical or mental disability.

Disability retirement benefits for employees who become disabled while in service will be paid in accordance with the TCRS provisions in place at that time.

An employee who meets the criteria above and whose disability is the result of an accident or physical violence occurring while in the performance of duty, without negligence on the employee's part, may be retired on an accidental disability retirement allowance. There is no minimum service requirement for this benefit; however, the accident must have been job-related. Accidental disability benefits will be paid in accordance with TCRS provisions in place at that time.

Employees who meet the requirements for disability retirement benefits are urged to contact Human Resources for assistance in filing for benefits.

5.08 Educational Leave

An employee may be granted educational leave, with pay, to attend special educational programs that are job-related. Requests for educational leave must be in writing and approved by the department head and the City Administrator.

5.09 Education Tuition Assistance and Reimbursement Program

Employees who wish to enhance their professional growth by attending an accredited college or institute of higher education will be allowed to participate in the City Tuition Reimbursement Program provided certain criteria is met.

- The employee must meet with their immediate supervisor and Department Head prior to enrolling in any courses that they will be requesting reimbursement for.
- The employee must identify the college courses (or syllabus) they wish to attend and explain how this relates to their current position or a position they feel they would benefit the city in the future. (If the employee cannot meet the physical requirements in a new department the course should not be considered reimbursable. Also, if the course relates to a different field of work the employee must meet with the head of the department, they are interested in entering. That Department Head would also have to give a positive or negative recommendation on the field of study.
- All courses must relate to the individual's current position or assist in developing qualifications for advancement. If the course is for advancement in another area of the city, then consideration must be given regarding the availability of the employee to work in that area or field of study.
- The courses must be approved in advance by The Department Head and City Administrator. It must be verified with the Finance Director that the amount of the reimbursement in the budget.
- The policy is applicable to full-time staff members who are in good standing and have been employed by the City for at least 18 months before the class begins.
- The employee must sign an agreement to work 48 months for any tuition reimbursed by the city. The work obligation commences upon payment and the employee is obligated to repay paid tuition on a pro-rated amount if they leave work prior to the end of the work obligation. • Courses must not interfere with an employee's work schedule or ability to complete their job responsibilities. Employee shall not use City time to complete course work.

- Employees are prohibited from receiving double-funding for education, (i.e., academic scholarships, veterans' benefits, etc.).
- When the employee completes such courses, he/she will provide an official transcript or report card and an itemization of the reimbursable expenses, with receipts, to the Department Head and the Finance Department for review and approval. Reimbursement requests must be submitted within one month of passing the course.

Up to 100% of the tuition will be refunded on college courses or other approved courses of instruction when the course is satisfactorily completed with a grade of (A) 90% of the tuition will be refunded on college courses or other approved courses of instruction when the course is satisfactorily completed with a grade of (B) 80% of the tuition will be refunded on college courses or other approved courses of instruction when the course is satisfactorily completed with a grade of (C) No tuition will be refunded when the course is completed with a grade of (D) or (F). The City will prepay 50% of the tuition up front with the remainder paid upon receipt of the grades. Should the employee fail to make a C in a class, repayment arrangements will be completed before additional assistance is available. An Employee is eligible to receive up to \$5,000.00 annually (if budgeted and the employee received prior approval) for reimbursement. The reimbursement is subject to IRS rulings at the time of the reimbursement.

Employees are responsible for obtaining prior approval to allow the Department Head, Finance Director and City Administrator to review and approve the course prior to the yearly budget process. Department Heads are responsible for budgeting for the approved tuition reimbursement for individuals within their department. Tuition reimbursement is not guaranteed to any employee and should not be approved by the Department Head if the funds are not available and allocated within the department budget. Requests for tuition reimbursement may be granted on a first come, first served basis. Requests for tuition reimbursement may be denied if not job related or if funds are not available or if employee is not in good standing.

An individual employee may not receive more than a maximum of \$5,000.00 annually for tuition reimbursement. This does not include the cost for Employer initiated courses or certifications that are work related.

5.10 Credit Union

City employees have the opportunity to be affiliated with the Family Advantage Credit Union if they so desire, but it is not required.

5.11 Service Awards

The City values and recognizes continued loyalty and service to the City. In appreciation for regular full-time employees' years of service, the city will provide an appropriate gift to those employees who have met their five-, ten-, fifteen-, twenty-, and twenty-five-year anniversaries.

5.12 City-Supplied Equipment and Uniforms

The City provides or pays a portion of the cost of the necessary equipment and uniforms for field employees to carry out their day-to-day work. In addition, the City provides laundering service for City issued uniforms provided to certain employees of the Public Works, Water & Sewer, and Parks & Recreation Departments.

If an employee loses or damages the equipment or uniforms, other than in the line of duty, or if they are not returned in good condition at the time of termination, the City may require the employee to pay for replacement items.

5.13 Recreational Benefits

Regular full-time employees of the City are eligible for individual memberships to Williamson County Recreation Center **at no cost to the employee**. Family memberships are available on a reduced-fee basis. Eligibility for this benefit begins on the date of hire. Employees joining Williamson County Recreation Center are subject to all Williamson County Recreation Center policies and organizational rules.

5.14 Adoption Reimbursement Benefit Program

All active, full-time Employees with a minimum of 18 months of employment and in good standing with the City of Spring Hill are eligible for adoption reimbursement benefits. If an employee and his/her spouse both work at the City of Spring Hill, only one employee can utilize the financial benefit. The employee must be actively employed at the time any financial reimbursement is made.

Adopted children, to be considered for this benefit, must be under the age of eighteen (18). They may be a relative of the employee but not a stepchild (because when grandparents aunts and uncles adopt, it is usually the result of an emergency; while stepchildren are generally still in the care of a biological parent.)

Eligible adoption-related expenses will be reimbursed at a maximum of \$8,000 per adopted child. Most expenses directly related to the adoption are reimbursable. These include:

- Applicable fees
- Home studies
- Agency and placement fees
- Legal and court costs
- Immigration, immunization and translation fees
- Parent, child and family adoption counseling
- Transportation, meals and lodging

Upon filing of an initial adoption application, obtain a "Adoption Financial Reimbursement Form" from the Human Resources Department. Itemized receipts for expenses must accompany the form. Employees should refer to the Internal Revenue Service instructions entitle *Qualified Adoption Expenses* regarding taxation of financial benefits, tax credits and tax exclusions.

Reimbursements will be made either as expenses are incurred or after the adoption is finalized with a copy of the adoption decree.

Other Eligibility Requirements:

- 1) Eligible reimbursement claims must be submitted to the Director of Human Resources within 120 calendar days of the date the expense is incurred in the case of a preadoption expense, or within 120 calendar days after the adoption is finalized in the case of a post adoption expense. In no case will a claim be eligible for reimbursement if submitted greater than 120 days after the adoption is finalized.
- 2) A reimbursement claim will be an eligible claim if the adopted child is younger than 18 years old at the time the adoption was finalized or in the case a preadoption reimbursement claim, younger than 18 years old at the time of claim submission.
- 3) For a post adoption claim, the Employee is responsible for submitting a copy of the court order or other document evidencing the finalized adoption.
- 4) Maximum reimbursement is \$8,000 per adopted child.

6.00 Operating Procedures

6.01 Travel Policy

This guideline provides procedures and policies concerning travel for City employees. The City Administrator has been assigned specific responsibility to approve in advance all overnight travel requests and to ensure that all department directors adhere to these guidelines. General responsibility for these guidelines is assigned to all traveling employees.

The City will reimburse authorized travelers for travel expenses on official City business and for employee training/professional development. Travel authorization will be made subject to the following criteria in order of priority and the availability of budgeted funds:

1. For official City business, eligible expenses will be paid in *full* upon department head recommendation.
2. For an employee required by law or certification requirements to attend in-service training programs, eligible expenses will be paid in full upon department head recommendation.
3. For an employee who has a career development/educational training plan which is agreed to by the department head and Human Resources, or is expected to attend a professional association meeting due to an official capacity with the group, eligible expenses will be paid in *full*.
4. For an employee who has substantial departmental responsibility (i.e., department head, senior professional staff, or equivalent) and desires to attend a regional or national professional association meeting, eligible expenses will be paid in full for attendance to one such meeting per year.

6.01.01 Air Travel

The City will pay for economy class air transportation when it is determined to be the most convenient and economical mode of travel based on the distance involved, as well as the travel time away from City duties. Unless circumstances prevent advance registrations, employees should make airline reservations at least 21 days in advance of their expected travel date in order to achieve the maximum available discount. Copies of the airline ticket receipt and boarding passes must be attached to the travel expense report.

6.01.02 Private Vehicle

On occasion, it may be necessary for an employee to use a private vehicle for business purposes, but this practice is discouraged except in those cases when a City owned vehicle is unavailable. In such instances, the City will reimburse the employee for mileage traveled at the prevailing IRS mileage rate allowed from origin to destination of business and return, plus necessary and appropriate mileage at the destination of business.

Travel between office and home is not a reimbursable business expense. If required to travel from the office to another location, such travel is a proper business expense. If the traveler does not report to the office, but goes directly to another location, the mileage in excess of what would normally be traveled between home and the office will be reimbursed.

Expenses associated with using private vehicles for business travel, such as parking, tolls and other expenses, must be documented with receipts for reimbursement. Employees will not be reimbursed for any fines or traffic violations, parking tickets, and costs incurred because of accidents, including the cost of repairs or breakdowns on the road. In no event will reimbursement for use of a private vehicle, meals, and lodging while in transit to and from destination exceed the cost of economy class airfare. **City Owned Vehicles**

Arrangements for using City owned vehicles must be made in advance through the appropriate department head to avoid scheduling conflicts. The traveling employee should also request the use of a City gasoline credit card. If a City gas card is unavailable, actual receipts must be submitted for reimbursement showing fuel, lubricants, and other services required.

6.01.03 Rental Cars

The cost of a rental car may be assumed by the City when justified due to unavailability of timely and direct public transportation or urgencies due to time schedules. Reimbursement will be based upon the customary and usual rates for a mid-size or smaller car in the locality. Receipts for the cost of a rental car must accompany the request for reimbursement.

6.01.04 Lodging

Reimbursement for lodging will be based upon the customary and usual hotel rates for government employees in the locality and the availability of accommodations. It is preferred that employees request an economical room and always ask for the government rate unless a "corporate rate" is cheaper. Employees attending a conference or meeting should strive to stay at the designated hotels to take advantage of the negotiated "convention rates" at the particular facility.

6.01.05 Meals

The per diem reimbursement for meals and tips shall be consistent with State of Tennessee approved per diem rates. Actual meal receipts are not required unless the meal cost exceeds the approved per diem. When meals are unavoidably in excess of these amounts, receipts and justifications will be required to support the greater payments. It is expected that the cost will be reduced by an appropriate amount for any complimentary meals served on airplanes or meals included in registration fees.

6.01.06 Telephone Calls and Facsimiles

The actual cost of telephone calls, facsimiles and/or telegrams necessary for official business and the cost of one (1) daily phone call, of reasonable length, to the immediate family during travel status will be paid by the City.

6.01.07 Registration Fees for Meeting and Conferences

Whenever possible, all registrations should be paid for directly by the City through invoices from the seminar organization or others. Receipts for the registration must be attached to the travel expense report along with other expense receipts.

6.01.08 Entertainment Expenses

Approval for an expenditure of this kind must be received from the City Administrator in advance of travel.

6.01.09 General Information

1. An individual combining travel on official city business and travel for personal reasons will be reimbursed only for the City's appropriate part of the cost incurred, and must be approved by the City Administrator in advance of travel.
2. Before traveling, a "Request for Travel" form must be completed by the employee, approved by the department head and submitted to the Finance department for determination of compliance with the budget. Two (2) copies of the request should be submitted at least two weeks in advance of travel. Emergency travel for official City business may be submitted and approved on shorter notice.
3. The Request for Travel form, including any request for advance travel funds, must be approved by the City Administrator for all overnight travel. The Finance Director may authorize travel to day meetings. Whenever possible, the timing of travel advance and reimbursement requests should be submitted early enough to permit the issuance of checks on the 10th, 20th, or last day of the month.
4. The City will reimburse the employee for eligible travel expenses incurred in excess of the initial advance of travel funds upon receipt of the completed "Travel Expense Report" supported by paid

receipts for transportation, lodging, registration fees, local transportation fares, and other charges for which receipts are normally given. The Travel Expense Report must be completed by the employee and returned to the Finance Department along with any remaining advance travel funds owed to the City within one week after return from travel. Any reimbursement checks due the employee will be issued on the 10th, 20th, or last day of the month.

5. For the City to take advantage of its sales tax-exempt status, a direct payment must be made from the city to the vendor of travel or lodging services. Therefore, prepayment, by City check, of these expenses should be made whenever possible.
6. Employees should provide an address and phone number with their department head where they can be contacted during travel if the need arises.
7. Because of limited funds, only those travel requests, which, in the judgment of the City Administrator, meet the criteria identified in the policy section, will be funded as indicated.

6.02 Classification Plan

In accordance with the Personnel Ordinance, the classification plan provides a complete inventory of all positions in the City's service and an accurate description and specification for each class of employment. The plan standardizes titles, each of which is indicative of a definite range of duties and responsibilities and has the same meaning throughout the classified service. The classification plan is used:

1. As a guide in recruiting and examining candidates for employment;
2. In determining lines of promotion, and developing employee training programs;
3. In determining salaries to be paid for various types of work;
4. In determining personal service items in departmental budgets; and
5. In providing uniform job terminology understandable by all City officials and employees and by the general public.

Human Resources, under the direction of the Finance Director and City Administrator, is responsible for administering the City's compensation plan.

6.03 Compensation Plan

The City provides, according to its financial ability, a fair and equitable compensation program for all employees, which at the same time recognizes the need to be accountable for the use of public funds. The City's compensation plan is based upon prevailing wage rates, economic conditions, and labor market influences. The compensation program is designed to attract and retain the best qualified talent possible, and to motivate and reward individual performance.

Human Resources, under the direction of the Finance Director and City Administrator, will administer the City's compensation plan. The BOMA is responsible for the approval of the compensation plan under which all covered employees are paid. The compensation plan may be amended from time to time, as circumstances require in accordance with the BOMA and as set out in the Personnel Ordinance.

ORDINANCE 23-16

AN ORDINANCE TO AMEND ORDINANCE NO. 18-21, THE SAME BEING THE ZONING ORDINANCE AND OFFICIAL ZONING MAP OF THE CITY OF SPRING HILL, BY REZONING APPROXIMATELY 9.6 ACRES KNOWN AS 2705 BUCKNER ROAD WILLIAMSON PARCEL 154 06501.00011154 FROM AG To R2 (Agriculture to Residential R-2)

RZN 1449-2023 2705 BUCKNER ROAD

WHEREAS, the City of Spring Hill Ordinance No. 18-21, the same being the official Zoning Map of Spring Hill is hereby amended by the rezoning of 9.6 acres of property described herein, and known as, 2705 Buckner Road and can be further identified as parcel 154 06501 00011154 from AG agriculture zoning to R2 residential zoning; and;

WHEREAS, said portion of property to be rezoned from AG to R-2, is located within the corporate limits of the City of Spring Hill; and

WHEREAS, the request has been found to meet the Approval Standards of Section 13.5.E.4.e of the Unified Development Code and included the following attached Exhibits:

1. EXHIBITS:

- a. EXHIBIT A – Letter of Request
- b. EXHIBIT B – Proximity Map
- c. EXHIBIT C – Zoning Map
- d. EXHIBIT D – Water Sewer Capacity Memo
- e. EXHIBIT E – Planning Commission Staff Report
- f. EXHIBIT F – PC Resolution

WHEREAS, the Spring Hill Municipal Planning Commission forwarded the request to the Board of Mayor and Aldermen on September 11, 2023 to be recommended for approval in accordance with Exhibit F as provided; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SPRING HILL, TENNESSEE, BOARD OF MAYOR AND ALDERMEN, WHILE IN REGULAR SESSION on May June 19, 2023, to amend Ordinance No. 18-21, the same being the official Zoning Map of Spring Hill is hereby amended by the rezoning of 9.60 acres of property described herein, and known as, Maury County tax map 28, parcel 004.00 (2705 Buckner Road) From AG agriculture zoning to R-2 residential zoning; and;

NOW, THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SPRING HILL, TENNESSEE, BOARD OF MAYOR AND ALDERMEN, that all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Passed on First Reading:

Passed on Second Reading:

MEMORANDUM



DATE: October 2, 2023

TO: Board of Mayor and Aldermen (BOMA)

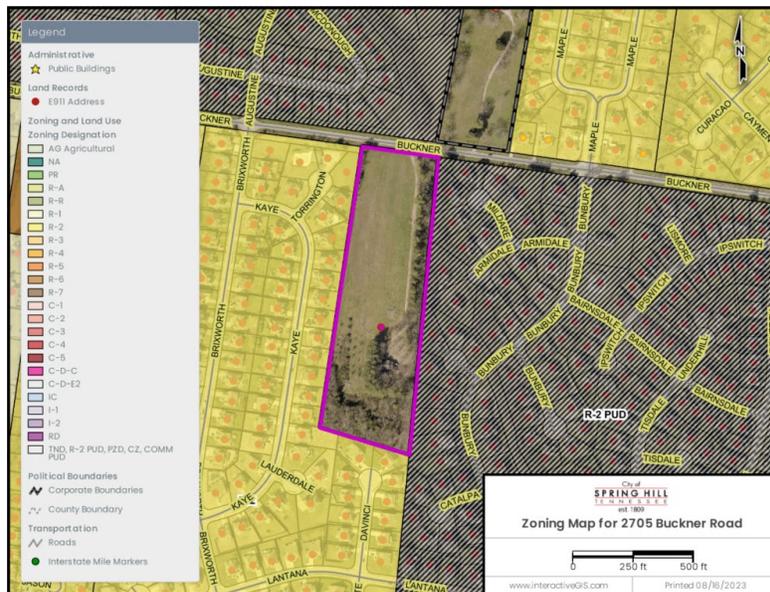
FROM: Pete Hughes, Development Director
Pam Caskie, City Administrator

SUBJECT: Ordinance 23-16 (RZN 1449-2023)

RZN 1449-2023: Submitted by Mantaro LLC, for the rezoning of 9.60 acres from AG to R2. The property is located at 2705 Buckner 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.

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 Aeon 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.



Zoning Map Amendments: Staff has placed public notification signs on the property and published notice as required by the Unified Development Code. The applicant 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 (April 24th, 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 particular 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. Staff's response to the approval standards are listed after each section.

1. Approval Standards for Map Amendments

- a. *The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.*
 - *The proposed rezoning from R-1 to C-4 is consistent with the City of Spring Hill Comprehensive Plan as the Future Land Use for the subject property is classified as being within an "Innovation Area". A C-4 zoning designation as proposed permits uses such as medical offices, restaurants, and lodging that have been identified as allowable uses within this future land use designation.*
- b. *The compatibility with the existing use and zoning of nearby property.*
 - *Adjacent zoning districts to the north, south, and east of the subject property are the same as the requested zoning designation. This request brings the subject property into compatibility with adjacent properties.*
- c. *The extent to which the proposed amendment creates nonconformities.*
 - *The proposed amendment would not create a nonconformity in lot size dimensions as the current parcel exceeds the lot area minimum of 10,000 SF and minimum lot width of 60' for a C-4 zoning dimensional lot standard. The extent of creating a nonconformity would be limited to use of an existing single-family dwelling if it were to remain when the subject property is zoned to C-4.*
- d. *The trend of development, if any, in the general area of the property in question.*
 - *Spring Hill Rising 2040 has indicated the Future Land Use for this property as "innovation area" and would be compatible with a future land use and adjacent properties zoned similarly as C-4. It has been indicated that sanitary and water services are available to the site along arterial roadway that may support a commercial use in C-4.*
- e. *That there are no adverse impacts on public health, safety, and welfare.*
 - *Technical comments received have indicated that the rezoning of this property from R-1 to C-4 would have no adverse impacts on public health, safety, and welfare. It shall be noted that any development proposal for this property would require a flood study in coordination with the City of Spring Hill and FEMA as a portion of the property is located within an AE flood zone.*

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.*

- *This request was shared with other City Departments and indicated the request could be served by the multiple entities with no comments being made indicating that the proposed rezoning would have an adverse impact on city services at this time.*

Planning Commission Action: *Alderman Matt Fitterer made a motion and Alderman Trent Linville seconded to favorably recommend RZN 1351-2023 to the BOMA for approval. The motion to favorably recommend RZN 1449-2023 to the Board of Mayor and Aldermen with the Staff associated conditions of approval passed by a vote of 7-0.*

Staff Recommendation: Staff is recommending approval of the Ordinance 23-18 to modify ordinance 18-21. However, the BOMA must determine if the request is consistent with the standards of approval (as noted above), if the request is consistent with the comp plan, and if the request is consistent with the surrounding land uses and zoning (to avoid spot zoning).

Published Notice Form for Planning

To: April Goad, City Recorder

From: Planning

Date: 8/7/23

Subject: PC/BOMA Notices

Ad to be published in the newspaper during this time period: As soon as possible

The **BOARD OF ZONING APPEALS** will consider the application of **APPLICANT** to **REQUEST** on the property located at _____ . The Board of Zoning Appeals will consider this request during their meeting on **DATE** at **TIME**. The meeting will take **PLACE** in the courtroom at Spring Hill City Hall, 199 Town Center Parkway, Spring Hill, TN 37174.

Item #1: City Board: PC

Applicant: Dmitri Danylov

Request: Rezone

Address: 2705 Buckner Rd

Date: August 28, & September 11 Time: 5:30pm Place: City Hall

Item #1: City Board: BOMA

Applicant: Dmitri Danylov

Request: Rezone

Address: 2705 Buckner Rd

Date: September 18, October 2 & October 16 Time: 6:00pm Place: City Hall

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:

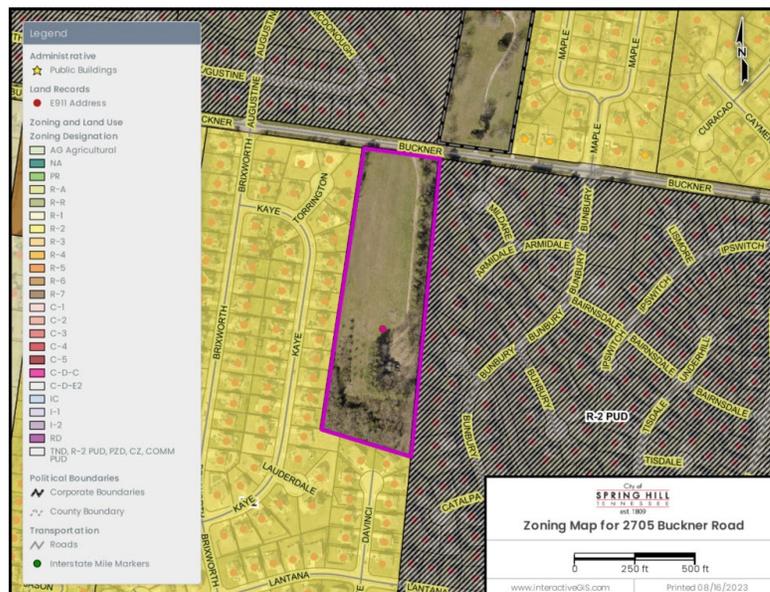
PC Comments

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.

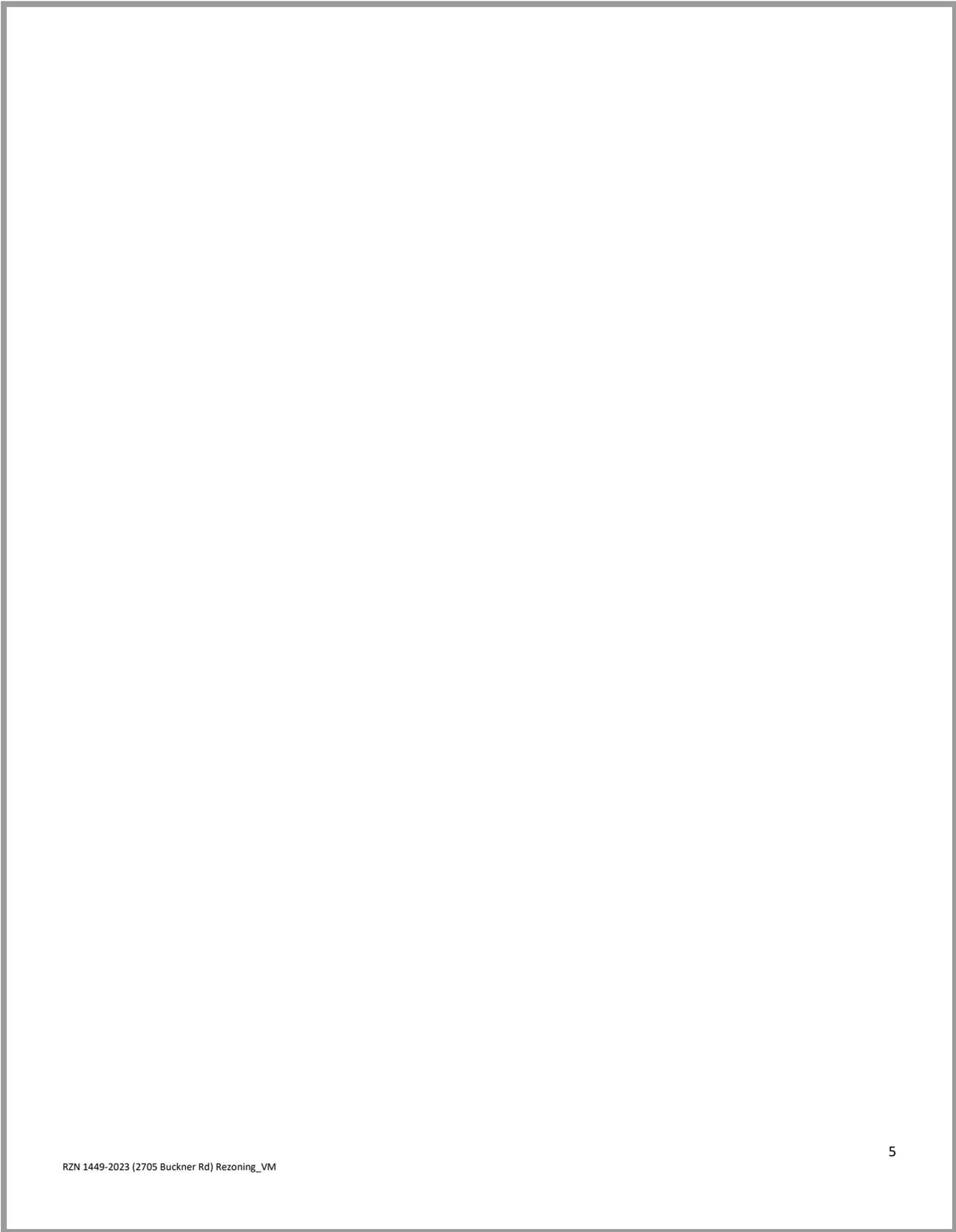
Staff has received comments from the following departments listed below:

- **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.



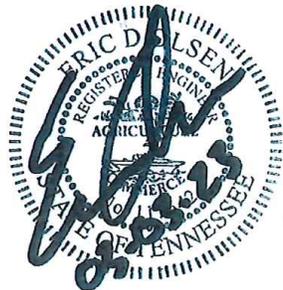
RZN 1449-2023 (2705 Buckner Rd) Rezoning_VM

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 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 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

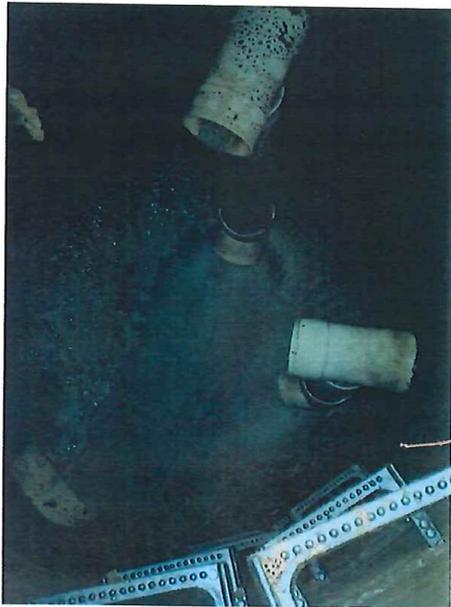
Existing flows within downstream manholes were measured 3/2/2023 between the times of 9:00 am and 10:00 am. A few of the downstream manholes were buried (A3, A4, and A5) and measurements could not be taken.

MH A1 : Insignificant and could not be measured

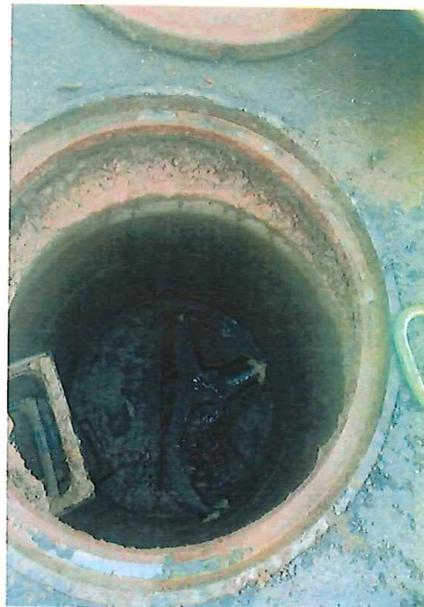
MH A2 : Insignificant and could not be measured

MH A6 : 0.12' Flow Depth

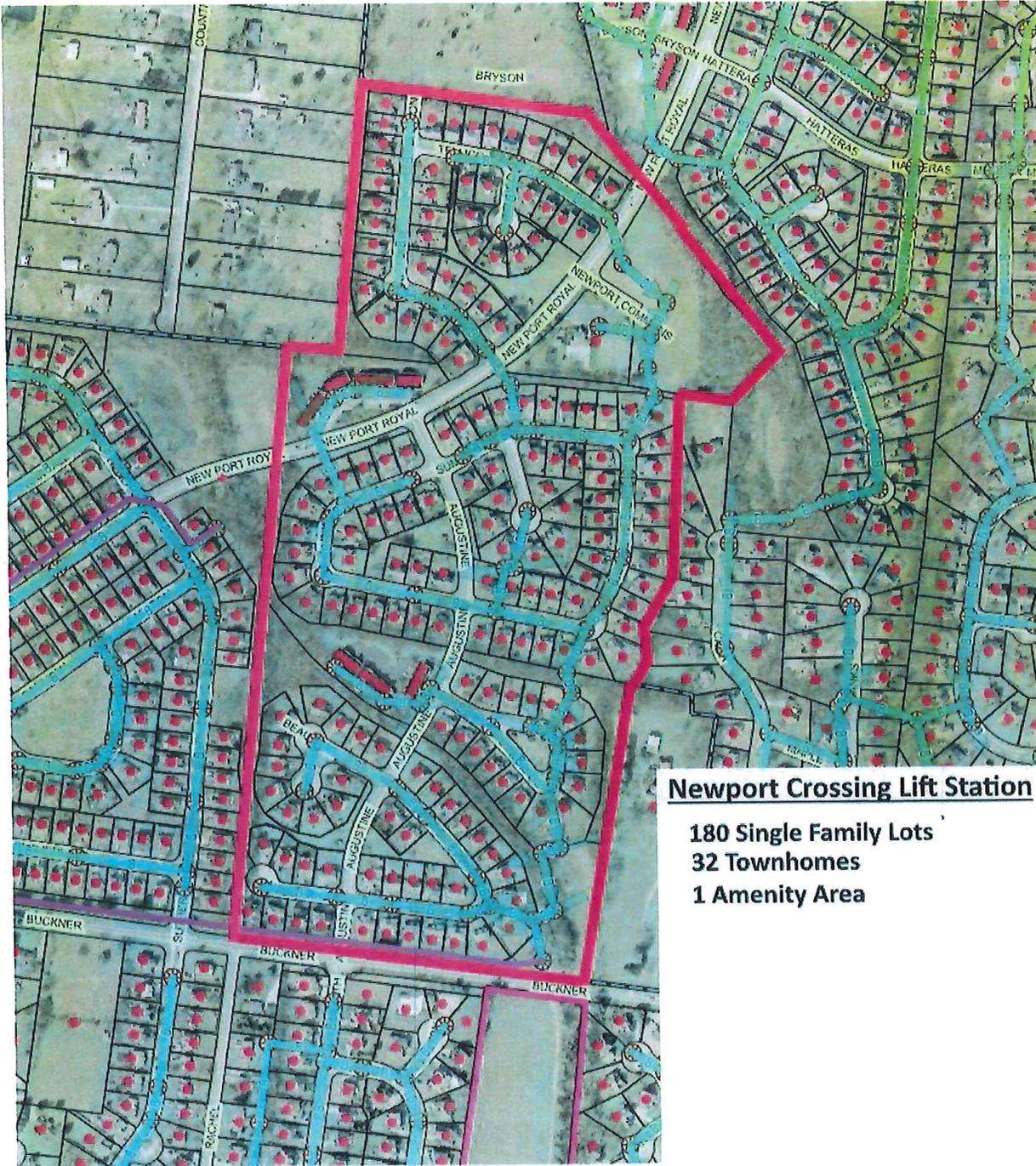
MH A7 : 0.20' Flow Depth



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:

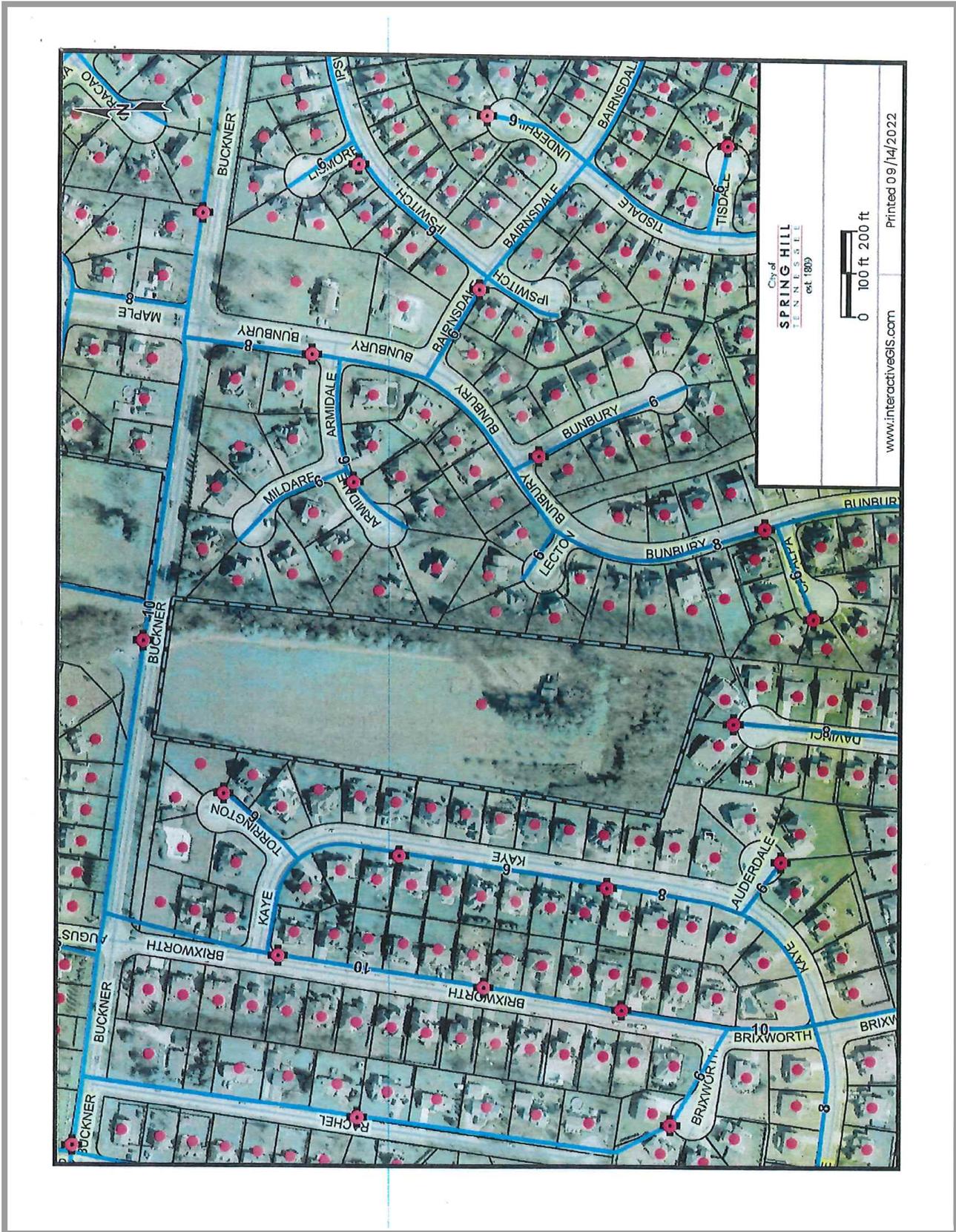
Static = 83.8 psi

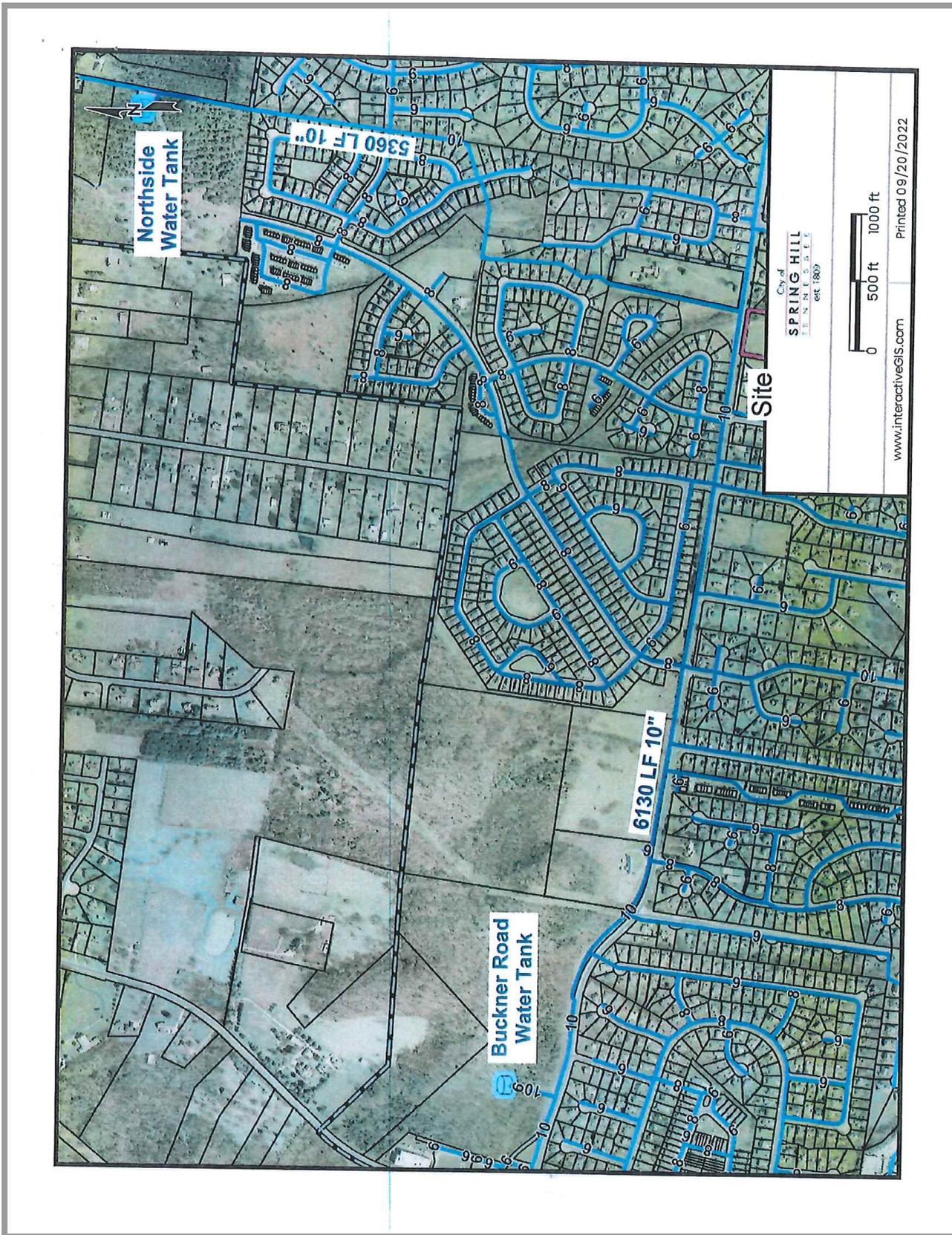
Residual = 73.6 psi

FH #3:

Static = 79.5 psi

Residual = 67.0 psi





Water Calculations
750 GPM

2705 BUCKNER

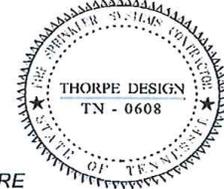
Date: 03/03/2023

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 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
$Q_r = 1,048$	$* \frac{69^{0.54}}{13^{0.54}} = 2,582 \text{ GPM}$

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"/> Rezoning or Text Amendment <input type="checkbox"/> Administrative Subdivision (Lot Split/Max. 2 lots) <input type="checkbox"/> Minor Subdivision (up to 4 lots) <input type="checkbox"/> Neighborhood Concept Plan <input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat <input type="checkbox"/> Concept Plan <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: _____	<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"/> Proof of Ownership <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 checked="" type="checkbox"/> A CD or USB thumb drive containing a copy of all required submittal items in PDF Format. <p>Note to the applicant:</p> <ul style="list-style-type: none"> * Applications and all required submittals must be received by the Planning Department by the prescribed day and time. * Both the applicant/representative and property owner Must sign the application. Applications not signed by the Property owner will not be accepted. * All applications must be accompanied by a completed submittal checklist.

Planning Commission Submittal Information

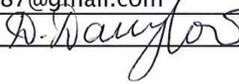
This application and referenced procedures have been assembled with the purpose of defining a standard process for the submittal and review of development applications. To submit items for Planning Commission review, the procedures outlined in this application shall be for all Planning Commission application 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: 

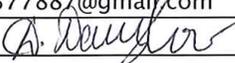
Date: 06-26-2023

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



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 12,286 sq ft with a term of sixty-three months beginning on October 1, 2024 and an optional three year renewal after the initial term with costs detailed as; and

Months During Initial Term	Monthly Amount	Rate/SqFt (for reference only)
1 – 3	\$ 0.00	n/a
4 – 15	\$22,524.33	\$22.00/sqft
16 – 27	\$23,200.06	\$22.66/sqft
28 – 39	\$23,896.07	\$23.34/sqft
40 – 51	\$24,612.95	\$24.04/sqft
52 – 63	\$25,351.34	\$24.76/sqft

WHEREAS, the City would be additionally be fiscally responsible for the property taxes, insurance, building operating costs and utilities; 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 2nd day of October, 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: **October 2, 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 offices 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. Additional City departments also require office space they do not currently have to accommodate current and future staff.

John Maher Builders, Inc. currently has open office space for lease located at 8060 Station Hill Drive. The City desires to lease both floors of approximately 12,286 sq ft. This would accommodate current staffing needs for offices, file rooms, conference rooms, break rooms and have office available for future growth. The term of the agreement is for sixty-three months, effective October 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, city and county property taxes, building operating expenses and insurance.

FINANCIAL IMPACT:

The monthly rent would be as follows:

Months During Initial Term	Monthly Amount	Rate/SqFt (for reference only)
1 – 3	\$ 0.00	n/a
4 – 15	\$22,524.33	\$22.00/sqft
16 – 27	\$23,200.06	\$22.66/sqft
28 – 39	\$23,896.07	\$23.34/sqft
40 – 51	\$24,612.95	\$24.04/sqft
52 – 63	\$25,351.34	\$24.76/sqft

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 12,286 sq ft of office space located at 8060 Station Hill Drive.

Exhibit A

LEASE AGREEMENT
BETWEEN
JOHN MAHER BUILDERS, INC, LANDLORD
AND
CITY OF SPRING HILL, TENANT
DATED: October 1, 2023

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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 12,286 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-three (63) 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	Rate/SqFt (for reference only)
1 – 3	\$ 0.00	n/a
4 – 15	\$22,524.33	\$22.00/sqft
16 – 27	\$23,200.06	\$22.66/sqft
28 – 39	\$23,896.07	\$23.34/sqft
40 – 51	\$24,612.95	\$24.04/sqft
52 – 63	\$25,351.34	\$24.76/sqft

Tenant shall pay to Landlord Base Rent during the Renewal Term (if elected) as follows:

Months During Renewal Term	Monthly Amount
64 – 75	TBD (Then Market Rental Rate)
76 – 87	TBD (Then Market Rental Rate)
88 - 99	TBD (Then Market Rental Rate)

OTHER SUMS PAYABLE: Tenant's Proportionate Share of the actual Taxes, Insurance and Operating Costs. Tenant's Proportionate Share shall be 100.0% (12,286sf/12,286sf). 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: \$25,351.34

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. Additionally, Tenant shall not be responsible for any Taxes assessed or imposed prior to the Commencement Date.

(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.

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) 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 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 attom 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, all parking spaces in the parking lot adjacent to the building. 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 Twenty-Five Thousand Three Hundred Fifty-One dollars and Thirty-Four cents (\$25,351.34), 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.

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

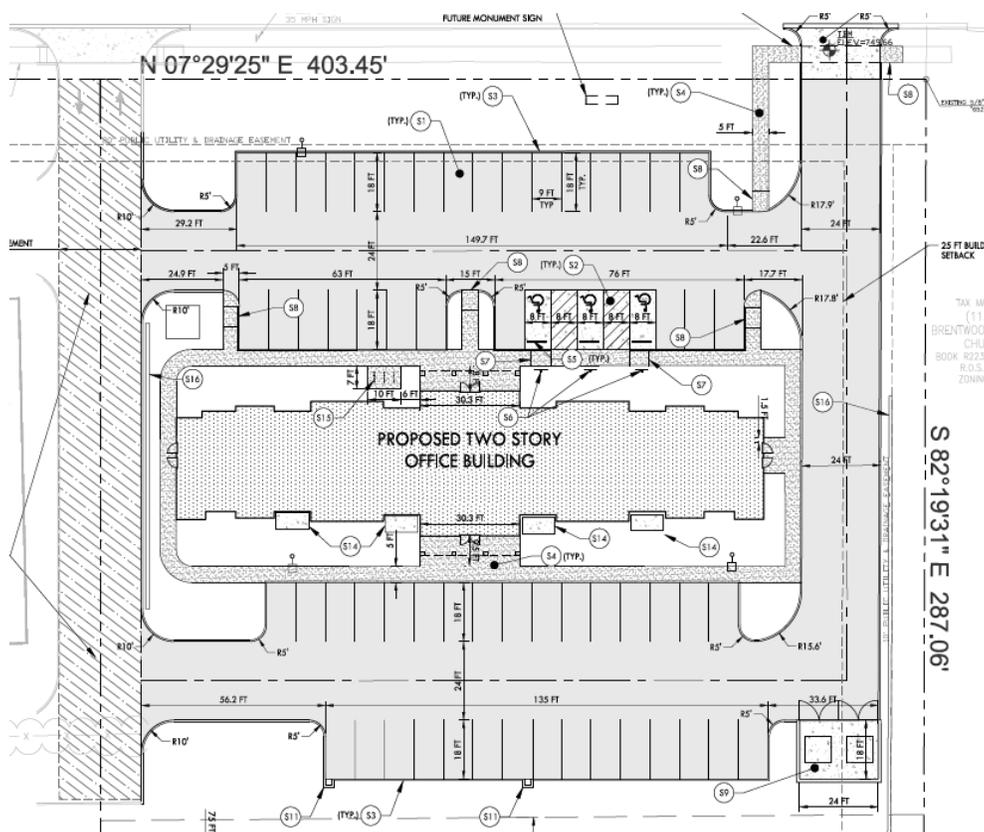


EXHIBIT B

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 alterations or 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 23-179

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGNED A LETTER STATING THE CITY OF SPRING HILL WILL TERMINATE THE LEASE WITH WORLD WIDE STAGES SPRING HILL, LLC EARLY IN ACCORDANCE WITH RESOLUTION 23-85

WHEREAS, the City of Spring Hill is currently in a lease agreement with World Wide Stages for office space for the Development Services department located at 5000 Northfield Lane, Building 600, Spring Hill, TN; and

WHEREAS, the current lease agreement expires June 30, 2024; and

WHEREAS, the amended lease included early termination terms; and

WHEREAS, the city has secured through a lease agreement with JMB for Station Hill Office Building established by resolution 23-172; and

WHEREAS, the city will provide communication in writing to World Wide Stages regarding early termination and follow the requirements of the early termination terms; and

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen:

1. Authorizes the Mayor to sign a letter indicating intent to terminate lease with World Wide Stages.
2. Authorize city staff to prepare and initiate the termination process pending approval of Resolution of 23-172

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 2nd day of October, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 23-179*
SUBMITTED BY: Pete Hughes, Development Director
Missy Stahl, CIP Manager
DATE: October 2, 2023
RE: To authorize the Mayor to sign a letter initiating early termination with World Wide Stages Spring Hill, LLC for office space for Development Services
ATTACHMENTS: Res. 23-85

PURPOSE:

The purpose of this resolution is to authorize the mayor to sign a letter initiating early termination with World Wide Stages.

BACKGROUND:

The City of Spring Hill is currently in a lease agreement with World Wide Stages for office space not available in City Hall for Development Services. The current lease agreement expires June 30, 2024; The City and World-Wide Stages entered into an amended lease agreement with in June of 2023. The City requested item #3 – Early Termination Terms – be added in the event office space is found that can be leased in lieu of the Northfield space.

The City has found a potential office and has prepared resolution 23-172 to authorize the Mayor to sign a new lease with John Maher Builders for offices located at Station Hill. If resolution 23-172 is approved the city will need to initiate early termination with World Wide Stages.

FINANCIAL IMPACT:

The lease for the last 90 days of the lease will increase from \$9,043.88 to \$12,471.21 a month.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-179, to authorize the Mayor to sign letter initiating early termination between the City of Spring Hill and World Wide Stages Spring Hill LLC Services.

RESOLUTION 23-85

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGNED AN AMENDED LEASE RENEWAL BETWEEN THE CITY OF SPRING HILL AND WORLD WIDE STAGES SPRING HILL, LLC

WHEREAS, the City of Spring Hill is currently in a lease agreement with World Wide Stages for office space for the Development Services department located at 5000 Northfield Lane, Building 600, Spring Hill, TN; and

WHEREAS, the current lease agreement expires May 31, 2023; and

WHEREAS, World Wide Stages Spring Hill, LLC has submitted a lease renewal agreement with an expiration of June 30, 2024 with amendments to:

1. Increase the square footage of the leased space for Development Services to 5,141 square feet
2. Increase the price per square footage to \$21.11 per square foot per year (\$18.00 for occupied space and \$3.11 for common area maintenance), for a monthly rental cost of \$9,043.88 (annually, \$108,526.51).
3. Addition of Early Termination Terms

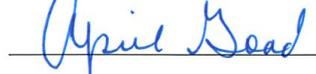
NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen:

1. Approves the amended lease agreement between the City of Spring Hill and World Wide Stages Spring Hill, LLC for a period of one year, expiring on June 30, 2024, for a monthly rental cost of \$9,043.88 (annually, \$108,526.51) for office space for Development Services, as attached hereto.
2. Authorizes the Mayor to sign the amended lease agreement with World Wide Stages Spring Hill, LLC.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 15th day of May, 2023.


Jim Hagaman, Mayor

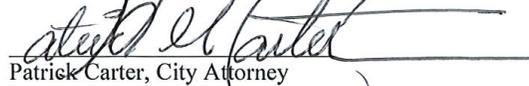
ATTEST:



April Goad, City Recorder

April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: Approval of Resolution 23-85

SUBMITTED BY: Missy Stahl, CIP Manager

DATE: May 15, 2023

RE: To authorize the Mayor to sign an amended lease agreement with World Wide Stages Spring Hill, LLC for office space for Development Services

ATTACHMENTS: Exhibit A – lease agreement

PURPOSE:

The purpose of this resolution is to authorize the Mayor to signed an amended lease agreement with World Wide Stages Spring Hill, LLC for office space at the Northfield building for Development Services.

BACKGROUND:

The City of Spring Hill is currently in a lease agreement with World Wide Stages for office space not available in City Hall for Development Services. The current lease agreement expires May 31, 2023; therefore, a renewal is required. World Wide Stages has submitted an amended lease agreement with amendments to the square footage occupied and the cost per square foot. The City requested item #3 – Early Termination Terms – be added in the event office space is found that can be leased in lieu of the Northfield space. World Wide Stages has relayed to the City that the lease will end on June 30, 2024 and will not be eligible for renewal.

The City attorney has reviewed the amendments and has no concerns with the additions.

FINANCIAL IMPACT:

The cost per square foot per year increases from \$13.11 (\$10 per occupied space plus \$3.11 for common area maintenance) to \$21.11 (\$18 per occupied space plus \$3.11 for common area maintenance) plus the additional square footage requested. Original annual cost is \$65,641.80; with the amended lease agreement, the annual cost will be \$108,526.51 (net increase of \$42,884.71).

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-85, to authorize the Mayor to sign an amended lease agreement between the City of Spring Hill and World Wide Stages Spring Hill LLC Services.

FIRST AMENDMENT TO LEASE AGREEMENT, AS EXTENDED

This First Amendment to Lease Agreement, as extended, (this "Amendment") is dated as of May 15, 2023, between Worldwide Stages Spring Hill, LLC, a Tennessee limited liability company ("Lessor") and the City of Spring Hill, Tennessee, a Tennessee municipality ("Lessee").

WITNESSETH:

WHEREAS Lessor and Lessee are parties to a certain Lease Agreement dated the 31st day of May, 2021 (the "Lease"), as extended by notice to Lessor for an additional year terminating the 31st day of May, 2023 (the "Original Lease Term"), whereby Lessee leased certain heated and cooled space in building 600 at Northfield (the "Premises"), as set out in Exhibit A to the Lease; and

WHEREAS the parties have agreed to amend and extend the Lease as set out herein.

1. **Lease Term.** The Lease Term shall be extended until June 30, 2024. At termination of the Lease, Lessee shall return the Premises to Lessor broom clean, with carpets shampooed, and in as good condition and repair as when first received/after tenant improvements, normal wear and tear excepted, and with all improvements made by Lessee.

2. **Leased Premises and Lease Rate.** Effective June 1, 2023, the lease rate shall be increased to \$21.11 per square foot per year and the square footage of the Premise shall be increased by an additional 134 square feet to 5141 square feet (now defined as the "Premises"), as set out in Exhibit A to this Amendment, resulting in monthly rental cost of \$9,043.88 (annually, \$108,526.51).

3. **Early Termination Terms.** Early termination without cause can be requested by the Lessee after January 1, 2024 and Lessee must provide a 90-day notice. The lease rate for the remaining 90 days will increase to a fair market value rate of \$29.11 per square foot per year for 5141 square feet, resulting in monthly rental cost of \$12,471.21.

4. **Ratification.** Except as otherwise set forth in this Amendment, all terms and conditions contained in the Lease, and as it has been previously amended, shall continue to apply.

5. **Entire Agreement.** The Lease, as hereby amended, contains all of the agreements of the parties of this Amendment and supersedes any previous negotiations. To the extent of any inconsistency between the terms of this Amendment and the Lease, the terms of this Amendment shall control. Unless addressed herein, all of the terms of the original Lease, and as it has been previously amended, shall remain in full force and effect. The Lease, as hereby amended, may not be modified except by written instrument duly executed by the parties hereto.

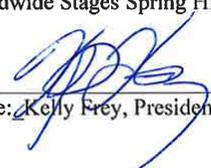
6. **Counterparts.** This Amendment may be executed in multiple counterparts or by facsimile transmissions, each of which shall be treated as an original of this Amendment for all purposes, and all of which shall constitute one (1) agreement, binding upon all of the parties hereto, notwithstanding that all parties are not signatory to the original of the same counterpart or facsimile transmission.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

LESSOR:

Worldwide Stages Spring Hill, LLC

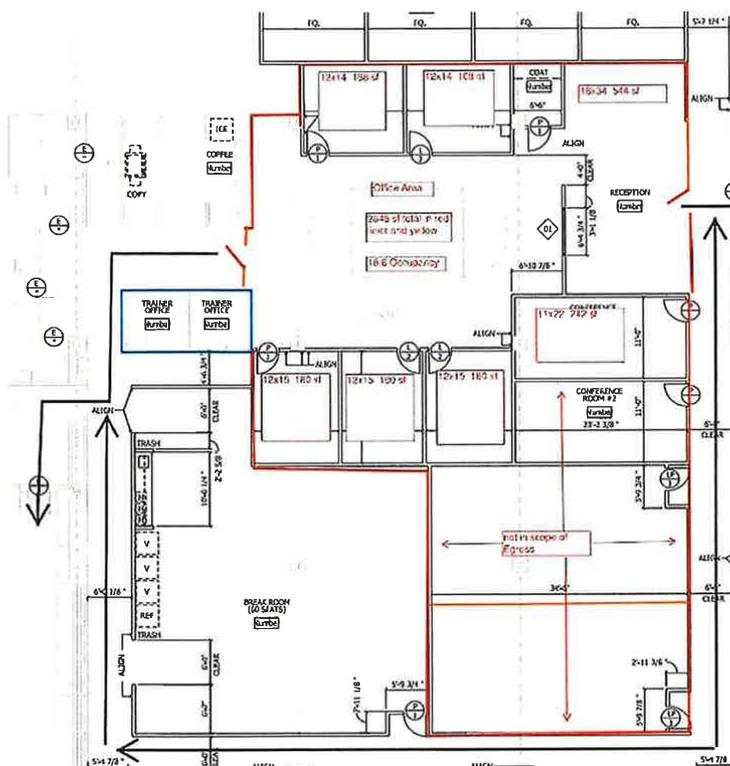
By: 
Name: Kelly Frey, President

LESSEE:

City of Spring Hill, Tennessee

By: 
Name: Jim Hagaman, Mayor

Exhibit A



RESOLUTION 23-199

**A RESOLUTION TO APPROVE AMENDMENTS TO THE CITY OF SPRING HILL'S
NEIGHBORHOOD SIDEWALK PROGRAM**

WHEREAS, the City of Spring Hill adopted the Neighborhood Sidewalk Program by Resolution 14-25 by which projects may be requested to install sidewalks in areas to improve safety or establish connectivity; and

WHEREAS, the program policy guidelines have not been updated since origination of the program; and

WHEREAS, City staff and the Transportation Advisory Committee recommend minor amendments to the policy guidelines, as detailed in Exhibit A attached hereto, to be effective immediately; and

WHEREAS, all other terms and conditions not amended remain in full force and effect.

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen approves amendments to the City of Spring Hill's Neighborhood Sidewalk Program, as detailed in Exhibit A, attached hereto.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 2nd day of October, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Exhibit A - red line version

**NEIGHBORHOOD SIDEWALK PROGRAM (NSP)
CITY OF SPRING HILL, TENNESSEE
*Amended October 2023***

INTRODUCTION

The City of Spring Hill Board of Mayor and Aldermen identified a need for a program that allows quick response to requests for projects, multi-modal in nature. Project segments of this type may take an unacceptably long time to prioritize within a traditional Capital Improvement construction program funding mechanism due to their short length, disconnected nature and perceptions related to public support. Therefore, the Neighborhood Sidewalk Program (NSP) provides a separately funded annual budget allotment to be spent for small scale projects, including sidewalks and multi-use trails, which are based on the availability of funding and meet specific project criteria.

The main criteria and goals of this program are to provide:

- Improved safety
- Improved pedestrian mobility
- Improved connectivity to schools
- Improved connectivity to park and recreation facilities
- Improved connectivity between multiple land uses
- Improved connectivity to Transit options
- Partnership with neighborhoods to complete projects

The City of Spring Hill Neighborhood Sidewalk Program (NSP) serves as a way for the city to partner with neighborhoods to provide multi-modal facilities within open space and streets located in residential neighborhoods.

NEIGHBORHOOD SIDEWALK PROGRAM (NSP) PROCESS

1. There will be two (2) submissions periods for projects – one in October/November for projects to be completed the same fiscal year and one in March/April for projects to be completed in the next fiscal year.
2. A Homeowners' Association, neighborhood group, or individual may request to have a sidewalk or multi-use trail installed in their neighborhood (the Project).
3. The neighborhood must demonstrate support for the proposed Project by submitting a petition to the Public Works for verification.
4. Once the petition is verified, Public Works staff will submit the request and petition to the City Administrator for direction.
5. Public Works will make a field review of the area, document findings, and develop a conceptual cost estimate for the Project.
6. A Project Score will be determined using the NSP Project Criteria Scoring Worksheet
~~score will be developed for the Project~~ and the Public Works staff will develop a recommendation for the City Administrator.
7. The Project will be included on the list of annual Neighborhood Sidewalk Program projects and placed in order based upon the Project score.

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8. If directed by the City Administrator, Public Works staff will develop a final project design and cost which will be presented to the neighborhood in a neighborhood information meeting.
9. Once the neighborhood can provide the matching funding, the final design and cost will be presented to the Mayor and Board of Mayor and Aldermen for consideration of approval and funding.
10. Upon Board of Mayor and Aldermen approval, the Project will be implemented at the direction of the City Administrator

PROJECT NEIGHBORHOOD SUPPORT DEMONSTRATED THROUGH PETITION

The City of Spring Hill requires that there be wide support from the community for implementing this program in its neighborhoods. The neighborhood petition to demonstrate support for a Project must be received with at least sixty-five percent (65%) of all property owners (as identified by Maury County or Williamson County Register of Deeds) of property abutting the Project where the Project is proposed. The Petition should include the name, property address, mailing address (if different than property address), telephone number and/or email address(es) for each petitioner. Any abstention or non-response, if it can be demonstrated through written record or signature that an impacted property was given the opportunity to agree with the petition, will be considered a non-vote (i.e. neither a "Yes" nor a "No", with the Total Number reduced accordingly) towards the percentage required to demonstrate neighborhood support.

The petition must identify a primary contact who will take responsibility for the information submitted and assisting City staff throughout the project. The petition should be presented in writing to the following:

City of Spring Hill
 c/o Neighborhood Sidewalk Program
 PO Box 789
 199 Town Center Pkwy
 Spring Hill, TN 37174

A spouse's signature will not be acceptable if he/she is not the legal owner. If both husband and wife are joint legal owners, both signatures are required, but will count as a single vote. A "Mr. and Mrs." signature is not acceptable. All owners must sign individually, including owners of undeveloped lots. Renting tenants are not an acceptable substitute for the legal homeowner. The percentages will be calculated, based on individual lots where the owners sign affirmatively, divided by the total number of lots in the neighborhood (less the total number of lots for abstentions or non-responses). Each lot counts as only one lot regardless of the number of owners signing. Where a neighborhood has a homeowners' association or other legal mechanism allowing a group less than the previously stated required percentages to represent their position on matters such as these, this mechanism may replace the petition process as approved by the City Administrator after consultation with the City Attorney.

The completed petition must be returned to Public Works where it will be verified against tax records and land lot maps to ensure that it meets all requirements. The petition will be presented to the City Administrator for action. Public Works and the City Administrator reserve the right to set a reasonable expiration date on petition signatures.

NEIGHBORHOOD COST SHARE

It is recommended that all installation costs for the Neighborhood Sidewalk Program project be shared between the City and the neighborhood, with the City providing up to 75%, depending on funding availability, and the neighborhood providing 25%. Installation costs include but are not limited to: establishment of a level shoulder, reconstruction of driveways, construction of the Project, sign and pavement marking modifications, and landscaping. Mailbox relocation, if required by the final design, will be a homeowner responsibility. For Projects that ~~require~~ fall outside of easements or City Right-Of-Way, the neighborhood will assist the City in obtaining the necessary easements or Right-Of-Ways that are required for the Project to be constructed.

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NEIGHBORHOOD SIDEWALK PROGRAM PROJECT REQUEST CRITERIA

Project requests will be scored using the Project Criteria Scoring Worksheet to develop a Project Score which determines a priority for implementation. ~~on the following criteria. These criteria will be used to score Projects to determine a priority for implementation of the neighborhood requests:~~

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Project Criteria Factors include:

Safety Factor: Any potential or demonstrated pedestrian safety hazard, such as crash history, topography, roadway alignment, street lighting, speeds, or completing a missing segment of an existing facility will increase the justification for a project.

Trip Generator Factors: Walking becomes an alternative form of transportation when located near a private or public school, Parks and Recreation facility, Transit and Civic facilities. Therefore, this will increase the justification for a project.

Land Use (Zoning) Factors: Requests for projects that promote pedestrian connectivity between land uses, such as links between residential, commercial, and office use will increase the justification for a project, as will higher density zonings, versus lower density zonings.

Other Factors (Constructability): Existing shoulder and curb and gutter conditions will have an impact on the project cost and feasibility. Good condition curb and gutter and flat, unobstructed shoulder conditions will increase the justification for a project.

Other Factors (Location): Requests on roadways that are considered Arterial or Collector according to the City of Spring Hill Major Thoroughfare Plan will increase the justification for a project, as will projects that complete missing segments (either at fault of the City, or otherwise).

Neighborhood Cost Share Amount: Projects with a greater Neighborhood Cost Share will increase the justification for the project.

Exhibit A

NEIGHBORHOOD SIDEWALK PROGRAM (NSP)
CITY OF SPRING HILL, TENNESSEE
Amended October 2023

INTRODUCTION

The City of Spring Hill Board of Mayor and Aldermen identified a need for a program that allows quick response to requests for projects, multi-modal in nature. Project segments of this type may take an unacceptably long time to prioritize within a traditional Capital Improvement construction program funding mechanism due to their short length, disconnected nature and perceptions related to public support. Therefore, the Neighborhood Sidewalk Program (NSP) provides a separately funded annual budget allotment to be spent for small scale projects, including sidewalks and multi-use trails, which are based on the availability of funding and meet specific project criteria.

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5. Public Works will make a field review of the area, document findings, and develop a conceptual cost estimate for the Project.
6. A Project Score will be determined using the NSP Project Criteria Scoring Worksheet and the Public Works staff will develop a recommendation for the City Administrator.
7. The Project will be included on the list of annual Neighborhood Sidewalk Program projects and placed in order based upon the Project score.
8. If directed by the City Administrator, Public Works staff will develop a final project

design and cost which will be presented to the neighborhood in a neighborhood information meeting.

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Trip Generator Factors: Walking becomes an alternative form of transportation when located near a private or public school, Parks and Recreation facility, Transit and Civic facilities. Therefore, this will increase the justification for a project.

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Other Factors (Location): Requests on roadways that are considered Arterial or Collector according to the City of Spring Hill Major Thoroughfare Plan will increase the justification for a project, as will projects that complete missing segments (either at fault of the City, or otherwise).

Neighborhood Cost Share Amount: Projects with a greater Neighborhood Cost Share will increase the justification for the project.

RESOLUTION 23-200

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF THE FEMA SAFER GRANT TO EMPLOY ADDITIONAL FIREFIGHTERS

WHEREAS, the City of Spring Hill operates a career fire department and actively supports the department in meet the minimum requirements and provisions outlined in NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*; and

WHEREAS, the current staffing level of the fire department does not provide for consistently adequate staffing to maintain NFPA staffing levels; and

WHEREAS, the cost to the City in order to provide immediate staffing corrections to maintain the NFPA Standards would create a significant financial hardship; and

WHEREAS, the City authorized the Fire Department in Resolution 22-255 to apply for grant funds through the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program, administered by FEMA to correct the staffing shortage; and

WHEREAS, the City of Spring Hill was notified on September 20, 2023 that the grant request was awarded, and the City of Spring Hill will receive \$3,181,736.09 for the funding of salaries and benefits of thirteen (13) new firefighter positions over three years.

NOW, THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee that the City will immediately accept the awarded grant for the hiring of thirteen (13) additional firefighters for the grant cycle of March 13, 2024 through March 12, 2027 and the Fire Department will make necessary future budget adjustments to retain grant firefighters at the conclusion of the grant cycle.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 2nd Day of October, 2023.

ATTEST:

Jim Hagaman, Mayor

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: **Approval of Resolution 23-200**
SUBMITTED BY: **Graig Temple, Fire Chief**
DATE: **October 2, 2023**
RE: **Acceptance of the FY22 Staffing for Adequate Fire and
Emergency Response (SAFER) Grant Award**

PURPOSE:

The Purpose of this resolution is to authorize the City of Spring Hill to accept the FY22 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Award from the Federal Emergency Management Association (FEMA) in the amount of \$3,181,736.09.

BACKGROUND:

The Fire Department is operating with a staffing deficit of thirteen (13) firefighters. Correcting this issue would more accurately reflect the firefighting force necessary to meet NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*. A retrospective review from July 1, 2022 to September 30, 2022 found that the SHFD operated apparatus severely understaffed 6 times (apparatus with only two employees), understaffed 323 times (three firefighters per apparatus), and properly staffed (four fighters) only 43 times.

The Department applied for the SAFER Grant (EMW-2-22-00875) in March of 2023 and was awarded the grant on September 15, 2023.

FINANCIAL IMPACT:

All pay and benefits for thirteen (13) new firefighters will be covered by the grant during the operational period. The city is required to purchase all personal protective equipment, uniforms, and to provide necessary employment screenings and training for all SAFER Grant staff. Estimated cost is \$78,923.80. Staff will budget 25%, 50%, and 75% increases in the personnel budget line over the next three budget years in order to absorb the staffing at the conclusion of the grant as part of the department's authorized staffing level.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-200 to accept the FY22 SAFER Grant as presented.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/15/2023



Graig Temple
TENNESSEE, CITY OF SPRING HILL
199 TOWN CENTER PARKWAY P.O. BOX 789
SPRING HILL, TN 37174

EMW-2022-FF-00875

Dear Graig Temple,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding opportunity has been approved in the amount of \$3,181,736.09 in Federal funding.

FEMA has waived, in part or in full, one or more requirements for this grant award. See the Summary Award Memo for additional information about Economic Hardship Waivers.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2022 SAFER Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads 'P. Williams'.

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2022 Staffing for Adequate Fire and Emergency Response

Recipient: TENNESSEE, CITY OF SPRING HILL

UEI-EFT: QCW1PGM8MUF9

DUNS number: 806597386

Award number: EMW-2022-FF-00875

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2022 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Approved Economic Hardship Waivers

Position cost limit waiver

FEMA has waived the position cost limit requirement for this grant award. Costs are limited to the approved budget per position.

Cost share waiver

FEMA has waived the cost share requirement for this grant award. You are not required to contribute non-Federal funds for this grant award. The recipient is responsible for any costs that exceed the Federal funding provided for this grant award.

Minimum budget waiver

FEMA has waived the minimum budget requirement for this award.

Non-supplanting waiver

FEMA has waived the non-supplanting requirement for this award. SAFER grant funds may be used to replace funds that would be available from State or local sources or from the Bureau of Indian Affairs.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The cost share amounts described in this award letter are based on the approved total project cost; however, the Federal funding available is limited based on the applicable position cost limit and the applicable cost share as applied to actual costs.

The following are the total approved budgeted estimates for object classes for all funded firefighter positions for this award (including Federal share plus your cost share, if applicable, as applied to the estimated costs):

Object Class	First Year	Second Year	Third Year	Total
Personnel	\$610,867.40	\$629,199.22	\$648,074.96	\$1,888,141.58
Fringe benefits	\$418,517.19	\$431,072.59	\$444,004.73	\$1,293,594.51
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
Federal	\$1,029,384.59	\$1,060,271.81	\$1,092,079.69	\$3,181,736.09
Non-federal	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$1,029,384.59	\$1,060,271.81	\$1,092,079.69	\$3,181,736.09
Program Income				\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2022 SAFER NOFO.

Approved request details:

Hiring of Firefighters

New, Additional Firefighter(s)

BENEFITS FUNDED

Employees of the City of Spring Hill enjoy a comprehensive benefit package worth over \$22,460.76 and includes: Health Insurance, Vision, and Dental, Life Insurance, State of Tennessee Consolidated Retirement System, Optional State 401K and 457b plans, Workers Compensation, Employee Assistance Plan, Short and Long Term Disability, Credit Union Eligibility as well as reduced prices at County Parks.

NUMBER OF FIREFIGHTERS

13

	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
Year 1	\$46,989.80	\$32,193.63	\$79,183.43
Year 2	\$48,399.94	\$33,159.43	\$81,559.37
Year 3	\$49,851.92	\$34,154.21	\$84,006.13
3 Year Total	\$3,181,736.09		

Agreement Articles

Program: Fiscal Year 2022 Staffing for Adequate Fire and Emergency Response

Recipient: TENNESSEE, CITY OF SPRING HILL

UEI-EFT: QCW1PGM8MUF9

DUNS number: 806597386

Award number: EMW-2022-FF-00875

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2 General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	<p>Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.</p>
Article 4	<p>Activities Conducted Abroad Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.</p>
Article 5	<p>Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
Article 6	<p>Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
Article 7	<p>Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
Article 8	<p>Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.</p>

Article 9	<p>Civil Rights Act of 1968</p> <p>Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)</p>
Article 10	<p>Copyright</p> <p>Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.</p>
Article 11	<p>Debarment and Suspension</p> <p>Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>
Article 12	<p>Drug-Free Workplace Regulations</p> <p>Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>
Article 13	<p>Duplication of Benefits</p> <p>Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.</p>

Article 14	<p>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</p> <p>Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.</p>
Article 15	<p>E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety</p> <p>Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.</p>
Article 16	<p>Energy Policy and Conservation Act</p> <p>Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>
Article 17	<p>False Claims Act and Program Fraud Civil Remedies</p> <p>Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)</p>
Article 18	<p>Federal Debt Status</p> <p>All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)</p>
Article 19	<p>Federal Leadership on Reducing Text Messaging while Driving</p> <p>Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.</p>
Article 20	<p>Fly America Act of 1974</p> <p>Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p>

Article 21	<p>Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a</p>
Article 22	<p>John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons</p>
Article 23	<p>Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.</p>
Article 24	<p>Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.</p>
Article 25	<p>National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans</p>

Article 26	<p>Nondiscrimination in Matters Pertaining to Faith-Based Organizations</p> <p>It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.</p>
Article 27	<p>Non-Supplanting Requirement</p> <p>Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.</p>
Article 28	<p>Notice of Funding Opportunity Requirements</p> <p>All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.</p>
Article 29	<p>Patents and Intellectual Property Rights</p> <p>Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.</p>
Article 30	<p>Procurement of Recovered Materials</p> <p>States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p>
Article 31	<p>Rehabilitation Act of 1973</p> <p>Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>

Article 32 Reporting of Matters Related to Recipient Integrity and Performance
General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33 Reporting Subawards and Executive Compensation
Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 38	Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

- Article 42 Environmental Planning and Historic Preservation (EHP) Review**
DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
- Article 43 Applicability of DHS Standard Terms and Conditions to Tribes**
The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.
- Article 44 Acceptance of Post Award Changes**
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.
- Article 45 Disposition of Equipment Acquired Under the Federal Award**
For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46

Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47

Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48

Award Performance Goals

FEMA will measure the recipient's performance of the grant by comparing the firefighter hiring activities of new, additional firefighters, rehire laid off firefighters, or retain firefighters facing layoff OR recruitment and retention activities of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients increased compliance with the National standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2022-FF-00875	2. Amendment No. N/A	3. Recipient No. 620692693	4. Type of Action AWARD	5. Control No. WX01189N2023T
6. Recipient Name and Address TENNESSEE, CITY OF SPRING HILL 199 TOWN CENTER PKWY SPRING HILL, TN 37174		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer Graig Temple	9a. Phone No. 9314510636	10. Name of FEMA Project Coordinator Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program	10a. Phone No. 1-866-274-0960
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11. Effective Date of This Action 09/15/2023	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 03/13/2024 to 03/12/2027 Budget Period 03/13/2024 to 03/12/2027
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15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
SAFER	97.083	2023-F2-GF01 - P410-xxxx-4101-D	\$0.00	\$3,181,736.09	\$3,181,736.09	\$0.00
Totals			\$0.00	\$3,181,736.09	\$3,181,736.09	\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA WILLIAMS, Assistant Administrator, Grant Programs	DATE 09/15/2023



REQUEST: **Approval of Resolution 23-201**
SUBMITTED BY: Dan Allen, Assistant City Administrator
Peter Hughes, Development Services Director
DATE: October 2, 2023
RE: To consider and approve an East of I-65 UGB to forward on to the Williamson County UGB Coordinating Committee.
ATTACHMENTS: Resolutions, Maps, and Staff Summary Report

PURPOSE:

Staff has prepared three resolutions for the East of I-65 UGB with the purpose of passing a resolution and forwarding the approved UGB on to the Williamson County UGB coordinating Committee.

BACKGROUND:

The City of Spring Hill initiated an Urban Growth Boundary process in October of 2021 with public engagement meetings. After the Public Engagement process, the city continued to participate in the Williamson County UGB coordination meetings, and in July of 2023 initiated the approval and recommendation process for the Spring Hill UGB expansion within Williamson County.

As a result, and in an effort to work with our partner communities and concerned citizens, staff has prepared four options that will allow for further discussion regarding the City of Spring Hill UGB adoption as follows:

- Option 1 (A): Keep the UGB as initially proposed
- Option 2 (B): Reduce the UGB to future commercial corridors and west of Lee Street.
- Option 3 (C): Reduce the UGB to match the citizen map presented to city staff on 9/19/2023

STAFF RECOMMENDATION:

Staff recommends the BOMA review the resolution packet, allow for public comments, and discuss each option. If further information or discussion is needed from staff, please reach out to Dan Allen. Once a decision is made, it will be forwarded on to the Williamson County UGB coordination committee for review.

MEMORANDUM



DATE: October 16, 2023
TO: Board of Mayor and Aldermen (BOMA)
UGB Coordinating Committee
FROM: Pete Hughes, Development Director
Pam Caskie, City Administrator
SUBJECT: City of Spring Hill East of I-65 UGB Expansion Explanation

Executive Summary:

Responsible growth planning is the cornerstone of thriving communities, and the City of Spring Hill is poised to take a significant step forward in this regard by expanding its Urban Growth Boundary (UGB) to include an eastern expansion from I-65 to Lewisburg Pike (431) within Williamson County, Tennessee. This expansion is based on thoughtful management of Middle Tennessee growth. Included within this memo is a summary of the City of Spring Hill UGB engagement process, key decision factors influencing the eastern expansion, and if annexation were to occur in this area what would be the process.

UGB engagement process:

The City of Spring Hill entered the planning process for an update to the Williamson County Urban Growth Boundary Plan in the Summer of 2021. To determine the proposed boundary of the Spring Hill UGB (within Williamson) city staff utilized current development trends, water sewer capacity development requirements, consideration of adopted planning documents (such as but not limited to the 2040 Spring Hill Rising Comp Plan), and the continuity of the currently adopted Maury County UGB with any additional UGB established within Williamson County.

The City of Spring Hill hosted a series of stakeholder meetings for UGB public input. Two in-person meetings were held at the City of Spring Hill City Hall in October of 2021. These meetings were led by the Development Director and Assistant City Administrator at the time. The public input resulted in collaborative discussion between the city, city residents, and unincorporated county residents. Following the public engagement meetings, findings of the public engagement were presented to both the City of Spring Hill Planning Commission and BOMA for consideration and further input which resulted in the originally proposed Spring UGB Boundary.

In July of 2023 the city initiated the public approval process of the UGB by the City of Spring Hill BOMA. The city followed notice requirements and went further to ensure those impacted by the UGB expansion were notified by mail based on the latest property information from the Williamson County parcel data. The city also updated the city website to include all generated UGB material for the public to review. Both the Planning Commission and BOMA approved the proposed UGB for consideration by the coordinating committee. Following input from the coordinating committee process a resolution was passed by BOMA in September 2023 to remove portions of the UGB based on the residents that attended the July meeting and expressed apprehension of their inclusion within the UGB.

Infrastructure Investment:

One of the primary drivers for expanding the UGB is the city's substantial investment in an I-65 interchange. This crucial infrastructure project enhances regional connectivity and accessibility, reducing traffic congestion and facilitating more efficient transportation. It serves as a catalyst for responsible growth, making the expansion of the UGB a logical step forward. The total financial investment the city will make in the I-65 interchange will be a minimum of 52 million dollars.

With the city's forward-thinking investment into critical infrastructure, identifying the areas east of I-65 ensures that sustainable growth principles can be utilized to manage growth. Sustainable growth principles will encourage higher quality of development, foster development that is compatible with the existing land uses, and ensure that all developments meet City standards.

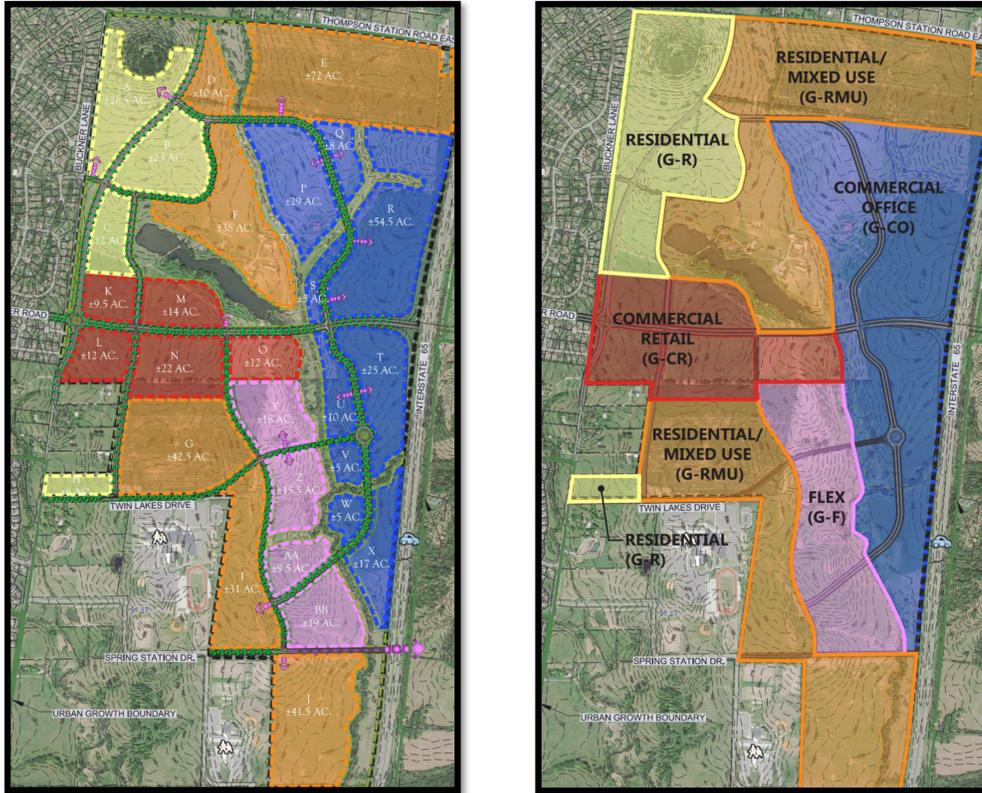
From a more practical perspective, once I-65 interchange is complete development will occur on the east side of I-65. There is not an interchange between Franklin and Nashville that is not fully developed. The city wants to be a partner with the community, the county, and the existing residents to ensure character defining development occurs that helps create a sense of place, that feels and looks like an enhanced Williamson County and Spring Hill.

Community Development and Economic Impact:

The approval of the June Lake Master Plan community is a testament to Spring Hill's commitment to planned development. The vision for the project is to develop a mixed-use community that brings together residential, commercial, office, institutional and recreational uses into a healthy and pedestrian friendly environment where people can live, work, shop and play. Key elements of the vision include the following:

- Create a walkable, live, work, shop and play community
- Be an inviting 'front door' for Spring Hill from the Interstate
- Become a Class A employment center for Spring Hill
- Add neighborhood and regional scale retail options
- Provide varied housing choices in a design-controlled environment
- Preserve and enhance natural site features
- Be a part of the regional traffic solution

June Lake Development enhances mobility but also promotes thoughtful community growth. Responsible urban development involves designing communities that are sustainable, accessible, and conducive to a high quality of life.



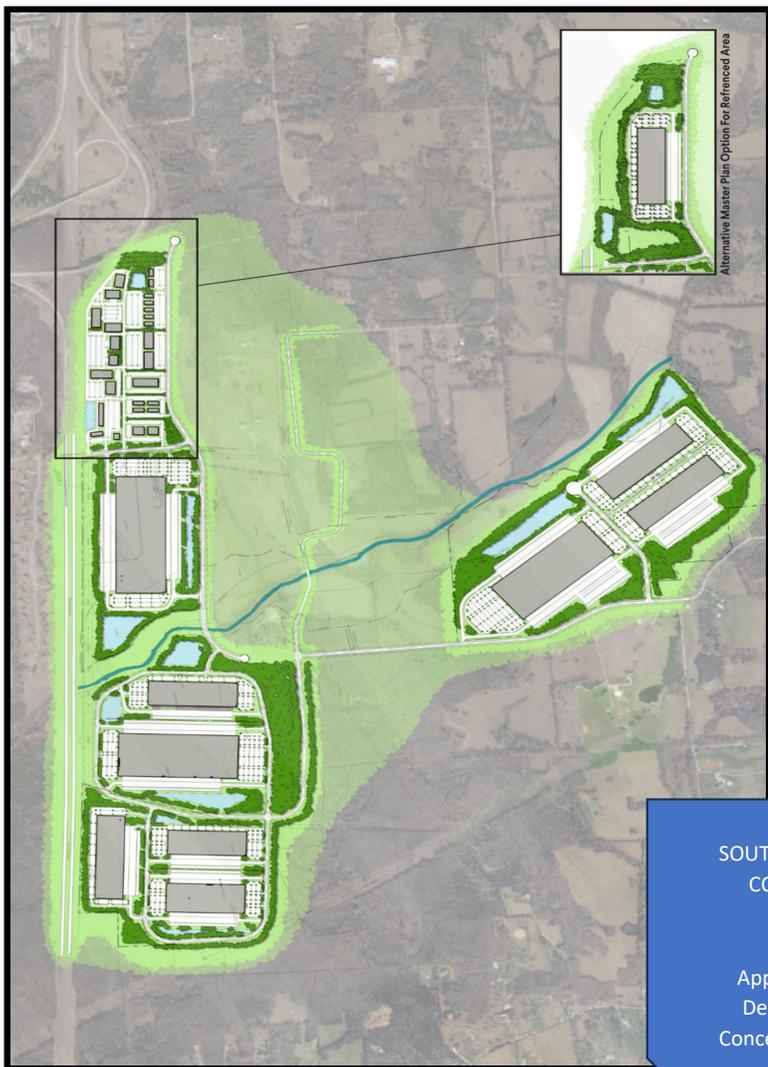
On the Left is June Lake PZD plan with designated acreage and on the right is June Lake PZD plan with intended future land use.

Perhaps one of the most significant opportunities for responsible growth lies in the approval of a large 5.7 million square foot industrial development in neighboring Maury County. While this development is outside Williamson County, its impact will be region-wide. The economic benefits, job opportunities, and increased regional competitiveness that result from this project highlight the importance of UGB benefits and aligning the Williamson County UGB with the Maury County UGB. In approving an economically, smart growth development such as this, the City of Spring Hill traded 1600 dwelling units vested under the previous TND zoning for 5.7 million square feet of industry that will reduce demands on City services while being an economic driver and diversifying the City of Spring Hill's tax base.

The South Nashville Commerce Center has the potential to benefit the City of Spring Hill, both Maury and Williamson Counties, the local residents of the before mentioned communities, along with the region by potentially providing 10,000 or more new jobs spanning all income ranges. Over time the project will facilitate critical infrastructure improvements, like transportation connectivity, roads, bridges, water distribution systems and sanitary sewer systems. The project also seeks to continue the City's vision of greenways and bike paths by extending their existing systems thru the project along Rutherford Creek.

PROJECT IMPACTS LONG TERM / ANNUAL

- | | | | |
|---------------------|---------------|----------------|-----------------|
| • Direct Employment | 5,867 | • Total Output | \$1,350,450,093 |
| • Total Employment | 9,041 | • Local Taxes | \$15,148,916 |
| • Direct Income | \$423,141,472 | • State Taxes | \$27,369,589 |
| • Total Income | \$550,874,480 | | |



Infrastructure Preparedness

Efficient infrastructure is a cornerstone of responsible urban growth. The presence of sewer lines on the east side of I-65, ready to accommodate growth, streamlines the development process. It ensures that growth occurs in areas where infrastructure is already in place, reducing the environmental footprint and ensuring efficient resource use. Additionally, with the approved projects listed above the City of Spring Hill will be accepting public improvements that increases the connectivity of the utility network.

The City of Spring Hill is also able to require development impact fees which further ensures that when development occurs the city is able to plan and invest in infrastructure to continue providing high level of public services. The city also requires developments as they received approval and are granted construction permits to improve public infrastructure to accommodate the impact of the proposed development. These improvements include ROW dedication based on direct nexus, construction of road improvements, construction of stormwater infrastructure, construction of sewer and water infrastructure, and appropriate buffering between uses to ensure compatibility with adjacent existing uses.

Long-term Vision for Public Safety and Service Expansion

The City of Spring Hill is committed like all of our Williamson County partners to ensure and provide for Public Safety for our residents and for our community.

The City has approved fire station number four and is making a concerted effort to fund the 12.5-million-dollar construction cost within the next fiscal budget. The addition of station four will expand the city coverage area and reduce response times. The city is also planning to locate a fire station within the expansion area service area co-located with the South Nashville Commerce development demonstrates the city's continued commitment to public safety and expand the fire response network to the east side of I-65. By providing essential services to the industrial development and the east side of I-65, Spring Hill ensures the well-being of its residents and neighboring communities as the Williamson County UGB expands east of I-65. As of September 2023, the city has been awarded the SAFFER grant which provide the financial support to hire and train 13 new firefighters. The city is prepared to continue providing fire services as Spring Hill, like the rest of Middle Tennessee continues to grow.

The city has also made a significant investment in expanding the City's Police series. The ongoing construction of a \$37.5 million headquarters reflects this commitment, ensuring that the city's services can expand and evolve over the next two decades.

Respecting Property Rights

It is essential to clarify that inclusion within the UGB does not result in any individual property being added to Spring Hill's jurisdictional boundary, the city limits. Property owners within the UGB will retain their property rights, allowing them to enhance and enjoy their land as they see fit. The primary benefit of the UGB expansion for the city is the ability to have a say in the development of the land if a property owner chooses to execute their rights. Tennessee state law requires annexation with property owner consent. A UGB designated property cannot be annexed without the property owner's consent.

Designation or inclusion of a property within the UGB also allows for the annexation to occur without need for a referendum. Annexation by referendum is a process where residents in the proposed area of the annexation vote to determine if they want to become part of a neighboring city or municipality. If a

property is included in the UGB annexation by ordinance occurs, which is a public process with public input meetings that provide a smoother and more collaborative path for growth.

Conclusion:

In conclusion, the expansion of the City of Spring Hill's Urban Growth Boundary east of I-65 to Lewisburg Pike (431) and aligning to the existing Maury County UGB is a critical step forward in responsible growth planning. It leverages significant infrastructure investments, promotes community development, facilitates economic growth and job creation, utilizes existing infrastructure efficiently, enhances public safety, and aligns with a long-term vision of prosperity. Moreover, it respects the property rights of landowners while allowing for a coordinated and sustainable approach to development. This expansion is a testament to Spring Hill's commitment to responsible growth that benefits not only its residents but the entire region, setting the stage for a bright and prosperous future.

RESOLUTION 23-201-A

A RESOLUTION TO REQUEST THE COORDINATING COMMITTEE TO CONSIDER REMOVAL OF ALL OF SPRING HILL'S EAST OF I-65 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 "Owl Hollow" neighborhood that is currently being considered for the City of Spring Hill's northwest Urban Growth Boundary; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen request that the Coordinating Committee consider adopting the proposed area East of I-65, as shown in the attached exhibit, to be included within the City of Spring Hill's Urban Growth Boundary.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 2nd day of October 2023.

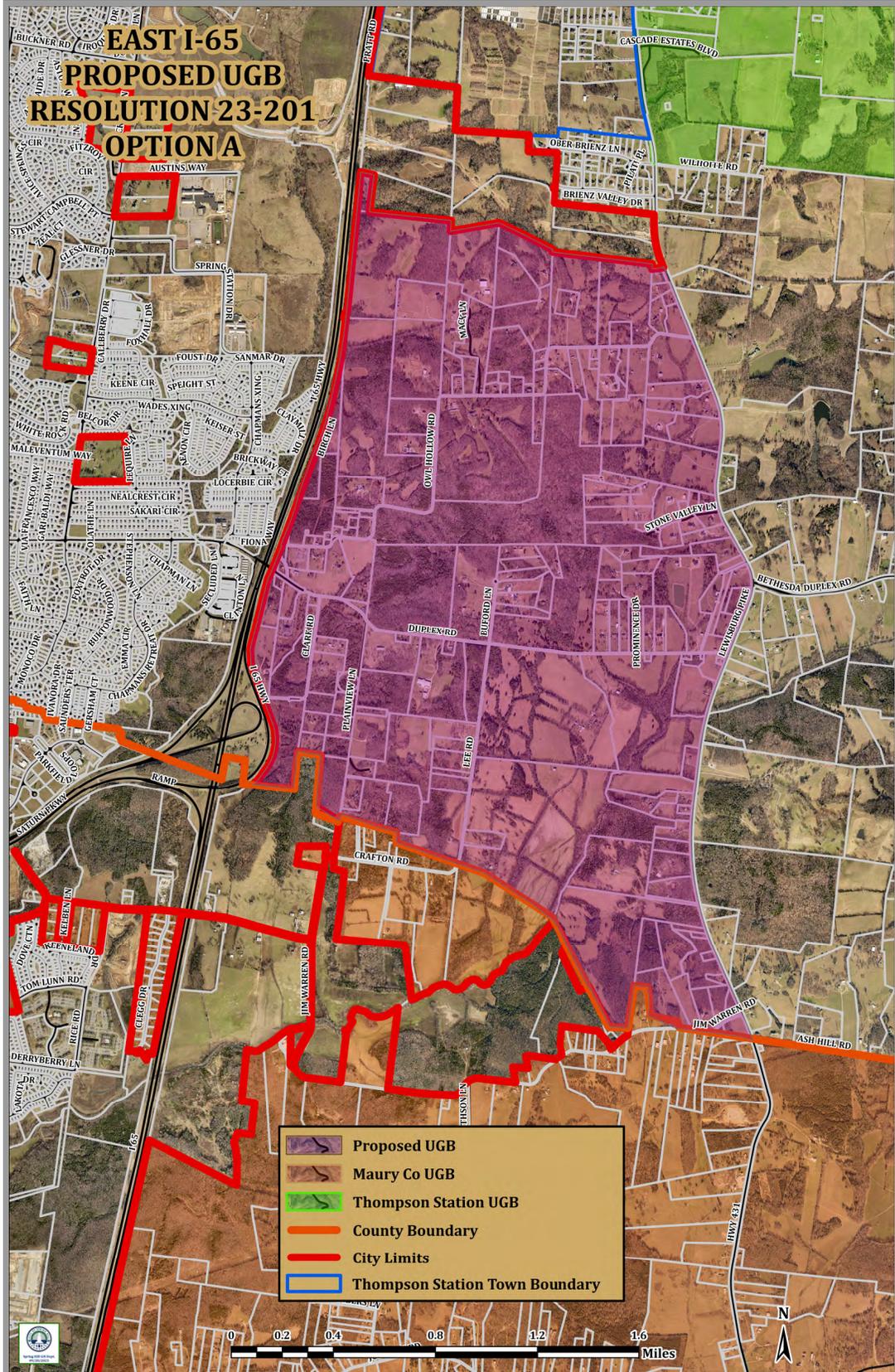
Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



RESOLUTION 23-201-B

A RESOLUTION TO REQUEST THE COORDINATING COMMITTEE TO CONSIDER REMOVAL OF A PORTION OF SPRING HILL’S EAST OF I-65 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 “Owl Hollow” neighborhood that is currently being considered for the City of Spring Hill’s northwest Urban Growth Boundary ; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen request that the Coordinating Committee consider removing a portion of the UGB area East of I-65 within the City of Spring Hill’s UGB, as depicted in Exhibit A attached herein and prepared by City that shows the UGB being reduced to include only the following:

1. 500’ South of the existing Spring Hill City Limits that extends to Lewisburg Pike, in order to manage the associated growth and development of future road alignments that may occur as a result of a June Lake Blvd. and I-65 interchange;
2. 500’ north and south of Duplex Road east of I-65 and extending to Lewisburg Pike, in order to manage the associated growth and impact of the new industrial development south of duplex road;
3. All area East of Lee Road, South of Duplex, and North of Crofton;

FURTHER BE IT RESOLVED that this area remain in rural Williamson County, and

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 2nd day of October 2023.

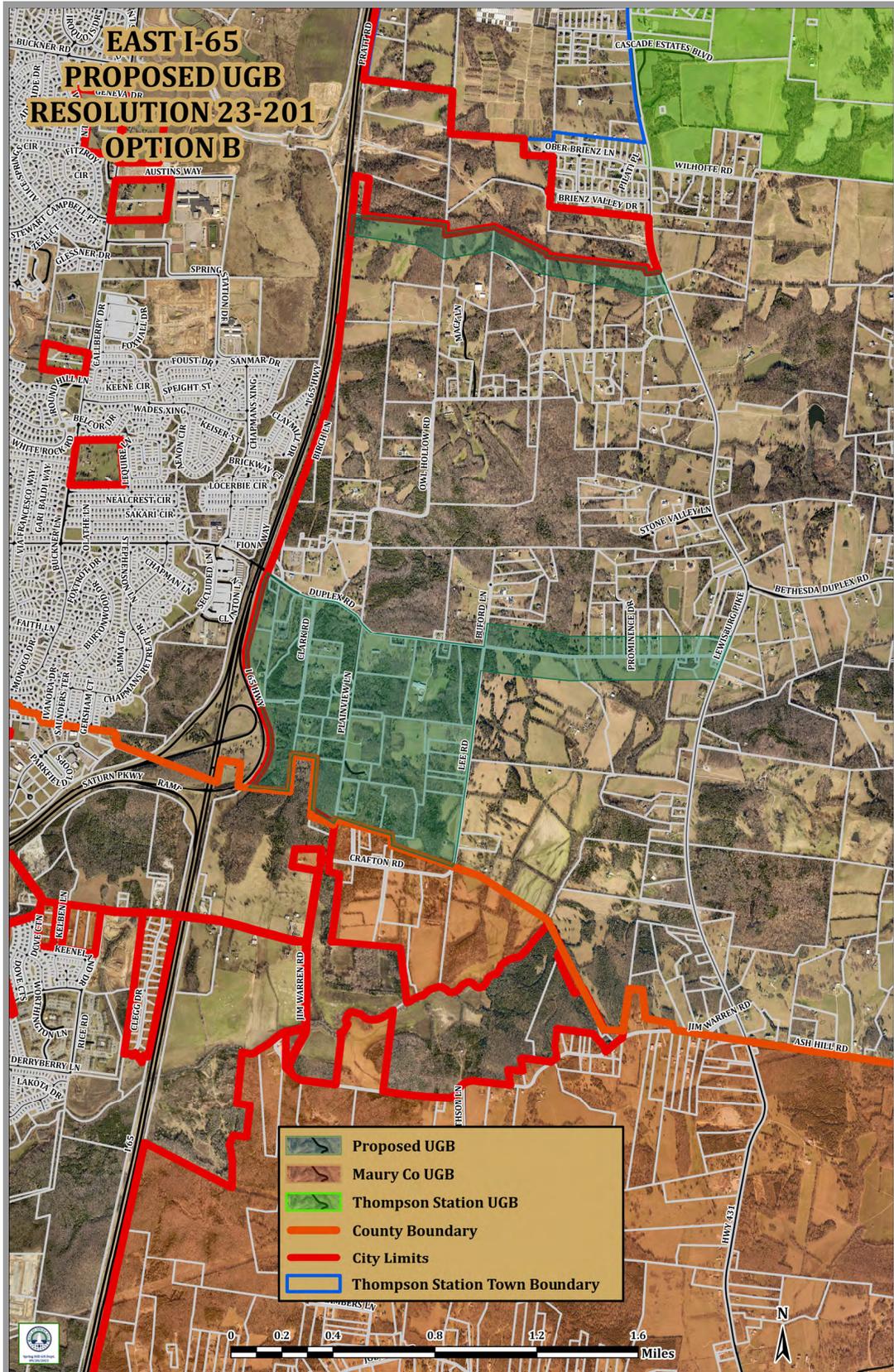
Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



RESOLUTION 23-201-C

**A RESOLUTION TO REQUEST THE COORDINATING COMMITTEE TO
CONSIDER REMOVAL OF A PORTION OF SPRING HILL'S EAST OF I-65 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 "Owl Hollow" neighborhood that is currently being considered for the City of Spring Hill's northwest Urban Growth Boundary ; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen request that the Coordinating Committee consider removing a portion of the UGB area East of I-65 within the City of Spring Hill's UGB, as depicted in Red in Exhibit A attached herein and prepared by Citizens affected by the UGB in the "Owl Hollow" area within Williamson County.

FURTHER BE IT RESOLVED that this area remain in rural Williamson County, and

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 2nd day of October 2023.

Jim Hagaman, Mayor

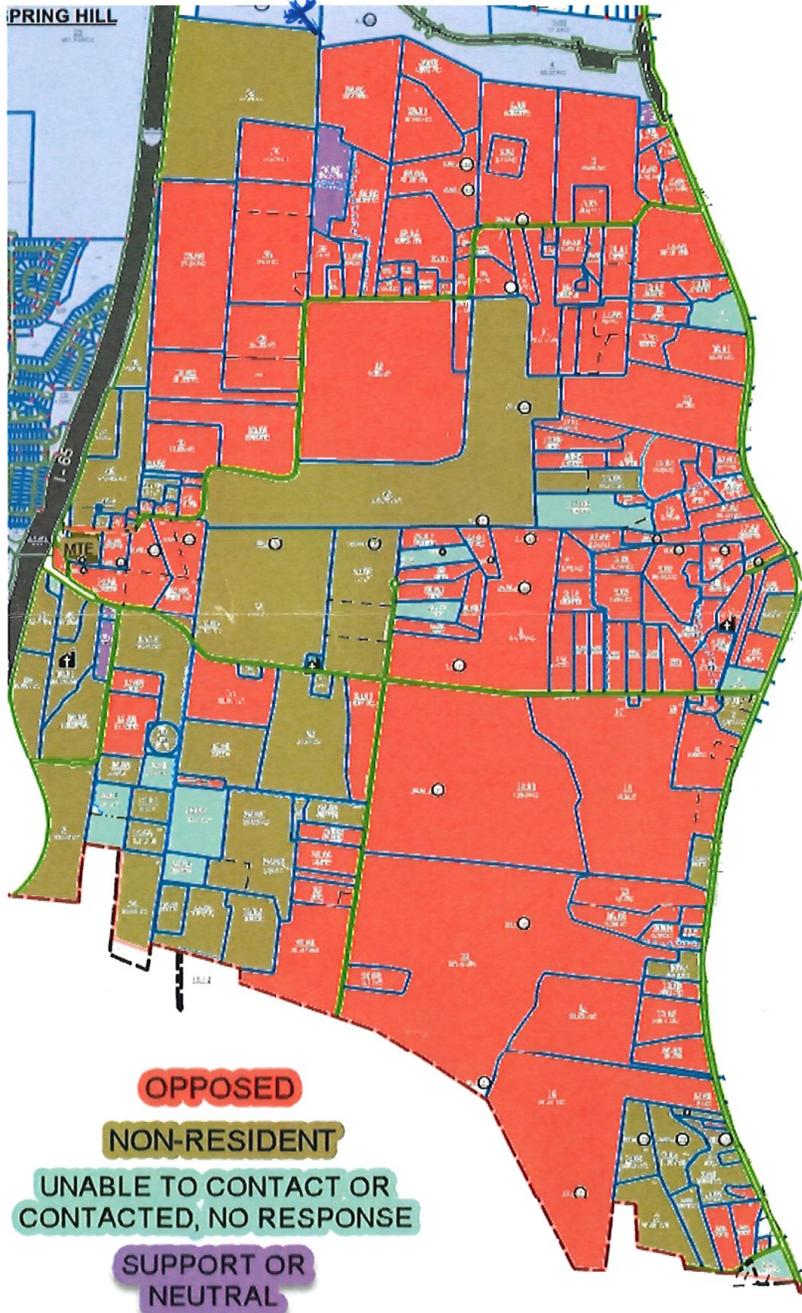
ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

PROPOSED SPRING HILL UGB DUPLEX RD - LEWISBURG PK - OWL HOLLOW RD





REQUEST: **Approval of Resolution 23-202**

SUBMITTED BY: **Dan Allen, Assistant City Administrator**
 Peter Hughes, Development Services Director

DATE: **October 2, 2023**

RE: **To consider and approve a Northwest UGB to forward on to**
 the Williamson County UGB Coordinating Committed.

ATTACHMENTS: **Resolutions, Maps, and Staff Summary Report**

PURPOSE:

Staff has prepared four resolutions for the Northwest UGB with the purpose of passing a resolution and forwarding the approved UGB on to the Williamson County UGB coordinating Committee.

BACKGROUND:

The City of Spring Hill initiated an Urban Growth Boundary process in October of 2021 with public engagement meetings. After the Public Engagement process, the city continued to participate in the Williamson County UGB coordination meetings, and in July of 2023 initiated the approval and recommendation process for the Spring Hill UGB expansion within Williamson County.

As a result, and in an effort to work with our partner communities and concerned citizens, staff has prepared four options that will allow for further discussion regarding the City of Spring UGB adoption. The options are prepared as follows:

Option 1 (A): Maintain the September 18, 2023 Proposed NW UGB

Option 2 (B): Eliminate the Proposed Northwest UGB in its entirety

Option 3 (C): Include all of the Northwest UGB as previously approved August 2023 (keep everything)

Option 4 (D): Reduce the NW UGB to include a new specified area shown in the attached exhibit



STAFF RECOMMENDATION:

Staff recommends the BOMA review the resolution packet, allow for public comments, and discuss each option. If further information or discussion is needed from staff, please reach out to Dan Allen. Once a decision is made, it will be forwarded on to the Williamson County UGB coordination committee for review.

MEMORANDUM



DATE: October 16, 2023
TO: Board of Mayor and Aldermen (BOMA)
UGB Coordinating Committee
FROM: Pete Hughes, Development Director
Pam Caskie, City Administrator
SUBJECT: City of Spring Hill Northwest UGB Expansion Explanation

Executive Summary:

Responsible growth planning is the cornerstone of thriving communities, and the City of Spring Hill is poised to take a significant step forward in this regard by expanding its Urban Growth Boundary (UGB) to include a north west expansion of the Boundary within Williamson County, Tennessee. This expansion, is based on intentional and thoughtful management of Middle Tennessee growth. Included within this memo is a summary the City of Spring Hill UGB engagement process, how preservation of the duck river basin is critical, and if annexation were to occur in this area what would be the process.

UGB engagement process:

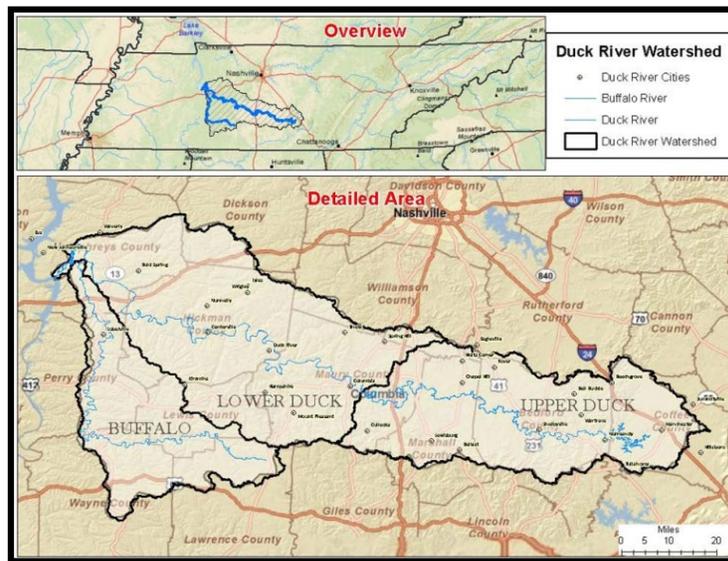
The City of Spring Hill entered the planning process for an update to the Williamson County Urban Growth Boundary Plan in the Summer of 2021. To determine the proposed boundary of the Spring Hill UGB (within Williamson) city staff utilized current development trends, water sewer capacity development requirements, consideration of adopted planning documents (such as but not limited to the 2040 Spring Hill Rising Comp Plan), and the continuity of the currently adopted Maury County UGB with any additional UGB established within Williamson County.

The City of Spring Hill hosted a series of stakeholder meetings for UGB public input. Two in-person meetings were held at the City of Spring Hill City Hall in October of 2021. These meetings were led by the Development Director and Assistant City Administrator at the time. The public input resulted in collaborative discussion between the city, city residents, and unincorporated county residents. Following the public engagement meetings, findings of the public engagement were presented to both the City of Spring Hill Planning Commission and BOMA for consideration and further input which resulted in the originally proposed Spring UGB Boundary.

In July of 2023 the city initiated the public approval process of the UGB by the City of Spring Hill BOMA. The city followed notice requirements and went further to ensure those impacted by the UGB expansion were notified by mail based on the latest property information from the Williamson County parcel data. The city also updated the city website to include all generated UGB material for the public to review. Both the Planning Commission and BOMA approved the proposed UGB for consideration by the coordinating committee. Following input from the coordinating committee process a resolution was passed by BOMA in September 2023 to remove portions of the UGB based on the residents that attended the July meeting and expressed apprehension of their inclusion within the UGB.

Duck River Basin:

The Duck River watershed spans approximately 3,500 square miles, encompassing portions of twelve Tennessee counties, one of which is Williamson. The Duck originates near the City of Manchester in and empties into Kentucky Lake on the Tennessee River. The Duck River is considered one of the most biologically diverse rivers in North America. More than 250,000 middle Tennessee residents rely on the Duck River as their primary and sole source of water.



The primary reason the UGB was proposed to expand its Northwest Boundary was to consolidate all of Williamson County's Duck River Watershed within one city's growth plan. Expanding the Williamson County Urban Growth Boundary (UGB) within the City of Spring Hill, Tennessee, to manage development within the Duck River Basin and Watershed can offer several significant benefits. Here are some key advantages of such an expansion:

1. Expanding the UGB allows Spring Hill to protect the natural environment and ecological diversity within the Duck River Basin and Watershed. By preventing unplanned urban sprawl, sensitive ecosystems, critical wildlife habitats, and the overall biodiversity of the area can be conserved. This preservation can also enhance water quality and support endangered or threatened species.
2. Regulatory Compliance: By taking proactive steps to protect the Duck River Basin and Watershed, Spring Hill can remain in compliance with state and federal environmental regulations. Avoiding legal challenges, fines, and negative publicity associated with environmental violations contributes to the city's long-term sustainability and fiscal responsibility.

Expanding the Williamson County UGB to manage development within the Duck River Basin and Watershed is a strategic and environmentally responsible decision for Spring Hill and Williamson County. It not only safeguards the city's natural resources but also supports economic growth, community health, and long-term sustainability.

Long-term Vision for Public Safety and Service Expansion

The City of Spring Hill is committed, like all of our Williamson County partner communities, to ensure and provide for Public Safety for our residents and for our community.

The City has approved fire station number four and is making a concerted effort to fund the 12.5-million-dollar construction cost within the next fiscal budget. The addition of station four will expand the city coverage area and reduce response times. As of September 2023, the city has been awarded the SAFER grant which provide the financial support to hire and train 13 new firefighters. The city is prepared to continue providing fire services as Spring Hill, like the rest of Middle Tennessee continues to grow.

The city has also made a significant investment in expanding the City's Police services. The ongoing construction of a \$37.5 million headquarters reflects this commitment, ensuring that the city's services can expand and evolve over the next two decades.

Consistency with Maury County UGB:

When developing the proposed NW UGB, the City of Spring Hill sought to establish consistency with the Maury County UGB that follows Sugar Ridge Road. The proposed western boundary line of the NW UGB is Sugar Ridge Road which is consistent with the already established Maury County UGB.

Respecting Property Rights

It is essential to clarify that inclusion within the UGB does not result in any individual property being added to Spring Hill's jurisdictional boundary, the city limits. Property owners within the UGB will retain their property rights, allowing them to enhance and enjoy their land as they see fit. The primary benefit of the UGB expansion for the city is the ability to have a say in the development of the land if a property owner chooses to execute their rights. ever occur. Tennessee state law requires annexation with property owner consent. A UGB designated property cannot be annexed without the property owner's consent.

Designation or inclusion of a property within the UGB also allows for the annexation to occur without need for a referendum. Annexation by referendum is a process where residents in the proposed area of the annexation vote to determine if they want to become part of a neighboring city or municipality. If a property is included in the UGB annexation by ordinance occurs, which is a public process with public input meetings that provide a smoother and more collaborative path for growth.

Conclusion:

In conclusion, the expansion of the City of Spring Hill's Urban Growth Boundary into the Northwest was carefully considered. The proposed expansion accounts for future emergency services, environmental stewardship, intentional growth management, and consistency with the established Maury County UGB.

RESOLUTION 23-202-A

**A RESOLUTION TO REQUEST THE COORDINATING COMMITTEE TO
CONSIDER REMOVAL OF A PORTION 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 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,

WHEREAS, the Board of Mayor and Alderman would be ratifying the same UGB resolution passed September 18, 2023; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen request that the Coordinating Committee consider removing a portion of the northwest area of the City of Spring Hill's UGB, as depicted in Exhibit A attached herein and as Approved on September 18, 2023.

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 shall 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 2nd day of October 2023.

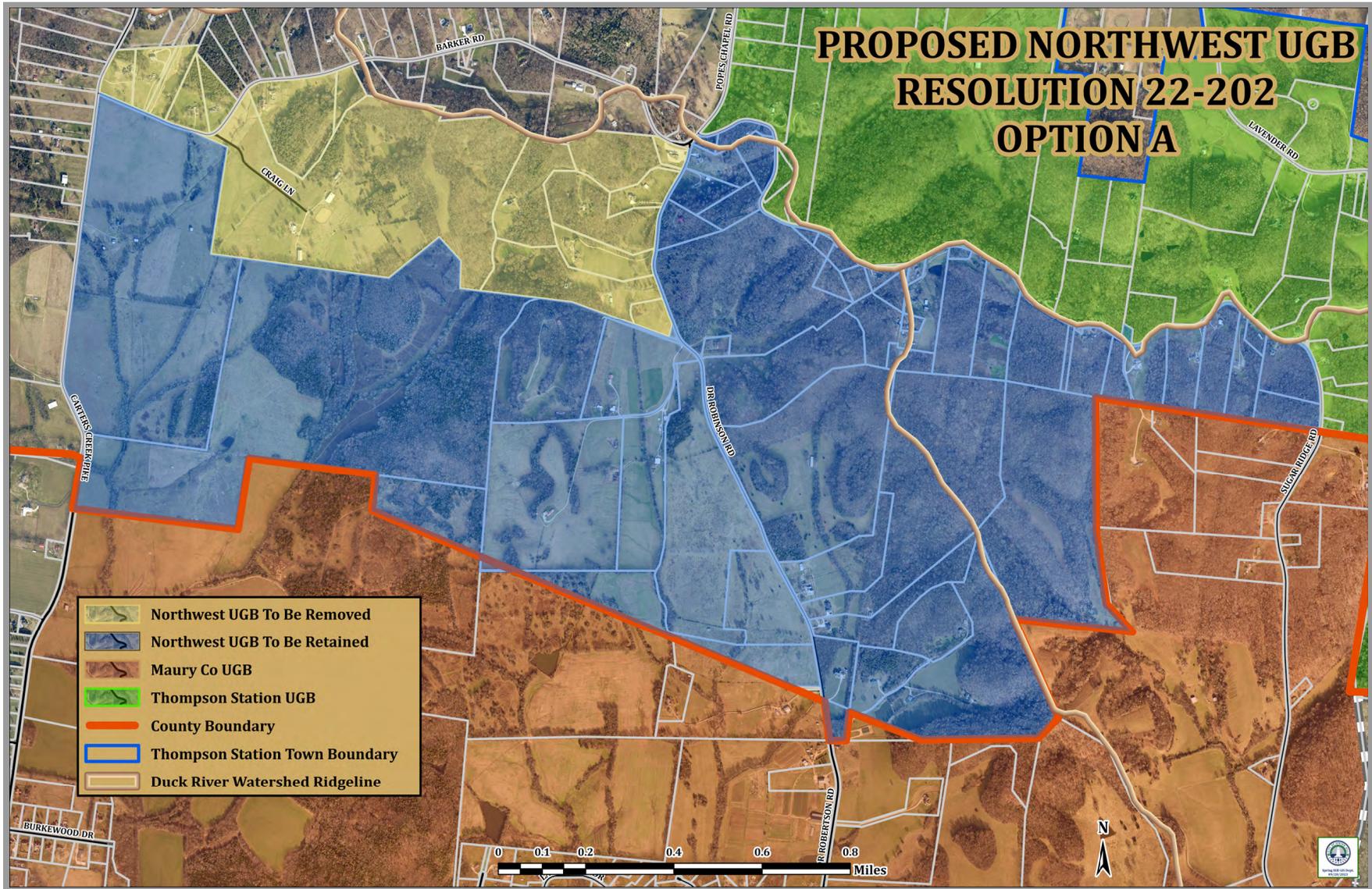
Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



RESOLUTION 23-202-B

A RESOLUTION TO REQUEST THE COORDINATING COMMITTEE TO CONSIDER REMOVAL OF ALL 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

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen request that the Coordinating Committee consider removing all of the Proposed Northwest UGB of the northwest area of the City of Spring Hill's UGB, as depicted in Exhibit A attached herein.

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 shall 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 2nd day of October 2023.

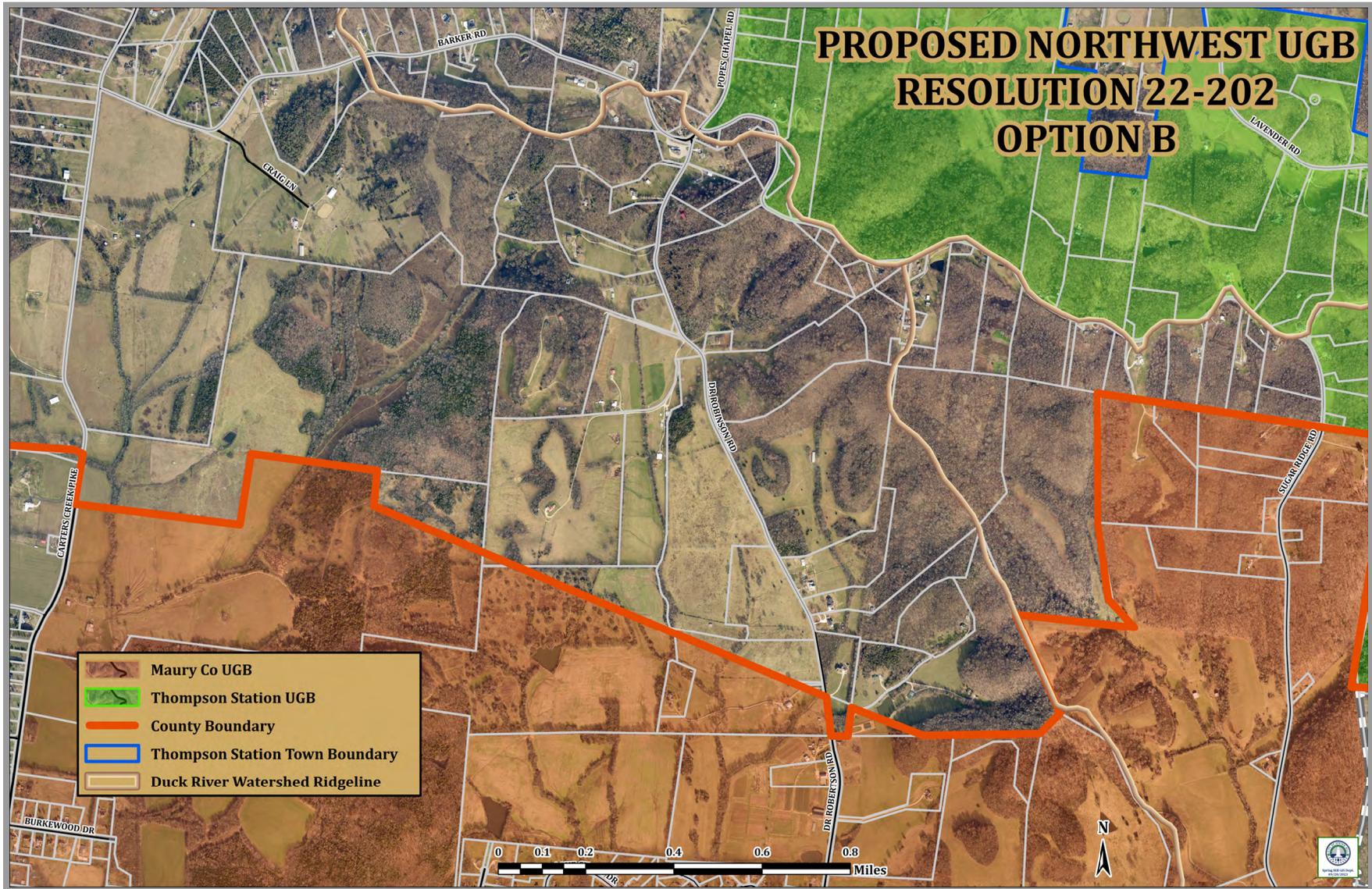
Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



RESOLUTION 23-202-C

**A RESOLUTION TO REQUEST THE COORDINATING COMMITTEE TO
CONSIDER ADOPTION OF SPRING HILL'S NORTHWEST UGB WITHIN 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

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen request that the Coordinating Committee consider including all of the Northwest UGB of the northwest area of the City of Spring Hill's UGB, as depicted in Exhibit A attached herein as approved on July 17, 2023 .

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 shall 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 2nd day of October 2023.

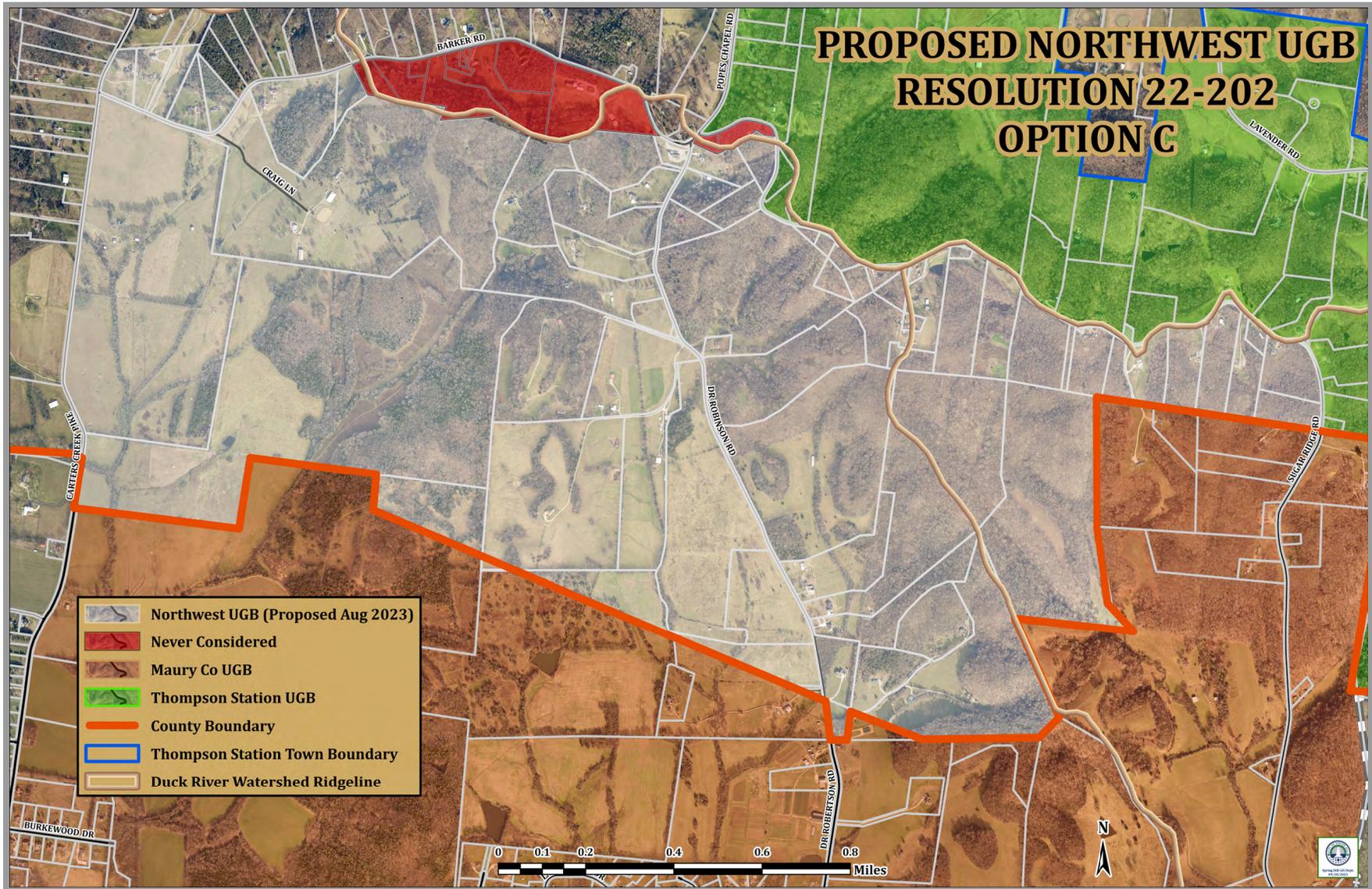
Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



RESOLUTION 23-202-D

**A RESOLUTION TO REQUEST THE COORDINATING COMMITTEE TO
CONSIDER REMOVAL OF A PORTION 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 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,

WHEREAS, the Board of Mayor Alderman would be ratifying the same UGB resolution passed September 18, 2023; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen request that the Coordinating Committee consider removing a portion of the northwest area of the City of Spring Hill's UGB, as depicted in Exhibit A attached herein;

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 shall 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 2nd day of October 2023.

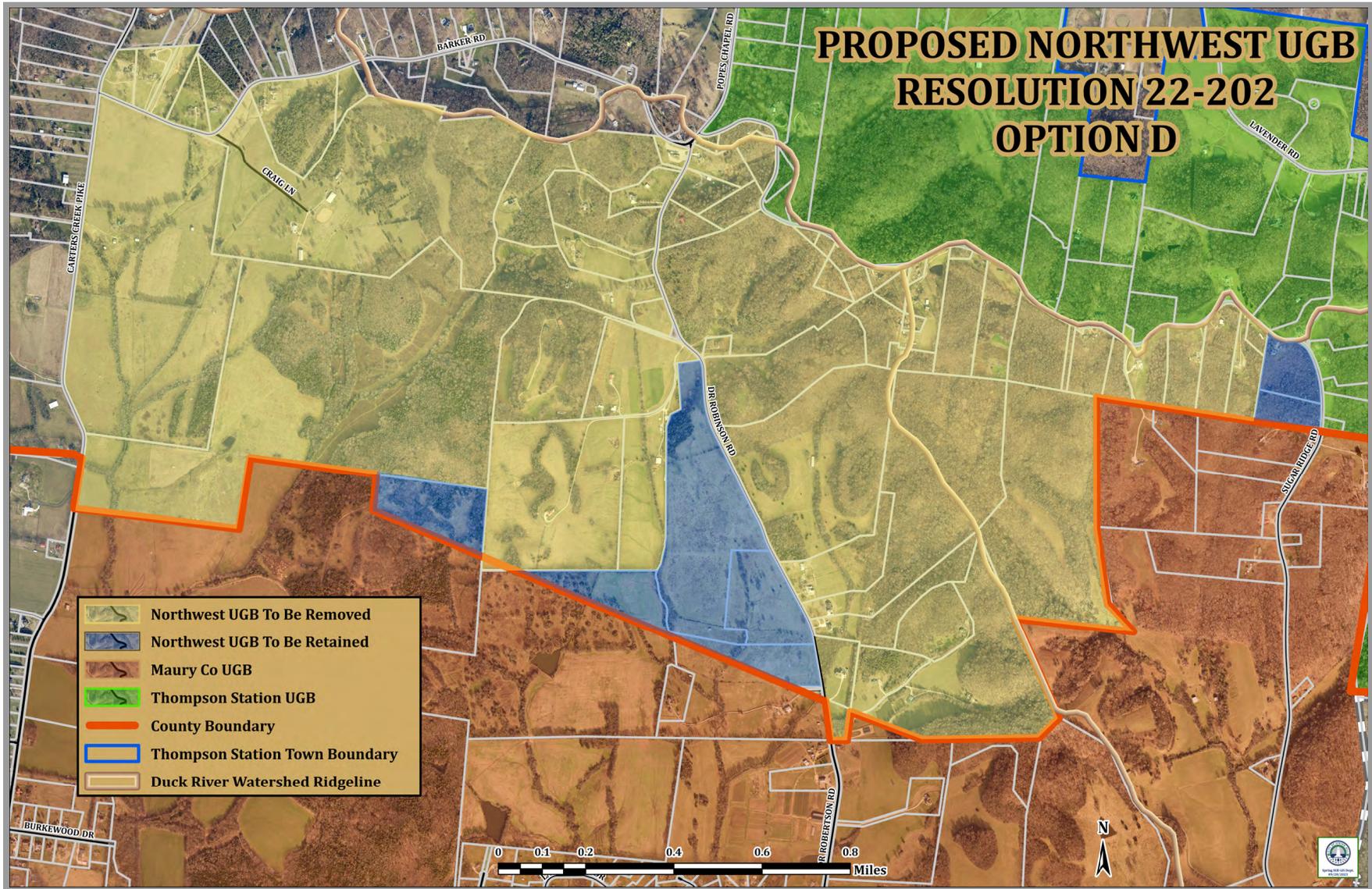
Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



**BOMA AGENDA NOTES
MONDAY, OCTOBER 2, 2023**

CONSENT AGENDA:

1. **Consider Resolution, 23-189, to accept a 5-year contract with Flock Safety license plate recognition cameras.** The Police department has 7 (seven) Flock System License Plate Recognition cameras in the city that read rear license plates to check for wanted vehicles from the NCIC data base. The current annual price is \$2,500 per camera. Flock Safety is proposing a 5- year contract that will lock in the pricing of the cameras. price will remain at \$2,500 per camera, during the contract. If the contract is not approved, the cost of each camera will be \$3000.00. The police department will also purchase at least 4 new cameras this budget Year. The cost for the new cameras will be included in this contract for \$2500. Don Brite, Police Chief
2. **Consider Resolution 23-190, to approve contract for annual HVAC services.** To establish a contract with an HVAC Company for Preventative Maintenance services on the HVAC Units for City of Spring Hill facilities with the exception of the fire department. The fire department has obtained their own HVAC contract via Resolution 23-62. Tyler Scroggins, Public Works Director
3. **Consider Resolution 23-191, to approve contract for annual roofing services.** To establish a contract with an Roofing Company for Preventative Maintenance services on the roofs for the City of Spring Hill facilities. Tyler Scroggins, Public Works Director
4. **Consider Resolution 23-192, to approve contract for annual plumbing services**To establish a contract with an plumbing Company for plumbing Maintenance services for the City of Spring Hill facilities. Tyler Scroggins, Public Works Director
5. **Consider Resolution 23-193, to authorize the purchase of six scout plus devices through Miovision, a sole source vendor.** To approve the purchase of 6 scout plus devices from Miovision, a sole source vendor. Our current traffic count equipment is outdated and in need of replacement. The video detection provided by the scout plus device includes travel time summaries, turning movement counts, and speed which will assist the traffic department on making informed decisions on temporary traffic control requests, detours and multi-modal circulation. Tyler Scroggins, Public Works Director
6. **Consider Resolution 23-194, to approve renewal of professional services agreement with Volkert 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 Volkert. Pete Hughes, Development Services Director and Tyler Scroggins, Public Works Director
7. **Consider Resolution 23-196, to approve fee in lieu from HaverHill Properties (Fast Pace Health) for the construction of bike lanes on Old Port Royal Road.** Accept Fee in Lieu for Bike Lanes on

Old Port Royal Road associated with STP 1363-2023 for Fast Pace Health. Pete Hughes, Development Services Director

8. **Consider Resolution 23-197, to approve special event permit for Well Spring Church 20th Anniversary.** To approve Well Spring Church Special Event. Pete Hughes, Development Services Director
9. **Consider Resolution 23-198, to approve special event permit for the Grey Ghost 5k, 10k, and fun run.** To approve Grey Ghost 5K. Pete Hughes, Development Services Director

PREVIOUS BUSINESS

1. **Consider Ordinance 23-15, to amend the City of Spring Hill Municipal Code by adding a new chapter 4, revising the City Spring Hill's personnel system.** To modify the adoption procedures for personnel policies. Richard Stokes, HR Director.

NEW BUSINESS:

1. **Consider Resolution 23-203, adopting the current personnel policies.** This resolution adopts the current employee handbook. Richard Stokes, HR Director.
2. **Consider Ordinance 23-16, to amend Ordinance 18-21, the same being the zoning ordinance and official zoning map of the City of Spring Hill, by rezoning approximately 9.6 acres known as 2705 Buckner Road Williamson Parcel 154 06501.0001111154 from AG to R2 (Agriculture to Residential R-2).** 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. Pete Hughes, Development Services Director
3. **Consider 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, Spring Hill, Tennessee.** Execute a lease agreement with John Maher Builder for office space 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 63 months beginning Oct 1, 2023 with the option to renew for an additional three years past the initial term. Pete Hughes, Development Services Director and Missy Stahl, CIP Manager

4. **Consider Resolution 23-179, to authorize the Mayor to sign a letter stating the City of Spring Hill will terminate the lease with World Wide Stages Spring Hill, LLC early in accordance with Resolution 23-85.** 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. Pete Hughes, Development Services Director and Missy Stahl, CIP Manager
5. **Consider Resolution 23-199, to approve amendments to the City of Spring Hill Neighborhood Sidewalk Program.** The City's Neighborhood Sidewalk Program was established in 2014 through which sidewalk installation can be requested by HOAs or citizens. The program policy has not been updated since origination. The TAC has recommended minor changes. Missy Stahl, CIP Manager
6. **Consider Resolution 23-200, to authorize acceptance of the FEMA Safer Grant to employ additional firefighters.** The purpose of this resolution is to accept the grant award by FEMA for the hiring of (13) thirteen firefighters. Graig Temple, Fire Chief
7. **Consider Resolution 23-201(A), 201(B) and 201(C), to request the coordinating committee to consider removal of all of Spring Hill's East of I-65 UGB from the Williamson County Growth Plan.** Staff has prepared three options for the BOMA to consider regarding the proposed urban growth boundary for East of I-65.

Option 1 (A): Keep the UGB as initially proposed

Option 2 (B): Reduce the UGB to future commercial corridors and west of lee street.

Option 3 (C): Reduce the UGB to match the citizen map presented to city staff on 9/19/2023

Staff has attached three different resolutions, three different map exhibits associated with the resolutions, a staff report regarding the importance of the East of I-65 expansion, and a brief staff memo. Dan Allen, Assistant City Administrator and Pete Hughes, Development Services Director

8. **Consider Resolution 23-202(A), 202(B), 202 (C) and 202 (D), confirming the city's request for a Northwest UGB .** Summary: Staff has prepared four options for the BOMA to consider the proposed urban growth boundary for Northwest UGB.

Option 1 (A): Maintain the September 18, 2023 Proposed NW UGB

Option 2 (B): Eliminate the Proposed Northwest UGB in its entirety

Option 3 (C): Include all of the Northwest UGB as previously approved August 2023 (keep everything)

Option 4 (D): Reduce the NW UGB to include a new specified area shown in the attached exhibit

Staff has attached four different resolutions, four different map exhibits associated with the resolutions, a staff report regarding the importance of the Northwest UGB, and a brief staff memo. Dan Allen, Assistant City Administrator and Pete Hughes, Development Services Director

WORK SESSION/DISCUSSION:

NONE