



**CITY OF SPRING HILL**  
**BOARD OF MAYOR AND ALDERMEN**  
**MEETING PACKET**  
**JANUARY 5, 2026**  
**6:00 PM**

Board of Mayor and Aldermen:

Matt Fitterer, Mayor  
Trent Linville, Vice-Mayor  
Erinn Hartwell  
Brent Murray  
Jaimee Davis  
John Canepari  
Vincent Fuqua  
Scott Wernert  
Alex Jimenez

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

***Phone 931.486.2252***  
***Fax 931.486.0516***  
***[www.springhilltn.org](http://www.springhilltn.org)***

**CITY OF SPRING HILL  
BOARD OF MAYOR AND ALDERMEN  
MEETING AGENDA  
JANUARY 5, 2026  
6:00 PM**

**Call Regular Meeting to Order**

**Stipulation of Members Present**

**Invocation**

**Pledge of Allegiance**

**Approval of the Agenda**

**Mayor's Comments**

**Retirement Presentation**

Doyle Garth McCrary, Water Treatment Plant

**City Administrator/Department Head Comments**

**Citizen Comments**

**Acknowledgements**

**PUBLIC HEARING**

- 1. Ordinance 25-28, to adopt Budget Amendment #2 for Fiscal year 2025-2026**
- 2. Ordinance 25-29, an ordinance establishing a sewer moratorium, adopting a one-time sewer capacity allocation framework, lifting prior suspensions of development applications subject to that framework and superseding prior actions that conflict herewith.**

**Citizen comments on Public Hearing Items**

**VOTING AGENDA**

**CONSENT ITEMS**

- 1. Consider Resolution 26-01, to approve blanket purchase orders for essential vendors for Public Works Construction Crew for remainder of fiscal year 2025-2026.**

This resolution would allow for blanket purchase orders that may be over \$25,000 be allowed for essential vendors that provide crucial materials/services may be needed for to complete CIP projects in a timely manner. Tyler Scroggins, Public Works Director

**Attachment:** [Resolution 26-01\\_to Approve Blanket Purchase Orders for Essential Vendors for Public Works Construction Cr x.pdf](#)

**Attachment:** [Construction Crew Memo.pdf](#)

**Attachment:** [Exhibit A.pdf](#)

- 2. Consider Resolution 26-02, to approve emergency expenditures for asphalt for the Buckner Lane/June Lake Boulevard Intersection.**

This resolution will approve an emergency expenditure that was required to complete the final asphalt layer installation at the Buckner Lane/June Lake Boulevard intersection. Missy Stahl, CIP Director

**Attachment:** [Resolution 26-02\\_asphalt at Buckner June Lake x.pdf](#)

**Attachment:** [Rogers emergency asphalt memo.pdf](#)

**Attachment:** [017286 City of SH Buckner Int Invoice Cover.pdf](#)

**Attachment:** [Resolution 25-252\\_to approve the use of city contracts to complete Buckner Lane at June Lake Blvd intersection i.pdf](#)

- 3. Consider Resolution 26-03, to modify the Fire Department Authorized Strength Position Description.**

Resolution will allow for a change in the job description of the Assistant Chief of Training (A501) to be re-classified as a Division Chief of Training (A401) which aligns more appropriately with job duties and responsibilities. Graig Temple, Fire Chief

**Attachment:** [Resolution 26-03\\_Job Description Change Division Chief x.pdf](#)

Attachment: [Resolution Memo Job Classification - Division Chief.pdf](#)

Attachment: [Proposed Job Description Division Chief Training x.pdf](#)

**4. Consider Resolution 26-04, to authorize the mayor to execute an agreement (GV)**

This resolution approves agreement that will resolve uncertainties. Patrick Carter, City Attorney

Attachment: [Resolution 26-04\\_a resolution to authorize the mayor to execute an agreement - GV.pdf](#)

**5. Consider Resolution 26-05, to authorize the mayor to execute an agreement. (SHH)**

This resolution approves agreement that will resolve uncertainties. Patrick Carter, City Attorney

Attachment: [Resolution 26-05\\_a resolution to authorize the mayor to execute agreement - SHH.pdf](#)

**6. Consider Resolution 26-06, authorizing the mayor to execute Amendment 1 to Grant Contract No. 83865 between the State of TN Department of Environment & Conservation and the City of Spring Hill.**

This resolution authorizes the mayor to execute Amendment One to Grant Contract No. 83865 with the State of Tennessee, Department of Environment and Conservation, revising the grant term and replacing Attachments A and B, with all other terms remaining in effect upon State approval. Matt Fitterer, Mayor

Attachment: [Resolution 26-06\\_authorize mayor to sign Amendment 1 TDEC Contract 83865.pdf](#)

Attachment: [32701-25-392\\_DWR\\_AMP\\_Spring\\_Hill\\_AMD\\_1\\_ready\\_for\\_signature.pdf](#)

**7. Consider Resolution 26-09, authorizing blanket purchase orders for Capital Improvements at the Water and Sewer Division Temporary Headquarters.**

Resolution to approve blanket PO's for Lowe's and Home Depot for various items. These items are to be used for the capital improvements for the temporary Water and Sewer Headquarters. Dan Allen, ACA, GM Spring Hill Water

Attachment: [Resolution 26-09 Blanket PO\\_s for SH Water HQ.pdf](#)

Attachment: [Memo Blanket PO\\_s - 25-09 x.pdf](#)

**8. Consider Resolution 26-10, to authorize the disposal of Public Works equipment on GovDeals.**

Resolution is to authorize the city to dispose of assets by auction that have reached the end of their useful life. Disposal method is pursuant to our purchasing policy. Kyle Therriault, Purchasing Agent

Attachment: [Resolution 26-10\\_surplus equipment sale\\_Jan-26\\_v2.pdf](#)

**9. Consider Resolution 26-11, to reclassify an Authorized Position in the Finance Department for Fiscal Year 2025-2026.**

The Finance Department currently has one authorized Receptionist position. Over time, the responsibilities associated with this position have expanded beyond traditional front-desk duties to include a broader range of administrative and confidential support functions. These duties include providing direct administrative assistance to the Finance Director, coordinating departmental activities, and supporting financial operations. This action carries no financial impact. Rebecca Holden, Finance Director

Attachment: [Resolution 26-11\\_Personnel Reclassification x.pdf](#)

Attachment: [memo\\_Res 26-11 x.pdf](#)

**10. Consider Resolution 26-12, to authorize the evaluation of the aerator 2B gearbox at the Water Reclamation Facility.**

The purpose of this resolution is to authorize the evaluation of Aerator 2B Gearbox at the Water Reclamation Facility. Ryan LaMunyon, AGM-SHW

Attachment: [Resolution 26-12\\_to authorize the evaluation for Aerator 2B.pdf](#)

Attachment: [Memo-Authorization to evaluate Aerator 2B Gearbox.pdf](#)

Attachment: [WRF- Aerator 2B-Evaluation Quote.pdf](#)

Attachment: [Resolution 23-209\\_John Bouchard - General Pump and Services Contract x.pdf](#)

**11. Consider Resolution 26-13, to adopt a revised schedule of authorized positions for fiscal year 2025-2026.**

This resolution will reclassify a Water Treatment Operator 3 position to a Water Treatment 1 position. Jeremy Vanderford Spring Hill Water - AGM

Attachment: [Resolution 26-13\\_Revised Schedule Of Authorized Positions.pdf](#)

Attachment: [BOMA Packet Memo x.pdf](#)

**PREVIOUS BUSINESS**

**1. Consider Second and Final Reading of Ordinance 25-28, to adopt Budget Amendment #2 for Fiscal year 2025-2026.**

Budget Amendment #2. Rebecca Holden, Finance Director

Attachment: [Ordinance 25-28.pdf](#)

Attachment: [MEMO Ordinance 25-28.pdf](#)

**2. Consider Second and Final Reading of Ordinance 25-29, an ordinance establishing a sewer moratorium, adopting a one-time sewer capacity allocation framework, lifting prior suspensions of development applications subject to that framework and superseding prior actions that conflict herewith.**

Final reading of an ordinance to formally establish a sewer moratorium, allocate remaining sewer capacity, and establish allocation enforcement provisions. Carter Napier, City Administrator; Patrick Carter, City Attorney; Dan Allen, ACA, GM; Dara Sanders, Development Services Director

Attachment: [ORD 25-29 Sewer Moratorium and Capacity Allocation .pdf](#)

Attachment: [Memo Ordinance 25-29 to declare a sewer moratorium and allocate remaining sewer capacity X.pdf](#)

## **NEW BUSINESS**

**1. Consider Resolution 26-07, authorizing the purchase of a city-leased building located at 8060 Station Hill Drive from John Maher Builders, Inc.**

This resolution authorizes the purchase of the Station Hill Drive office building currently being leased and occupied by city personnel. Carter Napier, City Administrator; Missy Stahl, CIP Director

Attachment: [Resolution 26-07 purchase of Station Hill Building.pdf](#)

Attachment: [Station Hill purchase memo.pdf](#)

Attachment: [40846962-v2-Station Hill PSA - Maher.pdf](#)

Attachment: [Station Hill signed20251216.pdf](#)

**2. Consider Resolution 26-08, adopting a Budget Policy and repealing prior adopted Budget Policies.**

This resolution approves the City of Spring Hill's updated Budget Policy for review and adoption by the Board of Mayor and Aldermen. Upon adoption, this policy will become effective January 5th, 2026, and will supersede Resolution 23-174. Rebecca Holden, Finance Director; Chelsea Perryman, Budget and Performance Manager

Attachment: [Resolution 26-08 to adopt a Budget Policy.pdf](#)

Attachment: [Budget Policy Update Memo.pdf](#)

Attachment: [Spring Hill Budget Policy.pdf](#)

Attachment: [Spring Hill Budget Policy Old Red line.pdf](#)

**3. Consider Resolution 26-14 A, authorizing a Reimbursement Agreement with the City of Columbia for Engineering Services to evaluate the feasibility of conveying wastewater from the City of Spring Hill to the City of Columbia's Treatment Facilities.**

The Board of Mayor and Aldermen is asked to approve a Reimbursement Agreement with the City of Columbia to fund engineering services necessary to evaluate the feasibility of conveying wastewater from the City of Spring Hill to the City of Columbia's treatment facilities. Carter Napier, City Administrator; Dan Allen, ACA, GM Utilities; Patrick Carter, City Attorney

Attachment: [Resolution 26-14 A to approve Reimbursement Agreement Columbia.pdf](#)

Attachment: [BOMA Packet Memo Resolution 26-14 A.pdf](#)

Attachment: [Reimbursement Agmt. with Columbia - Wastewater.pdf](#)

**4. Consider Resolution 26-14 B, directing staff to coordinate with the City of Columbia to pursue an Interlocal Agreement and authorizing the expenditure of funds for related planning, engineering, and due diligence costs.**

This resolution authorizes staff to coordinate with the City of Columbia to develop a framework for an Interlocal Agreement to assist with additional wastewater treatment capacity until Spring Hill expansions come online. Spring Hill proposes to cover all costs of investigation and preparation of framework. Carter Napier, City Administrator; Dan Allen, ACA, GM

Attachment: [Resolution 26-14 B a resolution directing staff to coordinate with the City of Columbia to pursue an interlocal.pdf](#)

Attachment: [Memo Resolution 26-14 B Interlocal Agreement.pdf](#)

**5. Consider Resolution 26-15, to approve a License Agreement for the athletic fields at Fischer Park to benefit the Spring Hill Sports Association.**

This resolution renews the agreement with Spring Hill Sports Association expiring April 2026. Two changes to the agreement are increasing the term to 5 years (formerly 2) and beginning the season on February 16 (formerly March 1). Kayce Williams, Parks and Recreation Director

Attachment: [RESOLUTION 26-15 Use Agreement with Spring Hill Sports Association.pdf](#)

Attachment: [Memo\\_Resolution 26-15.pdf](#)

Attachment: [Hawks License Agmt.2026 v1.pdf](#)

## WORK SESSION/DISCUSSION

### 1. Discussion to affirm status of capital projects approved by Resolution 18-75.

This amendment will recognize projects approved under Resolution 18-75 that have been completed/constructed and identification of water/sewer projects that cannot be completed using general funds. This is a follow up to the discussion held at the BOMA Strategic Planning Session. Missy Stahl, CIP Director

Attachment: [18-75 projects discussion.pdf](#)

### 2. Discussion on Request for sewer capacity reserve allocation -- 1003 Reserve Boulevard (Vanderbilt Ingram Cancer Center).

Request from Vanderbilt Ingram Cancer Center to allocate 187 GPD of the City's sewer capacity reserve. BOMA approval of this allocation is necessary for Development Services to issue building permits for two tenant space renovations for new laboratory space, which will exceed the sewer flows of the previous tenants by 187 GPD. Dan Allen, ACA, GM Utilities; Dara Sanders, Development Services Director

Attachment: [Sewer Capacity Reserve Allocation Request\\_Vanderbilt\\_x.pdf](#)

### 3. Discussion on Request for sewer capacity reserve allocation - 5221 Port Royal Road.

Request from CMK Properties to allocate 845 GPD of the City's sewer capacity reserve. BOMA approval of this allocation is necessary for Development Services to issue building permits for two tenant space renovations for an endodontist practice (522 GPD) and a chronic care medical office (323 GPD). These spaces have not been occupied since the completion of the multi-tenant office building and will result in new sewer flows. Dan Allen, ACA, GM Utilities; Dara Sanders, Development Services Director

Attachment: [Sewer Capacity Reserve Allocation Request\\_5221 Port Royal\\_.pdf](#)

## 4. Roundtable Discussion

### Citizen Comments

### Adjourn

## General Attachments

[- BOMA Alternative Sewer Systems Update 12012025.pptx](#)

The following attachment is not a PDF, so a link to the native file format is being provided instead:

[BOMA Alternative Sewer Systems Update 12012025.pptx \(LINK\)](#)

**RESOLUTION 26-01**

**A RESOLUTION TO APPROVE BLANKET PURCHASE ORDERS FOR  
ESSENTIAL VENDORS FOR PUBLIC WORKS CONSTRUCTION CREW FOR  
REMAINDER OF FISCAL YEAR 2025-2026**

**WHEREAS**, the City of Spring Hill adopted the 2025-2026 fiscal year budget by Ordinance 25-13 in June 2025; and

**WHEREAS**, certain expenses for the Public Works Construction Crew require purchase and/or repair items not available through vendors under contract or through Sourcewell at the time needed; and

**WHEREAS**, due to related project timing, uncertainty of vendor availability, and unknown amounts of needed items, costs may exceed \$25,000.00;

**WHEREAS**, City staff will issue blanket purchase orders for such purchases as anticipated throughout the remainder fiscal year 2025-2026;

**WHEREAS**, the Public Works Department will evidence the need for the use of the blanket purchase orders with proper documentation showing construction schedule risks and limited vendor availability; and

**WHEREAS**, use of the authorized blanket purchase orders shall be limited to purchases where advance competitive procurement is not practicable due to timing, availability, or operational necessity, and such purchases shall remain subject to the City's purchasing policy to the extent practicable, including documentation of pricing reasonableness and cumulative vendor expenditures.

**NOW THEREFORE, BE IT RESOLVED**, that the City of Spring Hill, Board of Mayor and Aldermen authorizes purchases and blanket purchase orders for essential vendors for the Public Works Construction Crew as needed for the remainder of FY26 as listed on Exhibit A, attached hereto.

Passed and adopted this 5<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney



## STAFF MEMORANDUM

**TO:** Board of Mayor and Aldermen  
**FROM:** Tyler Scroggins | Public Works Director  
**DATE:** January 5, 2026  
**SUBJECT:** Resolution 26-01 | A Resolution Authorizing Blanket Purchase Orders with Essential Vendors to Support the Public Works Construction Crew for the Remainder of Fiscal Year 2025-2026

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**RECOMMENDATION:**

Staff recommends the approval of the blanket purchase orders for essential vendors to support the Public Works Construction Crew.

**BACKGROUND:**

Certain expenses for the Public Works Construction Crew require purchasing from multiple vendors to maintain daily operations and respond to infrastructure needs.

Due to the uncertainty related to project timing, vendor availability, and unknown quantities of materials required, expenditures with individual vendors may exceed \$25,000.00 over the course of the fiscal year.

When blanket purchase orders are utilized, staff will document the justification for their use, including construction schedule risks, limited vendor availability, and pricing reasonableness. Expenditures will be monitored on a cumulative basis to ensure alignment with budgeted appropriations and to identify recurring or high-dollar purchases that may be more appropriately procured through formal contracts or competitive agreements.

Vendor operations may not always be able to produce materials or provide services at the time they are needed. For this reason, it is necessary to maintain relationships with multiple vendors capable of supplying the same or similar materials, supplies, and repair services to ensure continuity of operations.



**City of Spring Hill | Public Works Department**

199 Town Center Parkway  
Spring Hill, Tennessee 37174  
tscroggins@springhilltn.org  
931-451-0244

**FINANCIAL IMPACT:**

Expenditures under the proposed blanket purchase orders will be funded through existing appropriations in the Fiscal Year 2025–2026 budget.

**SUPPORTING DOCUMENTS:**

Exhibit A is a listing of the vendors proposed for inclusion under the blanket purchase orders.



**City of Spring Hill | Communications**  
199 Town Center Parkway  
Spring Hill, Tennessee 37174

Exhibit A

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Descriptions</b>
4407	Swarco	Road Striping Materials
6633	Volunteer Materials	Rock and Dirt Materials
9131	Volunteer Paving	Asphalt
6793	Volunteer Concrete	Concrete
1135	Vulcan Materials Company	Asphalt
2342	IMI	Concrete
6394	SRM Concrete	Concrete
1754	G&C Supply	Signage Supply
1987	Home Depot	Misc Supplies
2626	Lowe's	Misc Supplies
2493	Kerr Bros	Striping
11503	The Gravel Company	Gravel and Sand
5884	PCS of Tennessee	Gravel
9204	Fortiline Water Works	Pipe
8585	Foley	Pipe
5094	Williamson Pipe Supply	Pipe
5772	Rogers Group	Rock and Asphalt
0356	John Bouchard	Manhole Inserts
	Jenn Hill	Erosion Materials
	Stephen's Seed and Supply	Erosion Materials
	Sentinel Construction	Guardrail
3107	May Construction	Sidewalk and Curb

**RESOLUTION 26-02**

**A RESOLUTION TO APPROVE EMERGENCY EXPENDITURES FOR ASPHALT FOR THE BUCKNER LANE/JUNE LAKE BOULEVARD INTERSECTION**

**WHEREAS**, the City of Spring Hill Board of Mayor and Aldermen authorized the use of the asphalt city contract with Rogers Group to install the final asphalt layer to the intersection of Buckner Lane and June Lake Boulevard by Resolution 25-252 in the amount of \$228,636.50 (including contingency); and

**WHEREAS**, during the installation on December 10-12, 2025, it was determined that the initial estimate was miscalculated and additional materials would be needed; and

**WHEREAS**, in accordance with the City’s Purchasing Policy, such activities qualify as an emergency expenditure due to it being a threat to the health, safety and welfare of the City and its citizens; and

**WHEREAS**, the Purchasing Policy requires that emergency purchases exceeding \$25,000 be reported to and approved by the Board of Mayor and Aldermen; and

**WHEREAS**, Rogers Group provided all needed extra material at a cost of \$169,498.70 as detailed in Exhibit A attached hereto; and

**WHEREAS**, funding to cover the emergency expenditure will be paid with FY 26 budgeted funds.

**NOW, THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen approved the emergency expenditure for additional asphalt material needed to complete the Buckner Lane/June Lake Boulevard intersection from Rogers Group in the amount of \$169,498.70 for a total amount due of \$397,635.20.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of January, 2026.**

\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney



## STAFF MEMORANDUM

**TO:** Board of Mayor and Aldermen  
**FROM:** Missy Stahl, CIP Director  
**DATE:** 1/5/2026  
**SUBJECT:** Resolution 26-02 – To approve emergency expenditures for asphalt for the Buckner Lane/June Lake Boulevard intersection

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### RECOMMENDATION:

To approve an emergency expenditure to Rogers Group for additional asphalt needed to complete the Buckner Lane/June Lake Boulevard intersection

### BACKGROUND:

The City contracted with Rogers Group (the city's asphalt contractor) to install the final asphalt layer for the intersection of Buckner Lane/June Lake Boulevard at a proposed cost of \$228,636.50 (includes approved contingency). The installation was started on Dec. 10, 2025 and during the first day, it was discovered that the estimated quantity was miscalculated and additional asphalt material would be needed.

In order to not hold up the completion of this intersection, staff approved the additional material to maintain the health, wealth and safety of the City and its citizens. Per the Purchasing Policy, emergency expenditures over \$25,000 must be approved the Board of Mayor and Aldermen.

### FINANCIAL IMPACT:

The additional amount of the emergency expenditure is \$169,498.70 and will be funded from the 18-75 Fund (311-48002-59125) using budgeted funds in FY 26.

### SUPPORTING DOCUMENTS:

Rogers Group invoice



City of Spring Hill | Department

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



ROGERS GROUP, INC.  
992 Baker Rd.  
Columbia, TN 38401

To: City of Spring Hill - Tyler Scroggins / Missy Stahl  
199 Town Center Parkway  
Spring Hill, TN 37174  
[931-486-2252](tel:931-486-2252)  
Customer Nbr: 36841548

Invoice Nbr: 017286-1F  
Invoice Date: 12/22/2025  
Job No: 017286  
Project Name: City of SH Buckner Int  
Work Performed Thru: 12/13/2025

<b>1. ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE</b>	
(A) Original Estimated Contract Amount	\$ 228,136.50
(B) Total Change Orders to Date	\$ -
(C) Current Estimated Contract Amount (A+B)	\$ 228,136.50
<b>2. ANALYSIS OF WORK PERFORMED</b>	
(A) Total Work Completed To Date	\$ 397,635.20
(B) Retainage on Work Completed	\$ -
(C) Net Earned on Work Completed (A-B)	\$ 397,635.20
(D) Less Previous Billings	\$ -
(E) Index This Invoice	\$ -
(F) Amount Due This Payment	\$ 397,635.20
(G) Percent of Work Completed to Date	174%

By delivery of these services, we acquire lien rights on the property improved. Notice is given that if this invoice is not paid in the ordinary course of business, this company will exercise said rights.

REMIT TO: PO BOX 102798  
ATLANTA, GA, 30368-2798

Interest at the highest legal rate allowable under jurisdiction in which the contract is executed or one and one-half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date Rogers Group, Inc. receives payment.

By: Alexander Jones

Date: 12/22/2025

**RESOLUTION 25-252**

**A RESOLUTION TO APPROVE THE USE OF CITY CONTRACTS TO COMPLETE THE BUCKNER LANE AT JUNE LAKE BOULEVARD INTERSECTION IMPROVEMENTS**

**WHEREAS**, the City of Spring Hill has committed to widening Buckner Lane to improve traffic flow and congestion; and

**WHEREAS**, the intersection of Buckner Lane at June Lake Boulevard requires final asphalt topping, new traffic signals and traffic pattern, and corresponding striping; and

**WHEREAS**, the City has annual contracts with Rogers Group for asphalt paving and Kerr Brothers for striping from which City staff has obtained cost proposal to complete the intersection; and

**WHEREAS**, the cost of the improvements utilizing city contracts is \$263,275.30, as detailed:

Rogers Group	\$203,636.50
Kerr Brothers	\$ 59,638.80; and

**WHEREAS**, staff recommends approval of a contingency in the amount of \$36,724.70 for a total improvement cost not-to-exceed of \$300,000.00; and

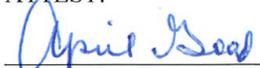
**WHEREAS**, funding for the improvements will be expensed from FY 2026 budgeted funds.

**NOW THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen approve utilizing city contracts with Rogers Group and Kerr Brothers to complete the final asphalt and striping for the Buckner Lane at June Lake Boulevard for a total cost not-to-exceed \$300,000.00.

Passed and adopted by the Spring Hill Board of Mayor and Aldermen this 3<sup>rd</sup> day of November, 2025.

  
\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney

**SPRING HILL**  
T E N N E S S E E

**STAFF MEMORANDUM**

**TO:** Board of Mayor and Aldermen  
**FROM:** Missy Stahl, CIP Director  
**DATE:** 11/3/2025  
**SUBJECT:** Resolution 25-252 - To approve the use of city contracts to complete the Buckner Lane at June Lake Boulevard intersection improvements

**RECOMMENDATION:**

To approve Resolution 25-252 to approve the use of the City's annual asphalt contract and the annual striping contract to complete the improvements needed at the Buckner Lane at June Lake Boulevard intersection

**BACKGROUND:**

The City of Spring Hill has committed to widen Buckner Lane with includes improvements to the Buckner Lane at June Lake Boulevard intersection, specifically the installation of new traffic signals, pedestrian poles, final asphalt topping and striping. The City has annual contracts with Rogers Group for asphalt paving and Kerr Brothers for striping. Staff requested cost proposals from each to finish the improvements and the costs would be:

Rogers Group	\$203,636.50
Kerr Brothers	\$ 59,638.80
Contingency	<u>\$ 36,724.70</u> (recommended by staff)
TOTAL COST	\$300,000.00

The developer for June Lake was originally responsible for the intersection but due to timing differences in completion, the City entered into a Developer Agreement that assigned the completion over the City and the developer paid a fee-in-lieu of in the amount of \$99,999.84. This fee-in-lieu of would be applied to the total improvement cost.

**FINANCIAL IMPACT:**

Funding would be from FY 26 budgeted funds in the 18-75 Fund (311-48002-59125), offset with the fee-in-lieu of from the June Lake developer.

**SUPPORTING DOCUMENTS:**

Attachments – Cost proposals from Rogers Group and Kerr Brothers



City of Spring Hill | Department  
199 Town Center Parkway  
Spring Hill, Tennessee 37174  
email@springhilltn.org  
XXX.XXX.XXXX



# Proposal

**PROJECT**

City of SH Buckner INT

Rogers Group, Inc.  
 992 Baker Road  
 Columbia, TN 38401  
 931-777-9450  
 Alexander.jones@rogersgroupinc.com

**DATE**

10/21/2025  
 \*Prices Valid for thirty (30) days.

**TO:** Tyler Scroggins  
 City of Spring Hill  
 199 Town Center Pkwy  
 Spring Hill, TN 37174  
 (931) 486-2252

Bid Item	Description	Quantity	UOM	Unit Price	Ext Price
1010	SWEEP & CLEAN	13,334.000	SY	\$ 0.40	\$5,333.60
1020	TACK COAT	1,334.000	GL	\$ 4.35	\$5,802.90
1030	1.5" 70-22 D SURFACE	1,100.000	TN	\$ 175.00	\$192,500.00
<b>Grand Total:</b>					<b>\$203,636.50</b>

**Special Conditions:**

1. Price includes mobilizations as shown. Invoice will be based on actual number of mobilizations.
2. Temporary traffic control using flaggers, where necessary, is included in our price.
3. Flagging included for RGI scope of work only.
4. Price does not include cost for permits, inspections by governing authorities, bonding, removal, demo, excavation, layout, engineering, backfill, nor anything unstated above.
5. Price does not include undercutting of subgrade due to failure.
6. No permanent traffic control is included in our price.
7. Price does not include elevation adjustments to manholes, inlets, valve boxes, nor any other utility.
8. Any budgetary pricing is based on current AC index, fuel, equipment, and labor rates. Prior to material placement, price shall be updated based on current monthly rates.
9. If GPS machine control is required, all required files for Trimble shall be provided to Rogers Group, Inc at no cost.
10. Price is based on all work to be done during 2024 construction season.
11. Rogers Group, Inc. will do no paving work in January or February of any year.
12. After pavement placement and acceptance, RGI will not be responsible for failures caused by the construction activities of others.
13. Price is based on Unit Price contract, payable per ticketed ton or as measured in the field.
14. This proposal shall be included in any contract signed by Rogers Group, Inc.
15. Price given above is based on mutually agreeable contract between Rogers Group, Inc. and General Contractor / Owner

16. TDOT Special Provision 109B for Bituminous Adjustment is in effect for this proposal. Any and all paving scope adjustments shall be paid to RGI as such. Proposal "Basic Bituminous Index" price is: \$600

Quotation prepared by: Alex Jones

To accept this quotation, sign here and return:

  
Name: Kyle Theriault  
Title: Purchasing Agent  
Date: 11-3-25

## TERMS & CONDITIONS

Final and complete payment for all Work performed hereunder shall be made not later than fifteen (15) days after the completion of Work or delivery of materials. Interest at the highest legal rate allowable under the laws of the jurisdiction in which the contract is executed or one and one-half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

RGI shall not become obligated to perform the Work called for under this contract until customer credit has been checked and approved by our Credit Department. If credit conditions become unsatisfactory at any time prior to our completion of the Work hereunder, RGI shall be furnished adequate security upon our request.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. Any increase or decrease in the contract price resulting from such change shall be included in such writing.

RGI shall be provided with suitable access to the work area. If RGI's Work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit RGI to perform its Work hereunder in a normal uninterrupted single-shift operation.

Unless a time for the performance of RGI's Work is specified, RGI shall undertake it in the course of our normal operating schedule. RGI shall not be liable for any failure to undertake or complete the Work for causes beyond our control, including but not limited to fire, flood or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which RGI is involved, directly or indirectly.

If for causes beyond our control our Work is not complete within twelve (12) months after the date of your acceptance of this proposal, RGI may cancel this agreement at any time thereafter on ten (10) days' notice. In such event RGI shall be (I) relieved of any further obligation with respect to the balance of the Work; and (II) entitled to receive final and complete payment for all Work performed to the date of cancellation within fifteen (15) days thereafter.

RGI shall not be responsible for, and customer agrees to hold RGI, its officers, directors, successors, assigns, agents, and employees, harmless from and indemnify them against, any liability resulting from damages to utilities or other facilities or objects buried beneath the surface; damages to sidewalks, driveways or injuries resulting from hazardous or toxic waste within the Work area. It is further understood that RGI shall not be responsible for any damage or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond our control, including but not limited to failure of sub-grade or failure or inadequacy due to the work of others, whether or not such failure or inadequacy was or could have been known at the time our Work was undertaken.

You agree to indemnify and save RGI, its officers, directors, successors, assigns, agents, and employees harmless from and against all loss, damage, costs, expenses and attorney's fees of every kind whatsoever which may occur on account of any breach by you of this contract. This agreement shall be governed by and construed under the law of the state in which the Work is to be performed.

CITY OF SPRING HILL						
BUCKNER LANE INTERSECTION						
BUCKNER LANE   THERMO						
Item Number	Item Description	Quantity	Unit of Measure	Unit Price	Total	
716-02.04	PLASTIC PVMT MRKG (CHANNELIZATION)	45	S.Y.	\$ 45.00	\$ 2,025.00	
716-02.05	PLASTIC PVMT MRKG (STOP LINE)	150	L.F.	\$ 25.00	\$ 3,750.00	
716-02.06	PLASTIC PVMT MRKG (TURN LANE ARROW)	8	EACH	\$ 250.00	\$ 2,000.00	
716-02.09	PLASTIC PVMT MRKG (LONGITUDINAL CROSSWALK)	250	L.F.	\$ 50.00	\$ 12,500.00	
716-02.10	PLASTIC PVMT MRKG (6" LINE)	0.38	L.M.	\$ 7,500.00	\$ 2,850.00	
716-02.12	PLASTIC PVMT MRKG (8" LINE)	300	L.F.	\$ 3.00	\$ 900.00	
716-04.05	PLASTIC PVMT MRKG (STRAIGHT ARROW)	4	EACH	\$ 250.00	\$ 1,000.00	
					\$34,025.00	

BUCKNER LANE   TEMP PAINT						
Item Number	Item Description	Quantity	Unit of Measure	Unit Price	Total	
716-05.01	PAINTED PVMT MRKG (4" LINE)	1,004	L.M.	\$ 1,200.00	\$ 1,204.80	
716-05.06	PAINTED PVMT MRKG (TURN LANE ARROW)	8	EACH	\$ 110.00	\$ 880.00	
716-05.11	PAINTED PVMT MRKG (STRAIGHT ARROW)	4	EACH	\$ 110.00	\$ 440.00	
716-05.05	PAINTED PVMT MRKG (STOP LINE)	150	L.F.	\$ 12.00	\$ 1,800.00	
					\$4,324.80	

JUNE LAKE DRIVE   THERMO						
Item Number	Item Description	Quantity	Unit of Measure	Unit Price	Total	
716-02.04	PLASTIC PVMT MRKG (CHANNELIZATION)	60	S.Y.	\$ 45.00	\$ 2,700.00	
716-02.05	PLASTIC PVMT MRKG (STOP LINE)	70	L.F.	\$ 25.00	\$ 1,750.00	
716-02.06	PLASTIC PVMT MRKG (TURN LANE ARROW)	3	EACH	\$ 250.00	\$ 750.00	
716-02.09	PLASTIC PVMT MRKG (LONGITUDINAL CROSSWALK)	195	L.F.	\$ 50.00	\$ 9,750.00	
716-02.10	PLASTIC PVMT MRKG (6" LINE)	0.23	L.M.	\$ 7,500.00	\$ 1,725.00	
716-02.12	PLASTIC PVMT MRKG (8" LINE)	500	L.F.	\$ 3.00	\$ 1,500.00	
716-03.01	PLASTIC WORD PVMT MRKG (ONLY)	2	EA	\$ 600.00	\$ 1,200.00	
716-04.05	PLASTIC PVMT MRKG (STRAIGHT ARROW)	1	EACH	\$ 250.00	\$ 250.00	
					\$19,625.00	

JUNE LAKE DRIVE   TEMP PAINT						
Item Number	Item Description	Quantity	Unit of Measure	Unit Price	Total	
716-05.01	PAINTED PVMT MRKG (4" LINE)	0.32	L.M.	\$ 1,200.00	\$ 384.00	
716-05.06	PAINTED PVMT MRKG (TURN LANE ARROW)	3	EACH	\$ 110.00	\$ 330.00	
716-05.11	PAINTED PVMT MRKG (STRAIGHT ARROW)	1	EACH	\$ 110.00	\$ 110.00	
716-05.05	PAINTED PVMT MRKG (STOP LINE)	70	L.F.	\$ 12.00	\$ 840.00	
					\$1,664.00	

SEND TO : TYLER SCROGGINS  
 PHONE: 931-797-7760  
 EMAIL: TSCROGGINS@SPRINGHILLTN.ORG

**RESOLUTION 26-03**

**A RESOLUTION TO MODIFY FIRE DEPARTMENT AUTHORIZED STRENGTH POSITION DESCRIPTION**

**WHEREAS**, the City of Spring Hill Fire Department operates a command structure that follows industry best practices; and

**WHEREAS**, the primary leadership role in the Training Division had been previously assigned the title of the Assistant Chief of Training and Safety; and

**WHEREAS**, the position's role, responsibilities, and daily tasks more closely align with that of a Division Chief and not as an Assistant Chief; and

**WHEREAS**, it is the goal of the department to have this position description changed prior to filling the current vacant position.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill, Board of Mayor and Aldermen approve the following reclassifications: Assistant Chief of Training and Safety (A501) to Division Chief of Training (A401) and to allow Human Resources and Fire Department staff to make any and all necessary changes to the job description, qualifications, and pay scale adjustment for the immediate posting of the position.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5th day of January 2026.**

\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney



## STAFF MEMORANDUM

**TO:** Board of Mayor and Aldermen  
**FROM:** Graig Temple, Fire Chief  
**DATE:** 12/15/2025  
**SUBJECT:** Resolution 26-03: To revise Authorized Strength Job Description and Classification for Training Chief Position

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**RECOMMENDATION:**

Staff recommends approval of this resolution item.

**BACKGROUND:**

The current vacant position in the Training Division is for the Assistant Chief of Training and Safety. This position functions daily as a Division Supervisor and as such is not classified correctly for the responsibilities and tasks assigned to that role. As part of a more expansive restructuring of responsibilities, re-classifying this position to a DIVISION CHIEF provides for a clearer job description, authority, role, and duties that better fit the position. The Division Chief rank will be the administrative parallel to that of the Operations Battalion Chief.

**FINANCIAL IMPACT:**

The current position is an A501 and this reclassification will reduce the position to an A401.

**SUPPORTING DOCUMENTS:**

- Modified Job Description



City of Spring Hill | Department  
199 Town Center Parkway  
Spring Hill, Tennessee 37174  
email@springhilltn.org  
XXX.XXX.XXXX



P O Box 789, Spring Hill, TN 37174  
Phone: 931-486-2252 Email: SHFD@springhilltn.org

### **JOB DESCRIPTION**

#### **DIVISION CHIEF of TRAINING & SAFETY**

Under limited supervision, is primarily responsible for providing staff with state mandated in-service training as well as delegating daily/weekly/monthly training topics to Training Cadre, Battalion Chiefs, and Company Officers. Conducts department wide training needs assessment, develops course content, administers and monitors courses, and evaluates instructors and students' individual performance. Creates and maintains up to date curriculum for recruit academies. Provides mentorship to instructors and gives feedback regularly through instructor meetings. Coordinates all external training requests by staff and assists with staff registration and travel arrangements through Fire Administration. Attends regional and state-wide training meetings, acts as liaison with State Fire Commission, Tennessee Fire and Codes Academy, and other out of state training centers. Serves on regional, state, and national committees as needed. Maintains all required position certifications and is engaged in their own personal and professional growth through continuing education, advanced training, and upper-level education. Attends Command Staff meetings, provides reports and compiles monthly training statistics.

#### **TYPICAL CLASS ESSENTIAL DUTIES:** (These duties are a representative sample)

Responds to all major incidents during normal business hours, and when available after hours. Integrates into the Incident Command System with primary role being that of the Incident Safety Officer; however, should be comfortable assuming any role. Provides assistance to the city's Safety Officer in investigating near-misses and property damage or personal injury incidents. Conducts regular OSHA inspections of stations to maintain compliance with best practices. Works with Peer Fitness Trainers to ensure department compliance with fitness standards, annual fitness testing, and remediation. Works with Fire Administration and selected vendor to coordinate annual firefighter medical physicals, FIT Testing and third-party fitness screenings.

#### **QUALIFICATIONS:**

- Ten (10) years as a Fire Officer (Captain or higher); in a comparable size or larger fire department
- State of Tennessee - EMT, AEMT or Paramedic Licensure (or be eligible for reciprocity)
- Bachelor's degree in Fire Science or related field (or 75 credit hours and actively working on degree)
- NFPA 1002 - Driver Operator (Pumps and Aerial)
- NFPA 1021 - Fire Officer III
- NFPA 1403 - Conducting Live Fire Evolutions (or ability to obtain in 6 months)
- NFPA 1072 - Hazardous Materials Technician



P O Box 789, Spring Hill, TN 37174  
Phone: 931-486-2252 Email: SHFD@springhilltn.org

- NFPA 1021/FDSOA - Incident Safety Officer
- NFPA 1550/FDSOA - Health and Safety Officer (or ability to obtain in 12 months)
- NFPA 1006 - Technical Rescue - Minimum of two (2); Trench Rescue, Confined Space Rescue, Structural Collapse, Swiftwater or Rope Rescue Ops
- NFPA 1041 Fire and Emergency Services Instructor II (Instructor III preferred or ability to obtain in 12 months)
- AHA BLS Instructor (ALS and/or NAEMT Instructor preferred) (or ability to obtain within 12 months)
- Defensive Driving Instructor (VFIS, CEVO or similar program)
- FEMA ICS 100, 200, 300, 400, 700, 800
- Center for Public Safety Excellence - Training Officer and/or Chief Fire Officer credentialing, or ability to obtain within 12 months.

**SPECIAL REQUIREMENTS:** This position is FULL TIME (Salary); 40 hours per week. Schedule flexibility and after hour on-call for emergency responses is expected. Candidates will be required to submit to written testing, oral interview panel, job functionality testing (physical agility) and an NFPA 1582 medical physical prior to any final offers of employment. A thorough background check will be conducted.

**RESOLUTION 26-04**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT**

**WHEREAS**, the City of Spring Hill, Tennessee (the “City”) and GV Spring Hill, LLC (“GV”) are parties to an agreement concerning the Spring Hill Commerce Center, a planned development approved by ordinance of the City; and

**WHEREAS**, uncertainties have arisen between the City and GV related to the availability and timing of public wastewater treatment capacity and the processing of development applications affecting the project; and

**WHEREAS**, the City and GV have negotiated a proposed agreement intended to resolve existing and foreseeable uncertainties between the parties related to those matters, without any admission of liability by either party; and

**WHEREAS**, the proposed agreement establishes, among other things, commitments concerning:

- the immediate availability of a defined minimum amount of wastewater treatment capacity;
- the restoration of the full approved wastewater allocation by a date certain;
- the continued acceptance and processing of development applications in accordance with agreed capacity limits;
- a framework for potential future amendments to development approvals, subject to applicable public processes; and
- mutual releases and covenants not to sue related to the matters addressed therein; and

**WHEREAS**, the Board of Mayor and Aldermen finds that entering into an agreement on these terms is in the best interest of the City and serves to resolve uncertainties, provide certainty, and avoid the costs and risks of litigation; and

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

**1. Authorization to Execute Agreement.**

The Mayor is hereby authorized and directed to execute an agreement with GV Spring Hill, LLC, in conformity with the material terms described above, together with such non-substantive, technical, or administrative modifications as may be approved by the City Attorney.

**2. No Admission of Liability.**

Approval of this Resolution and execution of the agreement shall not be construed as an admission of liability or wrongdoing by the City, all of which are expressly denied.

**3. Implementation.**

The Mayor, City Administrator, City Attorney, and other appropriate City officials are

authorized to take such further actions as are reasonably necessary to carry out the intent of this Resolution and the agreement executed pursuant hereto.

**4. Effective Date.**

This Resolution shall take effect upon its adoption, the public welfare requiring it.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of January, 2026.**

\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney

**RESOLUTION 26-05**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT**

**WHEREAS**, the City of Spring Hill, Tennessee (the “City”) and Spring Hill Holdings, LLC (“Spring Hill Holdings”) are parties to an agreement concerning a mixed-use project commonly known as the Legacy Pointe Development; and

**WHEREAS**, the Legacy Pointe Development has received zoning approvals, development entitlements, and wastewater capacity allocations pursuant to ordinances, resolutions, and development agreements previously approved by the Board of Mayor and Aldermen; and

**WHEREAS**, uncertainties have arisen between the City and Spring Hill Holdings related to the timing and utilization of public wastewater treatment capacity in light of a state-imposed sewer moratorium and related regulatory constraints; and

**WHEREAS**, the City and Spring Hill Holdings have negotiated a proposed agreement intended to resolve existing and foreseeable uncertainties related to wastewater capacity availability, development timing, and related obligations, without any admission of liability by either party; and

**WHEREAS**, the proposed agreement establishes, among other things:

- interim limitations on the use of a portion of previously allocated wastewater capacity through a date certain;
- the City’s commitment to restore and make available the remaining allocated and additional wastewater capacity by a date certain;
- coordination regarding amendments to existing development agreements, subject to applicable approvals;
- assurances regarding continued development processing and avoidance of unreasonable interference; and
- mutual releases and covenants not to sue related to the matters addressed therein; and

**WHEREAS**, the Board of Mayor and Aldermen finds that entering into an agreement on these terms is in the best interest of the City and serves to resolve potential claims, protect prior public investments, and reduce litigation risk; and

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

**1. Authorization to Execute Agreement.**

The mayor is hereby authorized and directed to execute an agreement with Spring Hill Holdings, LLC, in conformity with the material terms described above, together with such non-substantive, technical, or administrative modifications as may be approved by the City Attorney and City Administrator.

**2. No Admission of Liability.**

Approval of this Resolution and execution of the agreement shall not be construed as an admission of liability or wrongdoing by the City, all of which are expressly denied.

**3. Implementation.**

The Mayor, City Administrator, City Attorney, and other appropriate City officials are authorized to take such further actions as are reasonably necessary to carry out the intent of this Resolution and the agreement executed pursuant hereto.

**4. Effective Date.**

This Resolution shall take effect upon its adoption, the public welfare requiring it.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of January, 2026.**

\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney

**RESOLUTION 26-06**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF SPRING HILL, TENNESSEE, TO EXECUTE AMENDMENT ONE TO GRANT CONTRACT NO. 83865 BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF ENVIRONMENT AND CONSERVATION, AND THE CITY OF SPRING HILL**

**WHEREAS**, the City of Spring Hill (“City”) previously entered into Grant Contract No. 83865 with the State of Tennessee, Department of Environment and Conservation (“State”); and

**WHEREAS**, the State and the City desire to amend said Grant Contract through Amendment One to revise certain terms and attachments; and

**WHEREAS**, Amendment One deletes Grant Contract Section B.1 in its entirety and replaces it with the following:

*B.1 This Grant Contract shall be effective for the period beginning on January 1, 2024 (“Effective Date”) and extend for a period of forty-eight (48) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date; and*

*Amendment One further deletes Grant Contract Attachment A, page 1, in its entirety and replaces it with a new Attachment A, page 1, as attached; and*

*Amendment One also deletes Grant Contract Attachment B in its entirety and replaces it with a new Attachment B, as attached; and*

**WHEREAS**, Amendment One provides that the State is not bound by the amendment until it is signed by the contract parties and approved by the appropriate officials in accordance with applicable Tennessee laws and regulations; and

**WHEREAS**, Amendment One further provides that the revisions set forth therein shall be effective once all required approvals are obtained, and that all other terms and conditions of the Grant Contract not expressly amended shall remain in full force and effect; and

**WHEREAS**, the City of Spring Hill desires to authorize the Mayor to execute Amendment One and any related documents necessary to effectuate the amendment.

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

1. The Mayor of the City of Spring Hill is hereby authorized and directed to execute Amendment One to Grant Contract No. 83865 between the State of Tennessee, Department of Environment and Conservation, and the City of Spring Hill, substantially in the form presented, including any minor revisions required for approval by the State that do not materially alter the intent of the amendment.

2. The mayor is further authorized to execute any and all related documents necessary to carry out the purposes of this resolution.
3. This resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this 5<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney

The following attachment is not a PDF, so a link to the native file format is being provided instead:

[32701-25-392\\_DWR\\_AMP Spring Hill\\_AMD 1\\_ready for signature.pdf \(LINK\)](#)

**RESOLUTION 26-09**

**RESOLUTION AUTHORIZING BLANKET PURCHASE ORDERS  
FOR CAPITAL IMPROVEMENTS AT THE WATER AND SEWER  
DIVISION TEMPORARY HEADQUARTERS**

**WHEREAS**, the City of Spring Hill has adopted the Fiscal Year 2025–2026 annual budget, which includes funding for capital improvements and facility improvements for Spring Hill Water facilities; and

**WHEREAS**, the City of Spring Hill was authorized by the Board of Mayor and Aldermen to enter into a lease agreement for the temporary relocation of the Water and Sewer Division Headquarters, pursuant to Resolution No. 25-267, as amended by Resolution No. 25-285; and

**WHEREAS**, the Spring Hill Water Headquarters requires minor capital improvements and facility improvements to support safe and continued operations during the temporary relocation of the Water and Sewer Division staff; and

**WHEREAS**, certain miscellaneous building materials and supplies are necessary to complete these minor capital and facility improvements in a timely and efficient manner; and

**WHEREAS**, the use of blanket purchase orders with retail vendors for the purchase of miscellaneous materials and supplies, limited to low-dollar items, will allow Spring Hill Water to address these needs without delaying operations; and

**WHEREAS**, services, labor, and purchases exceeding **\$1,000 per transaction**, or purchases from vendors not listed within this Resolution will continue to be procured in accordance with the City’s standard purchasing policies and procedures; and

**WHEREAS**, sufficient funds are available within the approved Fiscal Year 2025–2026 Spring Hill Water budget, as confirmed by the Finance Department.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, as follows:

1. That the Water and Sewer Division is hereby authorized to issue blanket purchase orders for **minor capital improvements and facility improvements for the temporary Water and Sewer Division Headquarters**, limited exclusively to the purchase of **materials and tools only** with the following vendors and not-to-exceed amounts:
  - a. Home Depot — \$8,000.00 (Vendor No. 1987)
  - b. Lowe’s — \$2,000.00 (Vendor No. 2626)

The combined total of expenditures authorized under this resolution shall not exceed **Ten Thousand Dollars (\$10,000.00)**.

2. Authorized purchases under this resolution are strictly limited to the following categories:

- a. **Hand tools and small power tools** (excluding heavy equipment or specialty trade equipment)
  - b. **Building and construction materials**, including lumber, drywall, fasteners, hardware, and insulation
  - c. **Flooring materials**, including tile, vinyl, laminate, adhesives, and trim
  - d. **Plumbing materials**, including pipe, fittings, valves, fixtures, and related supplies
  - e. **Electrical materials**, including conduit, wiring, breakers, outlets, switches, lighting, and related components
  - f. **Paint and surface finishing materials**, including paint, coatings, primers, and application supplies
  - g. **Safety and code-compliance materials**, including signage, guards, barriers, and minor safety hardware
3. No services, labor, professional services, rentals, maintenance contracts, warranties, or higher-dollar purchases are authorized under this resolution. Any such expenditure shall be procured in accordance with the City's standard purchasing policies and procedures.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on this 5<sup>th</sup> day of January 2026.**

\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney



## STAFF MEMORANDUM

**TO:** Board of Mayor and Aldermen

**FROM:** Dan Allen, ACA, GM Water; Jeremy Vanderford, AGM-Water; Ryan LaMunyon, AGM-Reclamation

**DATE:** 1/5/2026

**SUBJECT:** Resolution 26-09 | Resolution Authorizing Blanket Purchase Orders for Repair and Remodel of Spring Hill Water Headquarters

**RECOMMENDATION:** Staff recommends approval of the resolution authorizing limited blanket purchase orders for Spring Hill Water with the specified vendors and not-to-exceed amounts to support minor capital and facility improvements at the temporary Water and Sewer Division Headquarters.

**BACKGROUND:** The Spring Hill Water Headquarters is currently undergoing temporary relocation pursuant to prior Board authorization. During this period, minor capital and facility improvements are required to support safe, efficient, and uninterrupted operations.

These improvements consist primarily of materials and tools necessary for basic facility readiness, safety, and functionality. The resolution is intentionally narrow in scope, limiting purchases to specific vendors and defined categories of materials to ensure strong internal controls and prevent project-level expenditures from occurring outside standard procurement procedures.

Blanket purchase orders with limited retail vendors allow staff to efficiently obtain incidental materials as needs arise, reduce administrative delays for small purchases, and avoid disruptions to daily operations. **Services, labor, specialty purchases, and higher-dollar items will continue to be procured through the City’s standard purchasing process, including the solicitation of quotes where required.**

**FINANCIAL IMPACT:** Expenditures authorized under this resolution are limited to the vendor-specific and aggregate not-to-exceed amounts approved by the Board. All costs will be charged against existing, approved Fiscal Year 2025–2026 Spring Hill Water budget appropriations. No additional funding is requested or required as a result of this action.

**SUPPORTING DOCUMENTS:** N/A



City of Spring Hill | Spring Hill Water  
 199 Town Center Parkway  
 Spring Hill, Tennessee 37174  
 dan.allen@springhilltn.org  
 931-486-2252

**RESOLUTION 26-10**

**A RESOLUTION TO AUTHORIZE THE DISPOSAL OF PUBLIC WORKS  
EQUIPMENT ON GOV DEALS**

**WHEREAS**, the City of Spring Hill Public Works Department desires to sell surplus property that has reached the end of its useful life requires extensive maintenance through GovDeals Online Auction, as detailed below.

Year	Make	Model	VIN
2008-2010	Rover	RA200 - Inspection Camera	N/A
2007	John Deere	6430 Tractor	L06430H650245

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Mayor and Aldermen of the City of Spring Hill hereby authorizes the sale of surplus property for the Public Works Department.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of January, 2026.**

ATTEST:

\_\_\_\_\_  
Matt Fitterer, Mayor

\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney

SPRING HILL  
T E N N E S S E E

STAFF MEMORANDUM

**TO:** Board of Mayor and Aldermen  
**FROM:** Kyle Therriault, Purchasing Agent  
**DATE:** 1/5/2026  
**SUBJECT:** Resolution 26-10

**RECOMMENDATION:**

Finance recommends that the Board approve this resolution authorizing the disposal of surplus vehicles and equipment that have reached the end of their useful life.

**BACKGROUND:**

The Public Works Department has identified two pieces of equipment that are no longer operationally efficient and have exceeded their practical service life. In accordance with the City's Purchasing Policy, these surplus assets are recommended to be disposed of through sale at auction (GovDeals).

**FINANCIAL IMPACT:**

Proceeds from the sale of these surplus assets will be deposited into corresponding fund for each department disposing of property. No additional expenditure is required, and the action poses no risk to the approved budget.



City of Spring Hill | Finance Department  
199 Town Center Parkway  
Spring Hill, Tennessee 37174  
ktherriault@springhilltn.org  
931.446.2384

**RESOLUTION 26-11**

**A RESOLUTION TO RECLASSIFY AN AUTHORIZED POSITION IN THE FINANCE DEPARTMENT FOR FISCAL YEAR 2025-2026**

**WHEREAS**, the City of Spring Hill is committed to maintaining appropriate staffing levels and ensuring the efficient delivery of services through accurate classification of authorized positions; and

**WHEREAS**, there is currently one authorized Receptionist position in the Finance Department whose duties have expanded to include a broader range of administrative and confidential support responsibilities; and

**WHEREAS**, the reclassification of this position to Administrative Assistant I more accurately reflects the scope of work performed, including providing direct administrative assistance to the Finance Director; and

**WHEREAS**, this reclassification represents a consolidation and clarification of duties only, does not increase the total number of authorized positions, and does not result in any change to the current pay grade or compensation structure;

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

1. The authorized Finance Department position currently classified as Receptionist is hereby reclassified to Administrative Assistant I, effective upon adoption of this resolution.
2. This action does not increase the City's authorized strength and is budget-neutral for Fiscal Year 2025–2026.
3. City staff are authorized and directed to update all applicable personnel records, job descriptions, and related documentation to reflect this reclassification.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of January 2026.**

\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney



## STAFF MEMORANDUM

**TO:** Board of Mayor and Aldermen  
**FROM:** Rebecca Holden, Finance Director  
**DATE:** 01/05/2026  
**SUBJECT:** Resolution 26-11, Reclassification of Receptionist to Administrative Assistant I – Finance Department

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**RECOMMENDATION:**

Staff recommends approval of Resolution 26-11, reclassifying one authorized Receptionist position in the Finance Department to Administrative Assistant I.

**BACKGROUND:**

The Finance Department currently has one authorized Receptionist position. Over time, the responsibilities associated with this position have expanded beyond traditional front-desk duties to include a broader range of administrative and confidential support functions. These duties include providing direct administrative assistance to the Finance Director, coordinating departmental activities, and supporting financial operations.

Reclassifying this position to Administrative Assistant I more accurately reflects the scope of work being performed and aligns the position title with current job responsibilities. This action represents a consolidation and clarification of duties only and does not change the number of authorized positions.

**FINANCIAL IMPACT:**

There is no financial impact associated with this reclassification. The position will remain at its current pay grade, and this action is budget-neutral for Fiscal Year 2025–2026.



City of Spring Hill | Finance Department  
199 Town Center Parkway  
Spring Hill, Tennessee 37174  
rholden@springhilltn.org

**RESOLUTION NO. 26-12**

**A RESOLUTION TO AUTHORIZE THE EVALUATION OF THE AERATOR 2B GEARBOX AT THE WATER RECLAMATION FACILITY**

**WHEREAS**, the City of Spring Hill operates and maintains a Water Reclamation Facility that is required to remain in continuous and reliable operation to ensure regulatory compliance and effective wastewater treatment; and

**WHEREAS**, Aerator 2B is a critical component of the biological treatment process, providing essential oxygen transfer necessary to maintain treatment efficiency and permit compliance; and

**WHEREAS**, City staff have conducted continued troubleshooting of Aerator 2B and have determined that further evaluation of the gearbox by a qualified contractor is necessary to diagnose the extent of the issue and identify required repairs; and

**WHEREAS**, John Bouchard & Sons Co. has provided a quote for the removal, disassembly, inspection, and evaluation of the Aerator 2B gearbox; and

**WHEREAS**, John Bouchard & Sons Co. currently holds an active contract with the City of Spring Hill for pump and motor repair services, authorized by the Board of Mayor and Aldermen through Resolution 23-209; and

**WHEREAS**, the estimated cost for the Aerator 2B gearbox evaluation is **\$49,810.00**, and funding for this work is available within the Repairs and Maintenance – Machinery and Equipment budget, account 410-52210-52621; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Spring Hill Board of Mayor and Aldermen that authorization is hereby granted to proceed with the evaluation of the Aerator 2B gearbox at the Water Reclamation Facility from John Bouchard & Sons Co., in an estimated total price of **\$49,810.00**.

**Passed and adopted the 5<sup>th</sup> day of January, 2026.**

\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney



## STAFF MEMORANDUM

**TO:** Board of Mayor and Aldermen  
**FROM:** Dan Allen, ACA, AGM-Water; Ryan LaMunyon, AGM-Reclamation  
**DATE:** 01/05/2026  
**SUBJECT:** Resolution 26-12-Authorization to perform an evaluation on Aerator 2B Gearbox

**RECOMMENDATION:** Staff recommends authorization to proceed with continued troubleshooting and evaluation of the Aerator 2B gearbox at the Water Reclamation Facility, as outlined in the attached quote from John Bouchard & Sons Co., and to approve the associated cost for this evaluation.

**BACKGROUND:** Operations staff at the Water Reclamation Facility have been actively troubleshooting operational issues associated with Aerator 2B. Despite internal efforts, the gearbox continues to exhibit conditions that require further investigation by a qualified contractor.

Aerator 2B is a critical component of the biological treatment process, providing necessary oxygen transfer to maintain treatment efficiency and regulatory compliance. Reliable operation of this aeration equipment is essential to ensure permit compliance, treatment performance, and overall system stability.

The attached quote from John Bouchard & Sons Co. provides for the removal, disassembly, inspection, and evaluation of the Aerator 2B gearbox. The evaluation will determine the extent of wear or damage and identify whether additional repairs or replacement will be required. John Bouchard & Sons currently holds an approved contract with the City for pump and motor repair services, previously authorized by the Board.

Failure to proceed with this evaluation could result in prolonged operational risk and potential compliance concerns.

**FINANCIAL IMPACT:** The estimated cost for the Aerator 2B gearbox evaluation of \$49,810.00 as outlined in the attached quote will be charged to the following account:

- Repairs and Maintenance – Machinery and Equipment  
Account: 410-52210-52621.



City of Spring Hill | Spring Hill Water

199 Town Center Parkway  
Spring Hill, Tennessee 37174  
dan.allen@springhilltn.org  
931-486-2252

**SUPPORTING DOCUMENTS:** Quote, John Bouchard and Sons Co.; Resolution 23-209



**City of Spring Hill | Communications**  
199 Town Center Parkway  
Spring Hill, Tennessee 37174



**JOHN BOUCHARD & SONS CO.**  
BUILDING & SUSTAINING  
HARDWORKING INFRASTRUCTURE  
- SINCE 1900 -

CONSTRUCTION & SALES  
Industrial Fabrication  
Fire Protection Systems  
Iron Construction Castings  
Air Compressor Sales & Rentals  
Mechanical, Plumbing & Electrical  
Pumping Systems & Industrial Sales

SERVICE & REPAIR  
Restaurant Equipment  
Fire Protection Systems  
Air Compressors & Dryers  
HVAC, Plumbing & Electrical  
Pumps & Rotating Equipment  
Water & Wastewater Equipment

**Machine Services Quotation**

December 30, 2025

Attn: Greg Shouse

To: Spring Hill Wastewater Treatment Plant  
3893 Mahlon Moore Rd.  
Spring Hill, TN 37174

RE: Gearbox Removal and Evaluation

We are pleased to offer the following.

Provide labor material and equipment to remove aerator gearbox for disassembly, evaluation and inspection cost does include new bearings for reassembly if nothing major is found. If major work is found to be necessary, there will be a quote for that work. JBS will check all seals, gears and tolerances to manufacture specs.

**Estimated Total Price = \$49,810.00**

Price does not include any applicable taxes. This is an estimate based on information provided by the customer. Additional costs will apply for unforeseen circumstances such as but not limited to additional repairs needed and/or loss of quoted time due to the customer not meeting workspace or equipment requirements. Any payment received by credit card will result in extra charges per transaction equal to the sum of transaction charged to us. Order acceptance subject to suitable credit and payment terms. JBS reserves the right to invoice monthly for partial payments; past due balances may impact future delivery.

*THIS PROPOSAL IS SUBJECT TO ACCEPTANCE WITHIN 30 DAYS*

Accepted On: \_\_\_\_\_

John Bouchard & Sons Co.

By: \_\_\_\_\_ (signature)

By: Dennis Roop

Name: \_\_\_\_\_ (print)

Name: Dennis Roop

Nashville ~ Knoxville ~ Elizabethtown ~ Evansville  
1024 Harrison Street - Nashville, TN 37203  
[www.JBouchard.com](http://www.JBouchard.com) - (615) 256-0112



**CONSTRUCTION & SALES**

Industrial Fabrication  
Fire Protection Systems  
Iron Construction Castings  
Air Compressor Sales & Rentals  
Mechanical, Plumbing & Electrical  
Pumping Systems & Industrial Sales

**JOHN BOUCHARD & SONS CO.**

**BUILDING & SUSTAINING  
HARDWORKING INFRASTRUCTURE  
- SINCE 1900 -**

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Restaurant Equipment  
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HVAC, Plumbing & Electrical  
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Water & Wastewater Equipment

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1024 Harrison Street - Nashville, TN 37203  
[www.JBouchard.com](http://www.JBouchard.com) - (615) 256-0112

**RESOLUTION 23-209**

**A RESOLUTION TO APPROVE A CONTRACT FOR PUMP AND MOTOR REPAIR SERVICES**

**WHEREAS**, the City of Spring Utility Department desires to enter into an agreement for pump and motor repair services; and

**WHEREAS**, a request for proposal was published for pump and motor repair services with a bid opening of October 3<sup>rd</sup>; and

**WHEREAS**, John Bouchard and Sons was the most responsive bidder; and

**WHEREAS**, the City staff recommended award of the bid to John Bouchard and Sons to provide pump and motor repair services; and

**WHEREAS**, the contract will be valid for three years with two one-year renewal options provided both parties are in agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen authorize the service contract to be awarded to John Bouchard and Sons.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 16<sup>th</sup> day of October, 2023.

  
Jim Hagaman, Mayor

ATTEST:

  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
Patrick Carter, City Attorney



**REQUEST:** Approval of Resolution 23-209  
**SUBMITTED BY:** Jessica Weaver, Utility Director  
**DATE:** October 16<sup>th</sup>, 2023  
**RE:** To approve contract with John Bouchard and Sons Co.

**ATTACHMENTS:**

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**PURPOSE:**

To approve Resolution 22-209 to approve the contract with John Bouchard and Sons Co. for pump and motor repairs for the Utility Department.

**BACKGROUND:**

The City of Spring Hill Utility Department desires to enter into a contractual agreement for pump and motor repairs for the utility. Historically, three quotes were obtained for non-emergency repairs and emergency repairs were completed through the vendor with availability at the time of the emergency. The proposed contract will allow for emergency repairs to begin immediately with the vendor at a set rate for services rendered.

**FINANCIAL IMPACT:**

This will be funded from budgeted funds and/or budget amendments throughout the years on an as needed basis.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 23-209 to approve the contract with John Bouchard and Sons for pump and motor repairs for the Utility Department.

COPY



CONSTRUCTION & SALES

Industrial Fabrication  
Fire Protection Systems  
Iron Construction Castings  
Air Compressor Sales & Service  
Mechanical & Electrical Contracting  
Pumping Systems & Industrial Sales

**JOHN BOUCHARD & SONS CO.**

**BUILDING & SUSTAINING  
HARDWORKING INFRASTRUCTURE  
- SINCE 1900 -**

SERVICE & REPAIR

Control Systems  
Restaurant Equipment  
Pump & Rotating Equipment  
HVAC, Plumbing & Electrical  
Metal Stamping Press Rebuilds  
Fire Sprinkler Service & Inspections

October 3, 2023

Jessica Weaver  
Utility Department Director  
c/o April Goad City Recorder  
City of Spring Hill  
199 Town Center Parkway  
Spring Hill, TN 37174

Re. RFP Qualifications for Spring Hill Utility Department Pump and Motor Repair Services

Ms. Weaver,

We appreciate this opportunity to submit a response to the RFP. We believe that John Bouchard & Sons Co. (JBS) is the best qualified vendor to provide the resources, experience and staff to assist Spring Hill Utility Department to ensure the highest level of uninterrupted water/wastewater service to the residents of Spring Hill.

As you review our proposal, we would like to emphasize our 1) Experienced Staff, 2) Facilities & Equipment and 3) Significant Improvements in the past 3 years. These points are detailed within this proposal and summarized as follows:

- 1) **Experienced Staff** – Both JBS and Tennessee Electric Motor (TEM), our motor rewind subcontractor, have the most experienced pump, motor & rotating equipment repair staff in Middle TN. The JBS Machine Service Division is also uniquely supported by our Mechanical, Plumbing & Electrical construction and service departments, which focus on water/wastewater installation and upgrades. The RFP scope of work outlines some electrical work traditionally done by an electrical contractor (Replacement of VFDs, Switch Gears, MCCs, Transfer Switches, etc.). To our knowledge, we are the only machine shop in the region that also holds an electrical contracting license and regularly performs electrical work to this extent. JBS has over 100 years of experience in water & wastewater service and repair.
- 2) **Facilities and Equipment** – JBS & TEM facilities and field service vehicles are fully equipped with all necessary tools, equipment and ancillary devices to perform the highest level of pump and motor repair/rebuild services as outlined in this RFP. TEM is located 10 minutes away, and our ongoing relationship includes deliveries between JBS/TEM almost daily.
- 3) **Significant Improvements** – The JBS Machine Service Division has undergone significant facility upgrades, leadership reorganization and staffing improvements. We have reorganized, cleaned and decluttered our shop; implemented improved job tracking, quality management, and internal communication structures; hired additional



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experienced machinists to increase production and throughput efficiency; installed CNC machining equipment; and vastly improved our invoicing timing under the direction of our Controller.

We believe John Bouchard & Sons Co. is the best Vendor for the City of Spring Hill's Water/Wastewater equipment repair. Our expert staff is supported by robust facilities and equipment, our financial and bonding stability (D&B 4A1 rating), and an exceptional 24/7 service culture. JBS is a fifth-generation, family-owned, Woman-Owned Business Enterprise (WBE), and Tennessee Electric Motor is a Veteran-Owned Business, operating in Nashville for over 85 years.

We invite your review of the attached documentation and welcome any questions or comments you may have. Please let us know if you would like to schedule facility inspections at JBS and/or TEM.

Sincerely,

Doug Presson

Machine Service Division  
John Bouchard & Sons Co.  
[Doug.Presson@JBouchard.com](mailto:Doug.Presson@JBouchard.com)  
1024 Harrison St.  
Nashville, TN 37203

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## Company Qualifications and Services Offered

For over a century, the JOHN BOUCHARD AND SONS CO. tradition of innovation and excellence has helped create and maintain the systems that keep the Mid-South running. Beginning as a Nashville machine shop in 1900, we were incorporated in 1913, and today are a fifth-generation, family-owned, diversified company serving customers through four fully-integrated divisions. These divisions are internally organized under Industrial Sales, Machine Services, Construction and Foundry. Our home office/shop is in its original Nashville location, and we are a certified Woman Business Enterprise (WBE) through the TN Governor's Office of Diversity Business Enterprise.

Our **Machine Service Division** employs machinists, millwrights, pump technicians, controls specialists, fabricators and compressor technicians. Our specialty is the repair and service of water and wastewater equipment, including vertical turbine, centrifugal, submersible, and vacuum pumps, aerators, flow meters, control valves, compressors, blowers and gear boxes. We are the most experienced pump and rotating equipment rebuilders in Tennessee.

Our **Construction Services Division** includes Mechanical, Plumbing and Electrical Contracting Departments and Bouchard Fire Protection, an automatic sprinkler contractor. Our construction division integrates regularly with the Machine Service Division to provide turnkey expertise and installation of water and wastewater treatment equipment.

Our **Industrial Sales Division** supplies all types of pumping and compressed air equipment and associated products. We have a full sales team, calling on the industrial markets in Tennessee, Kentucky and Southern Indiana. Working with our other divisions, we have the capability to provide packaged equipment and complete installation and repair services for the products we sell.

Our **Foundry Division** products comprise the largest municipal casting inventory in the region and serves customers throughout the entire Mid-South region of the United States. We are also an exclusive distributor for Neenah and Deeter Foundries. Our product line includes manhole frames and covers, drains, grates and valve boxes.

Company-wide, we employ over 175 people. From manufacturing to sales, through estimating and service, we seek customer satisfaction. Our teamwork approach to service has proven the test of time and has allowed us to become the most established service center in the state. We intend to carry the values of Integrity, Quality, Service and Family into the future, as we continue to build and sustain the hardworking infrastructure that facilitates flourishing communities.



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## Product Line-up and Services Currently Provided

JBS is the *most experienced pump and rotating equipment repairer* in the Mid-South. We work hard to ensure that your equipment runs smoothly when you need it most. Our team of experts is on-call 24/7 to provide solutions that sustain water and wastewater infrastructure systems. Our Machine Service Division employs top service technicians, machinists, controls & electrical specialists, millwrights and fabricators, who all work together to troubleshoot and repair your essential equipment and systems.

We specialize in the maintenance and repair of water and wastewater equipment used in the treatment process. Day-in and day-out, for generations, the JBS team has continually been working to build & sustain the hardworking infrastructure of utility systems across the Mid-South. Our specific services include but are not limited to:

### Machine Repair Services

- **Turnkey:** On-site & in-house troubleshooting, repair, rebuilds, installations and start up for all types of production & rotating machinery
- Pump Repair (*detailed below*)
- Repair and rebuilds of Motors, Blowers, Gear Boxes, Clarifiers, Aerators, & Lift Stations
- Repair of Sluice Gates, Shafts, Valves, Flow Meters, Sludge Collectors, Screens and other water/wastewater equipment.
- Controls installations, troubleshooting and repair
- Heat Exchanger repair & rebuilding
- Laser Alignment of rotating machinery (pumps, gear reducers, motors, etc.).
- Full in-house machine shop services (*see JBS Equipment section below*)
- Authorized sales & repair center for multiple pump manufacturers

### Fabrication Services

- Mig, Tig, & Stick welding procedures performed by certified welders
- In-house inventory of alloys
- Fabricated bases & components for machinery installation

### Pump Repair – all makes and models, including:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Horizontal Split Case</li> <li>• Submersible</li> <li>• Vertical Turbine</li> <li>• ANSI Process</li> <li>• Self-Priming</li> <li>• Rotary Gear</li> </ul> | <ul style="list-style-type: none"> <li>• Progressive Cavity</li> <li>• Air-Operated Diaphragm</li> <li>• Positive Displacement</li> <li>• Non-Clog Sewage</li> <li>• Centrifugal</li> <li>• <i>And More</i></li> </ul> |
|---|--|

## Location of Facilities

Our JBS Machine Shop continues in its original 1900 location at 1024 Harrison St., Nashville, TN 37203. It is easily accessible from I-40, I-65 and I-24. This 47,500 sq. ft. Nashville, TN headquarters includes a 15,000 sq. ft. machine shop repair center, 9,500 sq. ft. of compressor



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repair space, & a 10,000 sq. ft. fabrication area. Notably, our pump/motor repair stations are immediately adjacent to our lathes and boring mills, so that the full repair process is completed within the same vicinity. JBS satellite shop/service centers are located in Knoxville, TN, Elizabethtown, KY and Evansville, IN.

Tennessee Electric Motor (TEM) is located at 121 Duluth in Nashville, TN 37209. Their 22,000 sq. ft. motor repair facility is immediately adjacent to I-40 and Briley Parkway.

### **JBS Machine Services Equipment**

#### **Shop Equipment**

- (14) Lathes of various sizes, with diameters up to 36" and lengths up to 32'
- (2) 10-ton overhead cranes; multiple jib and smaller overhead cranes
- Large horizontal boring mill and multiple standard size vertical boring mills
- Horizontal and line boring up to 48"; portable line boring
- Computerized balancing machine with capacity for projects up to 10' in length and 6' in diameter. *IRD Model 295 Balancing Machine including updated software.*
- Spray welding machine
- 400-ton Hydraulic Press
- In-house wash bay, sandblasting and painting booths
- Materials kept in JBS inventory include:
  - In-house tool room stocked with hardware, grease, packing & other supplies for repairs
  - Steel pipe and fittings (1/2" – 12" steel weld fittings, 1/2" – 6" black malleable threaded fittings, steel pipe inventory up to 8-10")
  - Brass stock for pump bushings bearings and wear rings
  - Pump shafting material: 3/4" – 2" 416 (pump shaft quality) and cold roll shafting up to 2-1/2"
  - Steel fabrication material including angle, flat bar, square tubing, plate and grating.

#### **Field Service Equipment**

- **Service truck fleet includes** (2) 16,001 – 19,500 GVWR trucks with 6,000lb **cranes**; (1) 14,001 – 16,000 GVWR truck with 5,000lb **crane**; and (2) trucks with 3,000lb **cranes**. Overall company fleet includes 80+ service trucks/vans.
- Service trucks are outfitted with confined space equipment and trained personnel; fall restraints and other PPE; welding machines; torches; and specialty tools for pump/motor troubleshooting, maintenance, repair and installation.
- Laser alignment and vibration analysis equipment
- Tool room stocked with plentiful specialty tools for field service work, such as extensive lifting gear, power tools, oversized wrenches, packing, grease, and much more



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**Motor Shop Sub Equipment and Capabilities (TEM)**

JBS has worked closely with Tennessee Electric Motor (TEM) for decades. The proximity of their repair facility to ours allows for minimal wasted time in transportation of equipment, and our long relationship allows for efficient problem solving and workflow. TEM's staff experience, facilities and equipment will allow them to fulfill all requirements of the Scope of motor repair specifications.

TEM follows the guidelines of EASA Standards R-100 recommended practice for repair of rotating electrical apparatus and will also follow customer required rebuild specs for specific applications, as needed. Tennessee Electric has a large customer base with existing repairs matching Spring Hill's requirements. They are the largest WEG Stocking distributor in Tennessee, stocking motors, drives, soft starts, and motor controls.

**Shop Equipment**

- Baker AWAIV-12KV Motor Tester
- Lexceco Core Loss Tester
- 600HP Soft Start Motor Test Run Capability
- 150HP VFD Motor Test Run Capability
- Phoenix Test Run Center – up to 4160VAC
- Steelman Temperature Controlled Burnout Oven – 88" x 64" x 69"
- Steelman Temperature Controlled Bake Oven – 76.5" x 53" x 75"
- Combined 10-Ton Overhead Hoist Lifting Capacity
- Dynabal Dynamic Computerized Balancing for Rotor and Overhung Balancing
- Vacuum Pressure Impregnation (VPI) Capabilities

**Current JBS Clients with Similar Needs**

This list is not exhaustive, but rather exemplifies the breadth of municipalities and institutions for whom JBS regularly provides pump, motor and other water/wastewater service and repair. The References section (below) lists additional major clients with similar needs.

**Bon Aqua Lyles Utility**  
P.O. BOX 35  
Lyles, TN 37098

**City of Cookeville**  
1860 S. Jefferson  
Cookeville, TN 38501

**Bowling Green Municipal Utilities**  
801 Center St.  
Bowling Green, KY 42101

**City of Brentwood**  
P.O. Box 244  
Brentwood, TN 37027

**City of Camden**  
110 Hwy 641 S  
Camden, TN 38320

**City of Huntsville**  
PO Box 2048  
Huntsville, AL 35804



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**City of Savannah Utility Dept.**  
140 Main St.  
Savannah, TN 38372

**Centerville Waterworks**  
769 Hwy 50 E  
Centerville, TN 37219

**Columbia Power & Water**  
PO Box 379  
Columbia, TN 38402

**Consolidated Utility District**  
709 New Salem Hwy  
Murfreesboro, TN 37130

**Fairview Utility District**  
Ragsdale Ln  
Pulaski, TN 38478

**Fort Campbell (Jacobs/2M Hill)**  
5101 Tennessee Ave.  
Fort Campbell, KY 42223

**Harpeth Valley Utilities District**  
5910 River Rd.  
Nashville, TN 37011

**Hendersonville Utility District**  
PO Box 180  
Hendersonville, TN 37077

**Madison Suburban Utility**  
P.O. Box 175  
Madison, TN 37116

**Mallory Valley Utility District**  
PO Box 936  
Franklin, TN 37065

**Marietta County Water System**  
PO Box 1196  
Columbia, TN 38402

**Metro Nashville Airport Authority**  
921 Airport Service Rd.  
Nashville, TN 37214

**West Wilson Utility District**  
P.O. Box 97  
Mt Juliet, TN 37122

**White House Utility District**  
P.O. Box 608  
White House, TN 37188

## References

Water/Wastewater systems similar in scope to Spring Hill, for whom JBS provides similar scopes of work to the RFP include:

### **City of Lebanon**

- Scope: Water & Wastewater Service Contract - mechanical and electrical services for the repair of pumping stations and treatment plants.
- Description: Installation, troubleshooting and repair of water and wastewater equipment, including but not limited to pumps, motors, gear boxes, VFDs, control panels, valves and tanks.
- Duration: Contract initially awarded in 2016, with 2 extensions since.
- Contact: J.C. York, WTP Superintendent. Phone: 615-444-0825
- 200 Castle Heights N., Lebanon, TN 37087



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**Murfreesboro Water Resources Department**

- Scope: Water & Wastewater Service Contract - Water & Wastewater System Mechanical & Electrical
- Description: Installation, troubleshooting and repair of water and wastewater equipment, including but not limited to pumps, motors, gear boxes, VFDs, control panels, valves and tanks. JBS also provides mechanical, electrical and plumbing contracting services.
- Duration: Contract initially awarded in 2015, re-bid & renewed in 2018 and 2022.
- Contact: Alan Cranford, WTP Manager. Phone: 615-29-201-646
- Contact: John Strickland, WWTP Manager. Phone: 615-663-5185
- P.O. BOX 1477, Murfreesboro, TN 37132

**City of Clarksville**

- Scope: Pump/Motor Maintenance Contract (Water & Wastewater)
- Description: Diagnosis, removal, repair, reinstallation, alignment and startup of large to medium size split case centrifugal, vertical turbine, submersible pumps, valves, etc. Machine work related to any repair of equipment used in the treatment processes of the wastewater plant and collection systems such as valves, shafts, gearboxes, pumps, motors, control valves, screens, etc.
- Duration: Contract awarded in 2023. Previous contracts in 2008-2018
- Contact: Chris Lambert, Water Operations Division Manager. Phone: 931-645-7400 Ext.1600
- City of Clarksville, One Public Square Clarksville, TN 37040

**Staff Experience and Abilities**

When selecting a service provider, the overall value is perhaps the most important consideration. We are the most experienced pump and municipal equipment rebuilder in the region, which allows us to provide customers with the most efficient and lasting solutions to problems.

We understand that in hourly-rate service agreements, customers receive the best value when communication is clear, troubleshooting is accurate, repairs are made efficiently and correctly, and invoicing is prompt. This saves the owner time and money and can only be provided by a team with extensive experience and trade skill. Our team and TEM's team stand ready to serve the Town of Spring Hill in such a manner. The key team members who will be working directly to fulfill Spring Hill's needs are:



**Controller – James Baer, CPA, CGMA, ABA (Inactive), CIA (Inactive)**

- Bachelor of Science in Accounting and Information Systems & Minor in Business Administration – 2009
- Masters of Science in Accounting and Information Systems - 2010
- Staff Accountant at Howard Baer Inc. Nashville, TN – 2010-2012
- Tax Associate at Kraft CPAs Nashville, TN – 2012
- Audit Staff to Audit Manager at Blankenship CPA Group Nashville, TN – 2012-2015
- Internal Audit Manager at AIG, Inc. Nashville, TN – 2015-2016



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- Controller at John Bouchard & Sons, Co. Nashville, TN – 2016-Present
- **Improved Invoicing and Job Management for JBS through:** *Digitized AP Processing; Streamlined Billing Procedures; Revamped Standardized Job Costing; Streamlined Sales & Use Tax Reporting; Updated Financial Reporting Techniques; New Job Management & Reporting Systems*



**Machine Service & Construction Division Manager – Andy Maddox**

- Nashville State Tech., Electrical Engineering Technology, 1980
- Professional Development classes Northwestern University, Kellogg School of Management, 1988-1993
- Belmont University Certificate in MBA, Scarlett Leadership Institute, 2008
- Square D Company, Field Service Engineering - National Project Manager, Circuit Breaker & Switchgear Retrofits; with company 1980-1993
- Joined JBS in 1993, serving as electrical technician in the Machine

Service Division and electrical project manager in the Construction Division, before promotion to current role.

- Manages Machine Services and Construction Division personnel.
- 40+ years of experience in Water, Wastewater, and Industrial services.
- Qualifying Agent of Record for JBS TN Contractors License #319.



**Machine Service Division Operations Manager – Josh Maddox**

- 16 years Sales and Project Manager experience in the metal forming, equipment repair, and metal fabrication industry. Duties have included: sales and estimating, managing service crews, working with subcontractors, invoicing, buying and selling used equipment. Joined JBS in 2013.
- Currently manages Machine Services Division, overseeing sales and operations staff, and field and shop crews.
- AutoCAD at ITT-Tech, 2005; Larry Halt International Success Dynamics course, 2009.

- Board of Directors member for the Tennessee Precision Metal Forming Association.



**Machine Sales & Service Leader – Carver Morgan**

- BS, Engineering Sci., Engineering Mgmt. & Corp. Strategy, Vanderbilt University, 2011
- MBA, Lipscomb University, 2020; Honor Society – Delta Mu Delta
- Joined JBS in 2014 as a sixth-generation employee; previously served in various apprenticeship and then management roles, including Safety Director, Project Coordinator and Project Manager
- OSHA30, CPR/First Aid and other safety certifications.



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**Machine Shop Foreman – Dan Courtney**

- Field Service Technician, Machinist and Pump Repair Technician at JBS, 1994 – 2006.
- Project Estimator and Manager – bidding and managing motor, pump and industrial equipment repairs and installations, 2005-2008.
- Currently responsible for overall machine and fabrication shop administration, incl. job tracking, parts ordering and invoicing, 2008-present.
- Associated Builders and Contractors 10-week Project Management Training certificate.



**Machine Shop Superintendent – Dennis Roop**

- Field Service Technician, Machinist and Pump Repair Technician, including laser alignments and 17-ton boom truck operator at JBS, 1998-2009.
- Project Estimator and Manager – bidding and managing motor, pump and industrial equipment repairs and installations.
- Currently oversees field and shop scheduling, production and technical oversight, 2010-present.
- Associated Builders and Contractors 10-week Project Management

Training certificate



**Outside Sales Representative – Doug Presson**

- Journeyman sheet metal worker and welder, overseeing projects at GM Saturn, Volvo Roanoke, TVA, Owens Corning, Nashville Thermal, Gallatin Resources and many others, 1986– 2014.
- JBS Fabrication Shop Foreman, quoting and managing fabrication work and developing fabrication team, 2014-2018
- Currently serves water and wastewater customers by quoting, project managing and providing customer communication.

• Sheet metal local 117 apprenticeship, TN vocational school basic machine shop training, TN vocational school AutoCAD training, Flow International waterjet operation and mechanical repairs.



**Outside Sales Representative – Michael Jackson**

- Journeyman Machinist, Millwright and Project Manager with 37 years of machining, field-service, project management and supervisory experience.
- Employed by JBS for 21 years, first serving as a machinist, and most recently as a project manager and supervisor for the past 12 years.
- OSHA30, CPR/First Aid and other safety certification.



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**Health, Safety and HR Manager – Greg McGuigan**

- US Navy, E-5 Rank (Seabees). Heavy Equipment Operator, serving in combat operations with honorable discharge, 1996-1999.
- Heavy equipment operator, Equipment Operator 2<sup>nd</sup> Class, 2000-2004
- Nissan North America, Production Technician and crew leader, 2004-2008
- 10 years at AT&T, starting as a technician and eventually promoted to Tennessee management, incl. Safety and Leadership roles.
- Joined JBS as Safety Director in 2019. Responsible for company-wide safety program, including Safety Committee, policies, trainings and inspections.
- Added Human Resources responsibilities in 2023.
- Red Cross certified CPR/AED instructor, Small Systems Driver Training Trainer, certified aerial lift instructor, OSHA 30 Excavation Competent Person. Certified in Lean Six Sigma (Yellow Belt), 5S, MSQC, and Elite Leadership.

**JBS Machine Services Technicians**

JBS machine service technicians have over 50 years of combined pump repair, machining and fabrication experience. Details as follows:

**Machine Service - Field Service Crew**

- *On-call 24/7 and capable of responding and initiating emergency repair work within four (4) hours after authorization.*
- Includes (13) highly experienced pump/motor technicians, millwrights and controls technicians.
- Certifications include OSHA 30 certified, certified crane operators, confined space certified, and many training certificates from equipment manufacturers and controls software platforms.

**Journeyman Millwrights/Mechanics – Field Service Personnel**

- Jackie J. – 42 years with JBS
- Frank T. – 30 years with JBS; 40 total years in the trade
- Greg E. – 25 years with JBS
- Levi G. – 17 years with JBS
- Jason K. – 4 years with JBS; 15 total years in the trade
- Jake C. – 11 years with JBS
- Kyle S. – 9 years with JBS

**Water/Wastewater Controls Technicians – Field Service Personnel**

- Eric P. – 17 years with JBS
- Dylan D. – 1 year with JBS; 5 years as fabricator; 3 years as CNC machinist

**Apprentice Machinists / Mechanics**

- Doug G. – 5 years with JBS; 13 years in industrial maintenance
- Nathaniel S. – 3 years with JBS
- Brian T. – 1 year with JBS; 5 years in industrial maintenance prior.
- Bailey R. – 1 year with JBS; TCAT degree prior.



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**Machinist and Fabrication Shop Crew**

- Includes journeymen machinists and certified industrial fabricators.
- Includes 13 crew members, who specialize in machining and rotating equipment repair.
- OSHA 30 certified, dynamic balancing certified, and many holding journeymen and/or manufacturers training certificates for machine work and pump rebuilding, respectively.
- **Journeyman Machinists/Mechanics – Repair Shop Personnel:**
  - Rush W. – 25 years with JBS; lead machinist; 45 years in the trade
  - Mike D. – 30 years with JBS; 40 total years in the trade
  - JR M. – 19 years with JBS; 35 total years in the trade
  - Bruce W. – 10 years with JBS; 30 total years in the trade
  - Calvin D. – 31 years with JBS; 40 total years in the trade
  - Thomas A. – 5 years with JBS; 20 total years in the trade
  - James D. – 1 year with JBS as Chief machinist; 12 years as CNC machining business owner; 28 total years in the trade
  - Chris Q. – 1 year with JBS; 27 total years in the trade
  - James O. – 1 year with JBS as machinist; 12 total years in the trade
  - Jonathar F. – 1 year with JBS as machinist; 6 total years in the trade
- **Certified Welder/Fabricator – Field and Shop Service**
  - Scott B. – 10 years with JBS; 35 years industrial maintenance experience
  - Brent D. – 10 years with JBS; 35 years fabrication and construction experience
  - Don T. – 8 years with JBS as certified welder; 47 total years in the trade

**Motor Sub Employee Experience - Tennessee Electric Motor**

TEM employees have 196.5 years of combined electric motor, gearbox and pump repair experience. All of the following employees are EASA Members.

- David G. - 32 years experience - AC/DC Electric Motor Repair, Pump & Gearbox Repair.
- Gary F. – 30 years experience - AC/DC Electric Motor Repair and Rewind, AC/DC Pump & Gearbox Repair.
- Chris C. – 29 years experience - AC/DC Electric Motor Repair, Pump Repair Tech.
- Greg J. – 27 years experience - AC/DC Electric Motor Repair and Rewind, Pump & Gearbox Repair, Level II Thermographer, Laser Alignment.
- Shamas A. – 28 years experience - AC/DC Electric Motor Rewind & Repair, Electrical Engineer, Certified High Voltage.
- Jesus N. – 24 years experience – Electric Motor Rewind.
- Greg J. – 20 years experience - AC/DC Electric Motor Rewind.
- Josh C. – 3 years experience - AC Electric Motor Rewind, Repair Cost Estimating.
- Jacob D. – 2 years experience - AC/DC Electric Motor Rewind, TCAT Mechatronics Certificate.
- Andy R. – 1 year experience – Sales & Service Division, Field Balancing and Laser Alignment.
- Garrett P. – 0.5 years experience - AC/DC Electric Motor Repair, Dynamic Balancing.



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### Quality Management

Quality machining, mechanic and repair work begins and ends with the expertise of the individuals doing the work. In 2021, we implemented increased quality management measures to add documentation, accountability and technical record keeping to our repair process. The process is overseen by our lead machinist, who has been with JBS for 25 years and has over 40 years of machining and mechanic experience.

- Documentation – each piece of equipment is tagged with a “Traveler” (see Appendix), which is used to document the condition of the equipment both before and after the repair.
- Accountability – the documentation increases accountability within our team, since each machinist/mechanic initials the measurements that they take.
- Technical Record Keeping – when the job is complete, the traveler is scanned into our job files for reference in future circumstances.

### Comprehensive Job & Invoice Tracking

In addition to increasing our workforce and improving quality management, we have implemented accounting and job tracking systems to improve the speed with which we process repairs, understand job status and produce invoices. Our new Controller created dynamic Work In Process and Unbilled reports, which better allow us to comprehensively track all jobs in process.

- **Work In Process** – The “WIP” report includes features such as Start Date, Last Labor Date and Cost to Date of all jobs, providing our shop management team with information to keep repairs moving efficiently and on schedule.
- **Unbilled** – The Unbilled Report allows us to track jobs from completion through invoicing. Whereas in years past, a final invoice could be delayed while waiting for supplier invoices, now the Unbilled Report quickly highlights the number of Days to Bill for each job. This report continues to speed up our invoicing process.
- **Equipment Tags** – Since many older pieces of equipment come to us without sufficient equipment tags, we have implemented custom JBS stickers to identify equipment we have repaired. The job number is listed and can be traced back to our system records, which include labor and materials details as well as the Traveler, which includes measurement, model #, S/N and other equipment details.



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### JBS Exceptions to RFP Language

**1) Section 3.3 Supervision by the Vendor states:**

- a) The vendor shall supervise and direct on-site maintenance work. Is the City of Spring Hill willing to pay extra to have a supervisor on site when work is being done.

**JBS Proposal:** Our lead man from each crew qualifies as a foreman supervising our own work. At the same time, one of our people would be supervising any outside contractor or supplier we might hire.

**2) Section 3.8 Estimates for Repairs states:**

- b) Estimates must be provided within twenty-four hours of the vendor receiving the pump/motor.

**JBS proposal:** We will strive to provide estimates within one business day; however, we are constrained by our vendors' response time to us, so we cannot commit to this. Parts, service, etc.

**3) Section 3.13 Response Times states:**

- b) Emergency motor repairs must be completed within twenty-four hours of notification to proceed.

**Section 3.8 Estimates for Repairs states:**

- c) Downtime is a critical factor for the City's pumps; therefore, the motor repair, overhaul and/or rewind time is a critical factor. Maximum motor repair time shall not exceed fourteen (14) working days for the city. This includes the time taken to provide an estimate.  
d) In some cases, the City will require expedited service and motor repair time shall not exceed seven (7) working days when requested, including the time taken to provide an estimate.

**JBS proposal:** We will strive for 24 hours after the notice to proceed but we are constrained by supplier response times; material acquisition, epoxy curing time, etc. We understand that per the formal Question response by April Goad, "14 days should have been the repair time."

**4) Bid Form (Mark-ups)**

The bid form does not include a line for percent-markups or separate markups for material, rental equipment, and sub-contractors.

**JBS Proposal:** Vendor invoices will substantiate cost basis. JBS will charge 15% mark-up on all materials, rental equipment, and subcontractors. This includes crane subcontractors, when jobs require cranes larger than our 6,000lb truck cranes. Note that JBS will self-perform the vast



JOHN BOUCHARD & SONS CO.

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majority of the work for the scope of this RFP.

#### 5) Bid Form (Delivery)

**JBS Proposal:** Pickup and delivery from the Owner to JBS will be free, in the event that Owner has pulled and staged equipment for pickup. If Owner requests JBS technical field service crews to remove or reinstall equipment, JBS will bill standard shop services hourly rate, per the bid form. Shipping cost from our vendors to JBS on other materials, motors, pumps, parts, etc. will be included on vendor invoices and marked up per item 4 above.

#### Pricing

See attached bid form and signature page at the end of the included copy of RFP.

COPY

Vendor must submit the following information as part of Vendor's Bid:

If Vendor takes exception to any terms or conditions set forth in this RFP, Vendor will submit a list of the exceptions.

**5.00 BID COST FOR SPRING HILL UTILITY DEPARTMENT PUMP AND MOTOR REPAIR**

RFP 2023 Pump and Motor Repair Services Price Form		
Item	Description	Cost
Shop Services	Standard Time Hourly Rate	\$ 115.00
Shop Services	Overtime Hourly Rate	\$ 172.50
	Is Pickup and Delivery Free?	Yes/ No
Delivery	IF No, Provide Cost	\$
	Is Crane Available?	Yes/ No
Crane	IF Yes, Provide Cost <b>See Exceptions</b>	\$

**[Signatures on next page]**

Respectfully submitted,

**Bidder:** John Bouchard & Sons Co

**Address:** 1024 Harrison St

Nashville, TN 37203

**Phone:** 615.256.0112

**Email:** Carver.Morgan@JBouchard.com

**By:**   
(Authorized Signature for Bidder)

**Name:** William D. Morgan

**Title:** President

**Date:** 10/03/2023

COPY



City of Spring Hill  
Business Tax Standard License

January 20, 2023

JAMES BAER  
JOHN BOUCHARD AND SONS CO.  
1024 HARRISON ST  
NASHVILLE TN 37203-3327

Letter ID: L1538924416  
Expiration Date: 16-Feb-2024  
Return Due By: 16-Jan-2024

The business tax license printed below is the receipt and approval of your business tax license application or the renewal of your license for your existing business. The license is valid until the expiration date noted above. Your license number is 1000378473 and your classification is 4. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on January 16, 2024. Please visit [www.tn.gov/revenue](http://www.tn.gov/revenue) for additional information.

**Note:** This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-100 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

**DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA**



City of Spring Hill  
Business Tax Standard License

**This certificate must be publicly displayed.**

JOHN BOUCHARD AND SONS CO.  
1024 HARRISON ST  
NASHVILLE TN 37203-3327



Date Issued: 20-Jan-2023  
Classification: 4  
Letter ID: L1538924416  
License Number: 1000378473  
Expiration Date: 16-Feb-2024

DEPARTMENT OF  
COMMERCE AND INSURANCE

JOHN BOUCHARD & SONS CO.

397826

ID NUMBER: 319  
LIC STATUS: ACTIVE  
EXPIRATION DATE: January 31, 2025

BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS  
OF THE STATE OF TENNESSEE HAVE BEEN MET

JOHN BOUCHARD & SONS CO.  
1024 HARRISON ST.  
NASHVILLE, TN 37203

COPY

State of Tennessee 397886 13293826

BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR  
JOHN BOUCHARD & SONS CO.

*This is to certify that all requirements of the State of Tennessee have been met.*

ID NUMBER: 319  
LIC STATUS: ACTIVE  
EXPIRATION DATE: January 31, 2025  
UNLIMITED; BC-17; CE; CMC; HC-C; MU-A; MU-B



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE



Certificate Number: 052421-02  
Industry: Construction

# *The Governor's Office of Diversity Business Enterprise*



for the State of Tennessee, having determined that

## **JOHN BOUCHARD & SONS COMPANY**

*has successfully met the certification requirements as outlined in Tennessee Code Annotated, Title 12, Chapter 3, Part 8, and the policies adopted thereunder hereby grants the designation of*

### **Woman Business Enterprise**

*And is recognized as such until the expiration of registration and certification.*

**May 24, 2024**

In Witness Whereof, the Governor of the State of Tennessee and the Commissioner of General Services hereto affix our hand and the Great Seal of the State.

Jessica M. Starling  
Procurement Program Director, Governor's Office of Diversity Business Enterprise

**JBS**

**JOHN BOUCHARD & SONS CO.**

BUILDING & SUSTAINING  
HARDWORKING INFRASTRUCTURE

— SINCE 1900 —

EVANSVILLE

ELIZABETHTOWN

NASHVILLE

KNOXVILLE

**WATER & WASTEWATER**  
**SERVICE • REPAIR • CONSTRUCTION**

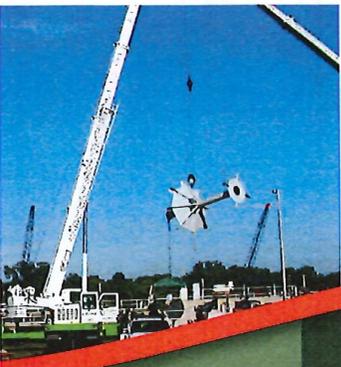
TimeWorld ISN MEMBER VENDOR

Certified **WBE** Women's Business Enterprise

*COPIES*



## WATER & WASTEWATER SERVICE • REPAIR • CONSTRUCTION









### MUNICIPAL SYSTEM EXPERTS

For over a century, the John Bouchard & Sons Co. tradition of innovation and excellence has helped create and maintain the utility systems that keep water flowing across the Mid-South.

With one of the most comprehensive service and repair centers in the region, we work hard to ensure that your equipment runs smoothly when you need it most. Our team of experts is on-call 24/7 to provide solutions that sustain water and wastewater infrastructure systems.

Our machine services division employs top service technicians, machinists, controls & electrical specialists, millwrights and fabricators, who all work together to troubleshoot and repair your essential equipment and systems.

### SERVICE & REPAIR

- Pumps
- Motors
- Blowers
- Clarifiers
- Aerators
- Valves
- Controls
- Actuators
- Gear Boxes
- Flow Meters
- Sluice Gates
- Lift Stations

JBS is THE most experienced pump and rotating equipment rebuilder in the Mid-South. Our troubleshooting and repair capabilities extend to nearly every system and piece of equipment in your operation.

We offer a broad range of preventative maintenance & service contracts, as well as industrial fabrication, full machine shop services, and repair of HVAC, plumbing & electrical systems.



### CONSTRUCTION & INSTALLATION

Since 1900, JBS has been building and upgrading municipal facilities and systems. Our Construction Division can provide turnkey Mechanical, Plumbing & Electrical contracting for your next project.

### EQUIPMENT SALES & SERVICE

- Gardner Denver Compressed Air Products
- Kaeser Blowers
- US Motors



AUTHORIZED DISTRIBUTOR



Built for a lifetime

EXPERIENCED 24/7 SERVICE & REPAIR CALL:

NASHVILLE: (615) 256-0112    EVANSVILLE: (812) 470-4110  
KNOXVILLE: (845) 523-9300    ELIZABETHTOWN: (270) 853-0282  
[JBouchard.com](http://JBouchard.com)

**JOHN BOUCHARD & SONS CO.**  
— SINCE 1900 —



## CONTROLS & SCADA

We provide comprehensive service, troubleshooting and repair solutions for a broad range of electrical and PLC controls systems.

Our technicians are **Factory Trained** for: RS 500, RS 5000, IO Modules, Control-Net, Ethernet, DeviceNet, Remote IO, Data Highway, Onron, Idec, Mitsubishi and other brands.



## PUMP REPAIRS FOR ALL STYLES

- Vertical Turbine
- Reciprocating
- Screw Pumps
- Submersible
- Split Case
- Rotary Gear

## RESOURCES FOR YOUR NEEDS

- Balancing & Vibration Analysis
- Service Truck Fleet w/ Crane
- Technical Expertise
- Laser Alignment



**24/7 SERVICE & REPAIR:**  
**JBouchard.com**

NASHVILLE: (615) 256-0112

KNOXVILLE: (865) 523-9300

EVANSVILLE: (812) 470-4110

ELIZABETHTOWN: (270) 853-0282



**Follow-up Service Inspection Report**  
**E1574641230301122012**

INSPECTION DETAILS			
Date:	2023-03-01	File Number.:	E157464
Responsible Office:	Northbrook	Volume:	1
Inspection Center:	416	CCN:	PTKQ
Product Type:	Motors and Generators, Rebuilt for Use In Hazardous Locations	UL Rep Name:	James Collier
Deliverable Type:	Listed	UL Rep.:	06458
Party Site Number:	615370	Subscriber Factory:	910567-001
Manufacturer Name:	TENNESSEE ELECTRIC MOTOR CO	Factory Rep Name:	Mr. Greg Johnson (1)
Manufacturer Address:	121 Duluth Ave Nashville, TN 37209-1207	Factory Rep Phone:	615-255-7331
Applicant:	TENNESSEE ELECTRIC MOTOR CO (615370) 121 Duluth Ave Nashville, TN 37209-1207 US	Factory Rep Email:	gjohnson@inelectricmotor.com
Nature of visit:	Regular Inspection	Sample Status:	Samples not required
UL Marks Used?	Yes	UL Marks Removed?	No
Variation Notice Issued?	No	Specific Environmental Conditions Required?	No

**PRODUCT DOCUMENTS/PRODUCTION READY VISIT**

No products examined – Production Ready Visit

Authorization to use the UL Mark is contingent upon a regular countercheck of the products intended to be UL Labeled to ensure compliance to UL requirements. Since there was no completed UL Labeled production at the time of this inspection, **please notify your UL Field Representative (named on this report) as soon as the next production date or dates are known, so that a UL inspection can be conducted during production of UL Marked products.**

**UL-OWNED EQUIPMENT CALIBRATION**

No equipment calibration required.

**COMMENTS**

Additional Comments	
Comments After Submission:	

In addition to the requirements specified in the applicable UL Services agreement and Follow-Up Service Procedure, UL further defines responsibilities, duties and requirements for both manufacturers and UL representatives in the document titled "UL Mark Surveillance Requirements" that can be located at [www.ul.com/fus](http://www.ul.com/fus), and in accordance with the applicable terms and conditions of the document at [www.ul.com/responsibilities](http://www.ul.com/responsibilities). Manufacturers without Internet access may obtain the current versions of these documents from their local UL customer service representative or UL field representative. The Field Engineer is completing the inspections per Internal Procedure UL Mark Surveillance Program Policy Manual -ULID-004573.

**EASA MEMBER**

*This Certifies that*

**Tennessee Electric Motor Co.  
Of Nashville, TN**

*is an Active Member of the Association and, as such, is entitled to all the rights and privileges pertaining thereto for the current membership year.*

**2023-2024**

—∞—  
*This Certificate Expires March 31, 2024*



*Leisha Payne*  
President & CEO

COPY

**SPRING HILL VENDOR SERVICES AGREEMENT**

THIS SERVICES AGREEMENT ("Agreement") is made by and between THE CITY OF SPRING HILL, TENNESSEE (the "City") and JOHN BOUCHARD AND SONS CO. ("Vendor") (collectively as "Parties") and is entered into on 16 October, 2023, and is effective as of the Effective Date set forth herein.

RECITALS

WHEREAS, the City requires pump and motor repair services it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City's general 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 16, 2023.
2. **TERM.** The term of this Agreement shall be 36 months from the Effective Date herein through October 16, 2026.
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. See Request for Proposal, Qualifications and Exceptions

**5. CITY'S RESPONSIBILITIES.**

- a. See Request for Proposal, Qualifications and Exceptions

**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.** The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration

of the term of all Work Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement. Either party may terminate a Work Order or this Agreement, as applicable, for material breach by the other party of the Work Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination. Expiration or termination of any Work Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Work Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed by their nature would be intended to be applicable following any such expiration and termination.

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 a 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 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, pandemics, 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: Dale L Deery  
1024 Harris St  
Nashville, TN 37003

If to City: Mayor Jim Haggaman  
19 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.

24. **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.

25. **OPEN RECORDS DISCLOSURE.** 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 the Tennessee Public Records Act and the policies of the City of Spring Hill and the Office of Open Records Counsel.

[SIGNATURES ON NEXT PAGE]

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: 

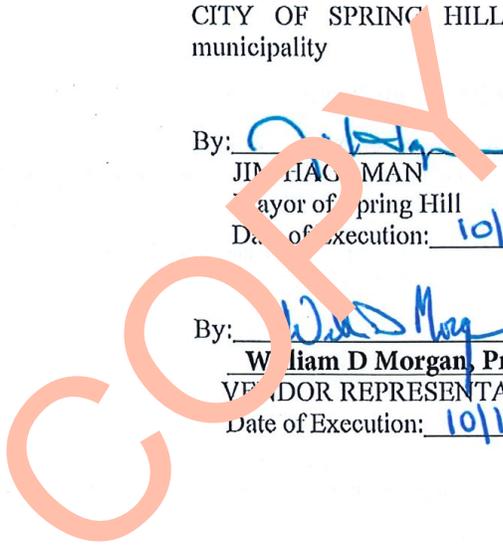
JIM HAGAN  
Mayor of Spring Hill

Date of Execution: 10/16/23

By:   
**William D Morgan, President** (print)

VENDOR REPRESENTATIVE

Date of Execution: 10/16/23





JOHN BOUCHARD & SONS CO.

— SINCE 1900 —

### JBS Exceptions to RFP Language

- 1) **Section 3.3 Supervision by the Vendor states:**
  - a) The vendor shall supervise and direct all site maintenance work. Is the City of Spring Hill willing to pay extra to have a supervisor on site when work is being done.

**JBS Proposal:** Our lead man from each crew qualified as a foreman supervising our own work. At the same time, one of our people would supervise any outside contractor or supplier we might hire.

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- 3) **Section 3.13 Response Times states:**
  - b) Emergency motor repairs must be completed within twenty-four hours of notification to proceed.

#### **Section 3.8 Estimates for Repairs states:**

- c) Downtime is a critical factor for the City's pumps; therefore, the motor repair, overhaul and/or rewind time is a critical factor. Maximum motor repair time shall not exceed fourteen (14) working days for the city. This includes the time taken to provide an estimate.
- d) In some cases, the City will require expedited service and motor repair time shall not exceed seven (7) working days when requested, including the time taken to provide an estimate.

**JBS proposal:** We will strive for 24 hours after the notice to proceed but we are constrained by supplier response times; material acquisition, epoxy curing time, etc. We understand that per the formal Question response by April Goad, "14 days should have been the repair time."

#### **4) Bid Form (Mark-ups)**

The bid form does not include a line for percent-markups or separate markups for material, rental equipment, and sub-contractors.

**JBS Proposal:** Vendor invoices will substantiate cost basis. JBS will charge 15% mark-up on all materials, rental equipment, and subcontractors. This includes crane subcontractors, when jobs require cranes larger than our 6,000lb truck cranes. Note that JBS will self-perform the vast



JOHN BOUCHARD & SONS CO.

— SINCE 1900 —

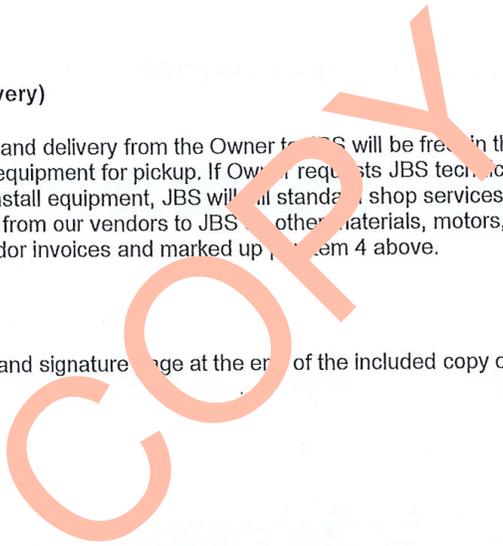
majority of the work for the scope of this RFP.

**5) Bid Form (Delivery)**

**JBS Proposal:** Pickup and delivery from the Owner to JBS will be free in the event that Owner has pulled and staged equipment for pickup. If Owner requests JBS technical field service crews to remove or reinstall equipment, JBS will bill standard shop services hourly rate, per the bid form. Shipping cost from our vendors to JBS for other materials, motors, pumps, parts, etc. will be included on vendor invoices and marked up per item 4 above.

**Pricing**

See attached bid form and signature page at the end of the included copy of RFP.



Vendor must submit the following information as part of Vendor's Bid:

If Vendor takes exception to any terms or conditions set forth in this RFP, Vendor will submit a list of the exceptions.

**5.00 BID COST FOR SPRING HILL UTILITY DEPARTMENT PUMP AND MOTOR REPAIR**

RFP 2023 Pump and Motor Repair Services Price Form		
Item	Description	Cost
Shop Services	Standard Time Hourly Rate	\$ 115.00
Shop Services	Overtime Hourly Rate	\$ 172.50
	Is Pickup and Delivery Free?	Yes/ No
Delivery	IF No, Provide Cost	\$
	Is Crane Available?	Yes/ No
Crane	IF Yes, Provide Cost <b>See Exceptions</b>	\$

[Signatures on next page]

**SPRING HILL VENDOR SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (“Agreement”) is made by and between THE CITY OF SPRING HILL, TENNESSEE (the “City”) and JOHN BOUCHARD AND SONS CO. (“Vendor”) (collectively as “Parties”), and is entered into on \_\_\_\_\_, 2023, and is effective as of the Effective Date set forth herein.

RECITATION

WHEREAS, the City requires pump and motor repair services 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, 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 16, 2023.
2. **TERM.** The term of this Agreement shall be 36 months from the Effective Date herein through October 16, 2026.
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. See Request for Proposal, Qualifications and Exceptions

**5. CITY'S RESPONSIBILITIES.**

- a. See Request for Proposal, Qualifications and Exceptions

**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.** The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration

of the term of all Work Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement. Either party may terminate a Work Order or this Agreement, as applicable, for material breach by the other party of the Work Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination. Expiration or termination of any Work Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Work Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed by their nature would be intended to be applicable following any such expiration and termination.

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, pandemics, 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 Lagaman  
100 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 costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.
24. **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.
25. **OPEN RECORDS DISCLOSURE.** 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 the Tennessee Public Records Act and the policies of the City of Spring Hill and the Office of Open Records Counsel.

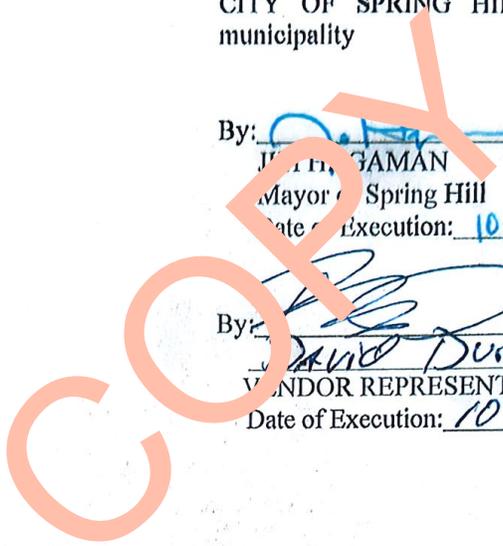
[SIGNATURES ON NEXT PAGE]

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: [Signature]  
JIM H. GAMAN  
Mayor of Spring Hill  
Date of Execution: 10-16-2023

By: [Signature]  
DAVID DURVA (print)  
VENDOR REPRESENTATIVE  
Date of Execution: 10/17/2023



**RESOLUTION 26-13**

**A RESOLUTION TO ADOPT A REVISED SCHEDULE OF AUTHORIZED POSITIONS  
FOR FISCAL YEAR 2025-2026**

WHEREAS, the City of Spring Hill is committed to maintaining appropriate staffing levels that support efficient operations while ensuring responsible fiscal management; and

WHEREAS, the City's Water Treatment Division periodically reviews position classifications to align job responsibilities, pay grades, and operational needs; and

WHEREAS, a Water Plant Operator 3 (pay grade "H") recently retired from the City, and no current employees meet the eligibility or certification requirements for promotion to that classification; and

WHEREAS, the operational duties necessary to support plant operations can be effectively fulfilled by a Water Plant Operator I (pay grade "F") position; and

WHEREAS, reclassifying the vacant Water Plant Operator 3 position to a Water Plant Operator I position will maintain effective plant operations while aligning responsibilities, pay grade, and staffing needs; and

WHEREAS, this reclassification promotes fiscal efficiency and ensures internal pay equity among comparable positions within the Water Treatment Division;

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen approve the reclassification of one Water Plant Operator 3 position (pay grade "H") to a Water Plant Operator I position (pay grade "F") as part of the revised Schedule of Authorized Positions for Fiscal Year 2025—2026.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney



## STAFF MEMORANDUM

**TO:** Board of Mayor and Aldermen

**FROM:** Jeremy Vanderford – Spring Hill Water - AGM

**DATE:** 1/05/2026

**SUBJECT:** Resolution 26-13 | Reclassification – Water Plant Operator 3 (Pay Grade “H”) to Water Plant Operator 1 (Pay Grade “F”)

**RECOMMENDATION:**

Staff recommends approval of Resolution 26-13 to reclassify one Water Plant Operator 3 (pay grade “H”) position to a Water Plant Operator 1 (pay grade “F”) within the Water Treatment Division.

**BACKGROUND:**

The Water Treatment Division routinely reviews staffing classifications to ensure that responsibilities, pay grades, and operational needs remain properly aligned.

Recently, a Water Plant Operator 3 retired with the City of Spring Hill. At this time, there are no current employees within the division who meet the qualifications or certification requirements necessary to be promoted to the Operator 3 classification.

To maintain operational coverage and efficiency, staff recommends downgrading the vacant Operator 3 position to a Water Plant Operator 1 position. The duties of this role primarily focus on routine operational and monitoring tasks consistent with the Operator 1 job description.

Reclassifying this position will:

- Align compensation with the scope of work being performed.
- Address immediate staffing needs due to the Operator 3 vacancy.
- Ensure continuity of plant operations without disruption.
- Promote internal equity and fiscal responsibility within the department.

This action does not eliminate a position; it adjusts the classification and pay grade to reflect current staffing capabilities and operational requirements.

**FINANCIAL IMPACT:**

The reclassification will reduce personnel costs due to the lower pay grade associated with the Water Plant Operator 1 position. This adjustment will generate modest budget savings while maintaining adequate staffing levels to meet regulatory and operational needs within the Water Treatment Division.



**City of Spring Hill | Spring Hill Water**

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

**ORDINANCE NO. 25-28**

**AN ORDINANCE OF THE CITY OF SPRING HILL, TENNESSEE, THE SECOND AMENDMENT OF THE FISCAL YEAR 2025-26 BUDGET**

**WHEREAS**, the Board of Mayor and Aldermen has been made aware that the previously approved budget for the fiscal year July 1, 2025 through June 30, 2026 needs to be amended; and

**WHEREAS**, the Board of Mayor and Aldermen desire to amend Ordinance 25-13, the same being the Appropriation Ordinance for the City of Spring Hill, Tennessee for the Fiscal Year July 1, 2025 through June 30, 2026;

**NOW THEREFORE BE IT ORDAINED BY THE CITY OF SPRING HILL, TENNESSEE, AS FOLLOWS:**

**SECTION 1.** That amounts hereinafter set out to constitute the estimated revenues and the budgeted expenditures for the City of Spring Hill, Tennessee, and the said sums specified herein are hereby appropriated for the purpose of meeting the expenses of the various departments and programs of the City of Spring Hill for the fiscal year beginning July 1, 2025 and ending June 30, 2026, to wit:

**LINE-ITEM AMENDMENTS**

GL Code	R/E	Division	Notes	Fund Balance	Revenue	Expenditures	Effect
110-42123-51122	E	Police Field Operations	To Incorporate Traffic Calming into Police Department			\$63,591.83	Increase Expenditures
110-42123-51411	E	Police Field Operations	To Incorporate Traffic Calming into Police Department			\$4,864.78	Increase Expenditures
110-42123-51461	E	Police Field Operations	To Incorporate Traffic Calming into Police Department			\$4,261.29	Increase Expenditures
110-42123-51471	E	Police Field Operations	To Incorporate Traffic Calming into Police Department			\$42.00	Increase Expenditures
110-42123-51431	E	Police Field Operations	To Incorporate Traffic Calming into Police Department			\$5,710.55	Increase Expenditures
110-42123-51421	E	Police Field Operations	To Incorporate Traffic Calming into Police Department			\$30,171.00	Increase Expenditures
110-42123-59411	E	Police Field Operations	To Incorporate Traffic Calming into Police Department			\$180,000.00	Increase Expenditures
110-42123-59421	E	Police Field Operations	To Incorporate Traffic Calming into Police Department			\$36,000.00	Increase Expenditures

110-42123-53291	E	Police Field Operations	To Incorporate Traffic Calming into Police Department			\$3,500.00	Increase Expenditures
110-43120-52681	E	Traffic	To Incorporate Traffic Calming into Police Department			-\$50,000.00	Decrease Expenditures
110-42110-36300	R	Police Administration	To Incorporate Traffic Calming into Police Department		\$14,824.00		Increase Revenue
110-42110-52728	E	Police Administration	To Incorporate Traffic Calming into Police Department			-\$41,500.00	Decrease Expenditures
110-42121-57909	E	Police Criminal Investigation	To Incorporate Traffic Calming into Police Department			-\$6,523.17	Decrease Expenditures
110-42150-52833	E	Police Support	To Incorporate Traffic Calming into Police Department			-\$15,000.00	Decrease Expenditures
110-42121-53311	E	Police Criminal Investigation	To Incorporate Traffic Calming into Police Department			-\$10,000.00	Decrease Expenditures
110-42160-52511	E	PD Building & Grounds	To Incorporate Traffic Calming into Police Department			-\$4,500.00	Decrease Expenditures
110-42123-52831	E	Police Field Operations	To Incorporate Traffic Calming into Police Department			-\$5,000.00	Decrease Expenditures
110-42123-53275	E	Police Field Operations	To Incorporate Traffic Calming into Police Department			-\$7,994.97	Decrease Expenditures
110-42150-53321	E	Police Support	To Incorporate Traffic Calming into Police Department			-\$1,000.00	Decrease Expenditures
110-42123-52833	E	Police Field Operations	To Incorporate Traffic Calming into Police Department			-\$5,000.00	Decrease Expenditures
110-42123-59411	E	Police Field Operations	To Incorporate Traffic Calming into Police Department			-\$4,419.31	Decrease Expenditures
110-42110-57909	E	Police Administration	To Incorporate Traffic Calming into Police Department			-\$1,000.00	Decrease Expenditures
110-43110-54226	E	Streets	To Incorporate Traffic Calming into Police Department			-\$50,000.00	Decrease Expenditures

110-43110-52681	E	Streets	To Incorporate Traffic Calming into Police Department				-\$111,380.00	Decrease Expenditures
140-47210-52550	E	Tourism	Res 25-232 Funding for Spring Hill Chamber's 250th Anniversary of America Celebration				\$80,000.00	Increase Expenditures
110-41310-51341	E	Administration	End of Year One Time Payment				\$1,229.46	Increase Expenditures
110-41320-51341	E	Communications	End of Year One Time Payment				\$2,958.92	Increase Expenditures
110-41500-51341	E	Finance	End of Year One Time Payment				\$747.55	Increase Expenditures
110-41641-51341	E	Information Technology	End of Year One Time Payment				\$2,908.92	Increase Expenditures
110-41642-51341	E	GIS	End of Year One Time Payment				\$2,194.19	Increase Expenditures
110-41650-51341	E	Human Resources	End of Year One Time Payment				\$2,158.92	Increase Expenditures
110-41700-51341	E	Capital Improvement Program Administration	End of Year One Time Payment				\$499.02	Increase Expenditures
110-42110-51341	E	Police Administration	End of Year One Time Payment				\$2,985.46	Increase Expenditures
110-42121-51341	E	Police Criminal Investigation	End of Year One Time Payment				\$5,840.00	Increase Expenditures
110-42123-51341	E	Police Field Operations	End of Year One Time Payment				\$33,864.00	Increase Expenditures
110-42140-51341	E	Police Drug Investigation and Control	End of Year One Time Payment				\$1,428.00	Increase Expenditures
110-42150-51341	E	Police Support	End of Year One Time Payment				\$8,547.94	Increase Expenditures
110-42210-51341	E	Fire Administration	End of Year One Time Payment				\$2,157.46	Increase Expenditures
110-42220-51341	E	Fire Operations	End of Year One Time Payment				\$50,547.06	Increase Expenditures

110-42230-51341	E	Fire Training	End of Year One Time Payment			\$2,092.00	Increase Expenditures
110-42240-51341	E	Fire Marshal	End of Year One Time Payment			\$2,106.73	Increase Expenditures
110-42500-51341	E	Emergency Operations	End of Year One Time Payment			\$414.73	Increase Expenditures
110-43100-51341	E	Public Works Administration	End of Year One Time Payment			\$1,744.19	Increase Expenditures
110-43110-51341	E	Streets	End of Year One Time Payment			\$9,847.54	Increase Expenditures
110-43170-51341	E	Fleet	End of Year One Time Payment			\$2,758.92	Increase Expenditures
110-44400-51341	E	Recreation	End of Year One Time Payment			\$3,573.65	Increase Expenditures
110-44420-51341	E	Senior Center	End of Year One Time Payment			\$714.73	Increase Expenditures
110-44700-51341	E	Parks Maintenance	End of Year One Time Payment			\$3,015.64	Increase Expenditures
110-44800-51341	E	Library	End of Year One Time Payment			\$7,072.60	Increase Expenditures
110-46100-51341	E	Planning	End of Year One Time Payment			\$6,002.13	Increase Expenditures
110-46200-51341	E	Codes	End of Year One Time Payment			\$7,262.03	Increase Expenditures
110-46300-51341	E	Engineering	End of Year One Time Payment			\$5,217.84	Increase Expenditures
210-43200-51341	E	Sanitation	End of Year One Time Payment			\$3,073.65	Increase Expenditures
410-52010-51341	E	Utilities Administration	End of Year One Time Payment			\$4,994.40	Increase Expenditures
410-52050-51341	E	General Fund Support Service	End of Year One Time Payment			\$3,323.65	Increase Expenditures
410-52100-51341	E	Water Treatment Plant	End of Year One Time Payment			\$8,620.95	Increase Expenditures

410-52110-51341	E	Water Distribution	End of Year One Time Payment			\$9,835.68	Increase Expenditures
410-52117-51341	E	SPARTAN	End of Year One Time Payment			\$2,144.19	Increase Expenditures
410-52210-51341	E	Waste Water Treatment Plant	End of Year One Time Payment			\$6,147.30	Increase Expenditures
410-52220-51341	E	Sewer Collection	End of Year One Time Payment			\$10,420.95	Increase Expenditures
416-43150-51341	E	Stormwater	End of Year One Time Payment			\$3,703.11	Increase Expenditures
110-41310-51411	E	Administration	End of Year One Time Payment			\$452.54	Increase Expenditures
110-41320-51411	E	Communications	End of Year One Time Payment			\$943.32	Increase Expenditures
110-41500-51411	E	Finance	End of Year One Time Payment			\$2,387.31	Increase Expenditures
110-41641-51411	E	Information Technology	End of Year One Time Payment			\$939.49	Increase Expenditures
110-41642-51411	E	GIS	End of Year One Time Payment			\$705.58	Increase Expenditures
110-41650-51411	E	Human Resources	End of Year One Time Payment			\$882.12	Increase Expenditures
110-41700-51411	E	Capital Improvement Program Administration	End of Year One Time Payment			\$279.96	Increase Expenditures
110-41800-51411	E	Facilities	End of Year One Time Payment			\$1,613.16	Increase Expenditures
110-42110-51411	E	Police Administration	End of Year One Time Payment			\$1,347.19	Increase Expenditures
110-42121-51411	E	Police Criminal Investigation	End of Year One Time Payment			\$2,347.56	Increase Expenditures
110-42123-51411	E	Police Field Operations	End of Year One Time Payment			\$12,284.68	Increase Expenditures
110-42140-51411	E	Police Drug Investigation and Control	End of Year One Time Payment			\$489.41	Increase Expenditures

110-42150-51411	E	Police Support	End of Year One Time Payment			\$3,513.46	Increase Expenditures
110-42210-51411	E	Fire Administration	End of Year One Time Payment			\$903.69	Increase Expenditures
110-42220-51411	E	Fire Operations	End of Year One Time Payment			\$18,848.20	Increase Expenditures
110-42230-51411	E	Fire Training	End of Year One Time Payment			\$730.28	Increase Expenditures
110-42240-51411	E	Fire Marshal	End of Year One Time Payment			\$910.65	Increase Expenditures
110-42500-51411	E	Emergency Operations	End of Year One Time Payment			\$210.97	Increase Expenditures
110-43100-51411	E	Public Works Administration	End of Year One Time Payment			\$671.16	Increase Expenditures
110-43110-51411	E	Streets	End of Year One Time Payment			\$5,296.89	Increase Expenditures
110-43120-51411	E	Traffic	End of Year One Time Payment			\$716.96	Increase Expenditures
110-43170-51411	E	Fleet	End of Year One Time Payment			\$928.02	Increase Expenditures
110-44400-51411	E	Recreation	End of Year One Time Payment			\$1,169.59	Increase Expenditures
110-44420-51411	E	Senior Center	End of Year One Time Payment			\$233.92	Increase Expenditures
110-44700-51411	E	Parks Maintenance	End of Year One Time Payment			\$1,081.14	Increase Expenditures
110-44800-51411	E	Library	End of Year One Time Payment			\$2,592.03	Increase Expenditures
110-46100-51411	E	Planning	End of Year One Time Payment			\$1,955.64	Increase Expenditures
110-46200-51411	E	Codes	End of Year One Time Payment			\$2,527.20	Increase Expenditures
110-46300-51411	E	Engineering	End of Year One Time Payment			\$1,833.09	Increase Expenditures

210-43200-51411	E	Sanitation	End of Year One Time Payment			\$1,131.34	Increase Expenditures
410-52010-51411	E	Utilities Administration	End of Year One Time Payment			\$1,699.30	Increase Expenditures
410-52050-51411	E	General Fund Support Service	End of Year One Time Payment			\$1,150.46	Increase Expenditures
410-52100-51411	E	Water Treatment Plant	End of Year One Time Payment			\$3,348.12	Increase Expenditures
410-52110-51411	E	Water Distribution	End of Year One Time Payment			\$3,620.28	Increase Expenditures
410-52117-51411	E	SPARTAN	End of Year One Time Payment			\$701.76	Increase Expenditures
410-52210-51411	E	Waste Water Treatment Plant	End of Year One Time Payment			\$2,262.68	Increase Expenditures
410-52220-51411	E	Sewer Collection	End of Year One Time Payment			\$3,485.82	Increase Expenditures
416-43150-51411	E	Stormwater	End of Year One Time Payment			\$1,537.98	Increase Expenditures
110-41310-51431	E	Administration	End of Year One Time Payment			\$110.41	Increase Expenditures
110-41320-51431	E	Communications	End of Year One Time Payment			\$265.72	Increase Expenditures
110-41500-51431	E	Finance	End of Year One Time Payment			\$67.12	Increase Expenditures
110-41641-51431	E	Information Technology	End of Year One Time Payment			\$261.23	Increase Expenditures
110-41642-51431	E	GIS	End of Year One Time Payment			\$197.04	Increase Expenditures
110-41650-51431	E	Human Resources	End of Year One Time Payment			\$193.88	Increase Expenditures
110-41700-51431	E	Capital Improvement Program Administration	End of Year One Time Payment			\$19.29	Increase Expenditures
110-42110-51431	E	Police Administration	End of Year One Time Payment			\$389.06	Increase Expenditures

110-42121-51431	E	Police Criminal Investigation	End of Year One Time Payment			\$728.84	Increase Expenditures
110-42123-51431	E	Police Field Operations	End of Year One Time Payment			\$4,226.23	Increase Expenditures
110-42140-51431	E	Police Drug Investigation and Control	End of Year One Time Payment			\$178.22	Increase Expenditures
110-42150-51431	E	Police Support	End of Year One Time Payment			\$888.73	Increase Expenditures
110-42210-51431	E	Fire Administration	End of Year One Time Payment			\$254.22	Increase Expenditures
110-42220-51431	E	Fire Operations	End of Year One Time Payment			\$6,116.29	Increase Expenditures
110-42230-51431	E	Fire Training	End of Year One Time Payment			\$261.09	Increase Expenditures
110-42240-51431	E	Fire Marshal	End of Year One Time Payment			\$234.41	Increase Expenditures
110-42500-51431	E	Emergency Operations	End of Year One Time Payment			\$37.25	Increase Expenditures
110-43100-51431	E	Public Works Administration	End of Year One Time Payment			\$156.63	Increase Expenditures
110-43110-51431	E	Streets	End of Year One Time Payment			\$858.78	Increase Expenditures
110-43170-51431	E	Fleet	End of Year One Time Payment			\$247.76	Increase Expenditures
110-44400-51431	E	Recreation	End of Year One Time Payment			\$320.92	Increase Expenditures
110-44420-51431	E	Senior Center	End of Year One Time Payment			\$64.19	Increase Expenditures
110-44700-51431	E	Parks Maintenance	End of Year One Time Payment			\$143.16	Increase Expenditures
110-44800-51431	E	Library	End of Year One Time Payment			\$456.42	Increase Expenditures
110-46100-51431	E	Planning	End of Year One Time Payment			\$513.47	Increase Expenditures

110-46200-51431	E	Codes	End of Year One Time Payment			\$652.14	Increase Expenditures
110-46300-51431	E	Engineering	End of Year One Time Payment			\$468.57	Increase Expenditures
210-43200-51431	E	Sanitation	End of Year One Time Payment			\$276.02	Increase Expenditures
410-52010-51431	E	Utilities Administration	End of Year One Time Payment			\$422.96	Increase Expenditures
410-52050-51431	E	General Fund Support Service	End of Year One Time Payment			\$298.47	Increase Expenditures
410-52100-51431	E	Water Treatment Plant	End of Year One Time Payment			\$774.17	Increase Expenditures
410-52110-51431	E	Water Distribution	End of Year One Time Payment			\$883.25	Increase Expenditures
410-52117-51431	E	SPARTAN	End of Year One Time Payment			\$192.57	Increase Expenditures
410-52210-51431	E	Waste Water Treatment Plant	End of Year One Time Payment			\$552.03	Increase Expenditures
410-52220-51431	E	Sewer Collection	End of Year One Time Payment			\$935.81	Increase Expenditures
416-43150-51431	E	Stormwater	End of Year One Time Payment			\$332.54	Increase Expenditures
110-41641-59705	E	Information Technology	End of Year One Time Payment			-\$15,000.00	Decrease Expenditures
110-46100-59411	E	Planning	End of Year One Time Payment			-\$7,000.00	Decrease Expenditures
110-43100-59411	E	Public Works Administration	End of Year One Time Payment			-\$7,000.00	Decrease Expenditures
110-41800-59411	E	Facilities	End of Year One Time Payment			-\$16,855.00	Decrease Expenditures
110-42123-51122	E	Police Field Operations	End of Year One Time Payment			-\$5,420.84	Decrease Expenditures
110-42230-51122	E	Fire Training	End of Year One Time Payment			-\$20,000.00	Decrease Expenditures

110-42230-51431	E	Fire Training	End of Year One Time Payment				-\$21,906.98	Decrease Expenditures
110-42220-51133	E	Fire Operations	End of Year One Time Payment				-\$30,000.00	Decrease Expenditures
110-41310-51111	E	Administration	End of Year One Time Payment				-\$80,000.00	Decrease Expenditures
110-43110-59411	E	Streets	End of Year One Time Payment				-\$12,000.00	Decrease Expenditures
110-42220-51122	E	Fire Operations	End of Year One Time Payment				-\$41,813.09	Decrease Expenditures
210-43200-59411	E	Sanitation	End of Year One Time Payment				-\$4,481.01	Decrease Expenditures
410-52100-53391	E	Water Treatment Plant	End of Year One Time Payment				-\$21,500.00	Decrease Expenditures
410-52210-51111	E	Waste Water Treatment Plant	End of Year One Time Payment				-\$16,274.56	Decrease Expenditures
410-52210-53321	E	Waste Water Treatment Plant	End of Year One Time Payment				-\$4,000.00	Decrease Expenditures
410-52110-59411	E	Water Distribution	End of Year One Time Payment				-\$5,000.00	Decrease Expenditures
410-52220-59411	E	Sewer Collection	End of Year One Time Payment				-\$1,000.00	Decrease Expenditures
410-52210-59411	E	Waste Water Treatment Plant	End of Year One Time Payment				-\$5,000.00	Decrease Expenditures
410-52220-59711	E	Sewer Collection	End of Year One Time Payment				-\$8,108.00	Decrease Expenditures
410-52100-53441	E	Water Treatment Plant	End of Year One Time Payment				-\$4,932.24	Decrease Expenditures
416-43150-59421	E	Stormwater	End of Year One Time Payment				-\$5,573.63	Decrease Expenditures
110-43130-51111	E	Construction	Operating and Capital for PW Construction Crew Res 25-263				\$70,173.69	Increase Expenditures
110-43130-51122	E	Construction	Operating and Capital for PW Construction Crew Res 25-264				\$90,835.39	Increase Expenditures

110-43130-51222	E	Construction	Operating and Capital for PW Construction Crew Res 25-265			\$22,615.03	Increase Expenditures
110-43130-51411	E	Construction	Operating and Capital for PW Construction Crew Res 25-266			\$13,945.85	Increase Expenditures
110-43130-51461	E	Construction	Operating and Capital for PW Construction Crew Res 25-267			\$12,215.84	Increase Expenditures
110-43130-51471	E	Construction	Operating and Capital for PW Construction Crew Res 25-268			\$94.50	Increase Expenditures
110-43130-51431	E	Construction	Operating and Capital for PW Construction Crew Res 25-269			\$16,370.42	Increase Expenditures
110-43130-51421	E	Construction	Operating and Capital for PW Construction Crew Res 25-270			\$60,378.57	Increase Expenditures
110-43100-51111	E	Public Works Administration	Operating and Capital for PW Construction Crew Res 25-271			\$7,864.39	Increase Expenditures
110-43100-51411	E	Public Works Administration	Operating and Capital for PW Construction Crew Res 25-272			\$529.62	Increase Expenditures
110-43100-51461	E	Public Works Administration	Operating and Capital for PW Construction Crew Res 25-273			\$463.92	Increase Expenditures
110-43100-51431	E	Public Works Administration	Operating and Capital for PW Construction Crew Res 25-274			\$621.70	Increase Expenditures
110-43100-51421	E	Public Works Administration	Operating and Capital for PW Construction Crew Res 25-275			\$216.00	Increase Expenditures
110-43130-59421	E	Construction	Operating and Capital for PW Construction Crew Res 25-276			\$1,638,771.00	Increase Expenditures
110-43130-59421	E	Construction	Operating and Capital for PW Construction Crew Res 25-277			\$169,900.00	Increase Expenditures
110-43130-53311	E	Construction	Operating and Capital for PW Construction Crew Res 25-278			\$6,818.18	Increase Expenditures
110-43130-52621	E	Construction	Operating and Capital for PW Construction Crew Res 25-279			\$2,272.73	Increase Expenditures

110-43130-53293	E	Construction	Operating and Capital for PW Construction Crew Res 25-280			\$17,500.00	Increase Expenditures
416-43150-51111	E	Stormwater	Operating and Capital for PW Construction Crew Res 25-281			\$20,769.24	Increase Expenditures
416-43150-51122	E	Stormwater	Operating and Capital for PW Construction Crew Res 25-282			\$97,756.62	Increase Expenditures
416-43150-51222	E	Stormwater	Operating and Capital for PW Construction Crew Res 25-283			\$22,911.71	Increase Expenditures
416-43150-51411	E	Stormwater	Operating and Capital for PW Construction Crew Res 25-284			\$10,819.98	Increase Expenditures
416-43150-51461	E	Stormwater	Operating and Capital for PW Construction Crew Res 25-285			\$9,477.74	Increase Expenditures
416-43150-51471	E	Stormwater	Operating and Capital for PW Construction Crew Res 25-286			\$94.50	Increase Expenditures
416-43150-51431	E	Stormwater	Operating and Capital for PW Construction Crew Res 25-287			\$12,701.10	Increase Expenditures
416-43150-51421	E	Stormwater	Operating and Capital for PW Construction Crew Res 25-288			\$60,378.57	Increase Expenditures
416-43150-59421	E	Stormwater	Operating and Capital for PW Construction Crew Res 25-289			\$1,639,329.00	Increase Expenditures
416-43150-59411	E	Stormwater	Operating and Capital for PW Construction Crew Res 25-290			\$90,000.00	Increase Expenditures
416-43150-53311	E	Stormwater	Operating and Capital for PW Construction Crew Res 25-291			\$8,181.82	Increase Expenditures
416-43150-52621	E	Stormwater	Operating and Capital for PW Construction Crew Res 25-292			\$2,727.28	Increase Expenditures
416-43150-53293	E	Stormwater	Operating and Capital for PW Construction Crew Res 25-293			\$5,000.00	Increase Expenditures
110-43110-59421	E	Streets	Operating and Capital for PW Construction Crew Res 25-294			-\$137,000.00	Decrease Expenditures

110-43100-51111	E	Public Works Administration	Operating and Capital for PW Construction Crew Res 25-295			-\$57,350.44	Decrease Expenditures
110-43100-51411	E	Public Works Administration	Operating and Capital for PW Construction Crew Res 25-296			-\$4,387.30	Decrease Expenditures
110-43100-51461	E	Public Works Administration	Operating and Capital for PW Construction Crew Res 25-297			-\$1,971.59	Decrease Expenditures
110-43100-51431	E	Public Works Administration	Operating and Capital for PW Construction Crew Res 25-298			-\$5,150.07	Decrease Expenditures
110-43100-51421	E	Public Works Administration	Operating and Capital for PW Construction Crew Res 25-299			-\$12,854.98	Decrease Expenditures
110-43110-52681	E	Streets	Operating and Capital for PW Construction Crew Res 25-300			-\$104,201.44	Decrease Expenditures
410-52620-59123	E	Reservoir	Res 25-236 Scope change to reflect project size increasing from 15 acres to 150 acres			\$1,310,800.00	Increase Expenditures
410-52405-59125	E	Sewer Inflow and Infiltration	Approved in Res 24-253 but not requested in budget			\$574,500.00	Increase Expenditures
410-52405-59125	E	Sewer Inflow and Infiltration	Construction funding increased to hit reduction targets associated with TDEC consent decree)			\$1,996,696.26	Increase Expenditures
410-52220-59421	E	Sewer Collection	New Project. Partially Budgeted for in FY26 budget			-\$200,000.00	Decrease Expenditures
410-52424-59125	E	Pickets Ridge Lift Station Replacement	New Project. Partially Budgeted for in FY26 budget			\$300,000.00	Increase Expenditures
410-52424-59601	E	Pickets Ridge Lift Station Replacement	New Project. Partially Budgeted for in FY26 budget			\$21,000.00	Increase Expenditures
410-52425-59123	E	Decentralized Treatment System #1	New Project			\$100,000.00	Increase Expenditures
410-52426-59123	E	Decentralized Treatment System #2	New Project			\$100,000.00	Increase Expenditures

410-52427-59123	E	Decentralized Treatment System #3	New Project			\$100,000.00	Increase Expenditures
410-52428-59121	E	Reclamation Plant Assessment & Corrective Action Plan	New Project			\$300,000.00	Increase Expenditures
410-52429-59121	E	Reclamation Plant & Advanced Purification Plant Facilities Plan	New Project			\$750,000.00	Increase Expenditures
410-52100-53391	E	Water Treatment Plant	New Project. Partially Budgeted for in FY26 budget			-\$68,500.00	Decrease Expenditures
410-52325-59123	E	WTP Chlorine Bleach Conversion	New Project. Partially Budgeted for in FY26 budget			\$68,500.00	Increase Expenditures
313-30000-36962	R	Revenues	Increase Transfer in from Impact Fees		\$250,000.00		Increase Revenue
313-48007-59125	E	Port Royal Road & Buckner Ln Intersection	Add back in funds used for ROW acquisition		\$250,000.00		Increase Expenditures
313-30000-36979	R	Port Royal Road & Buckner Ln Intersection	Increase Transfer in from Adequate Facilities		\$3,300,000.00		Increase Revenue
313-48025-59125	E	City Hall Basement Renovation	City Hall Basement Renovation			\$1,000,000.00	Increase Expenditures
313-48023-59125	E	CSA	Ordering CSA infrastructure supplies that have long lead times			\$1,300,000.00	Increase Expenditures
313-48023-59125	E	CSA	Rock for utility bedding and utility backfill for the CSA site that is needed for the infrastructure instal			\$1,000,000.00	Increase Expenditures
121-48044-59125	E	Mahlon Moore and Battle Creek Way	To order a new traffic signal mast arm for Mahlon Moore and Battle Creek Way			\$400,000.00	Increase Expenditures

121-48044-59121	E	Mahlon Moore and Battle Creek Way	Preliminary Design, surveying and construction plans for the Battle Creek/Mahlon Moore intersection			\$80,000.00	Increase Expenditures
110-41700-51122	E	Capital Improvement Program Administration	Move Grants Specialist from CIP Admin to Finance			-\$62,055.83	Decrease Expenditures
110-41700-51411	E	Capital Improvement Program Administration	Move Grants Specialist from CIP Admin to Finance			-\$4,584.32	Decrease Expenditures
110-41700-51461	E	Capital Improvement Program Administration	Move Grants Specialist from CIP Admin to Finance			-\$33.06	Decrease Expenditures
110-41700-51471	E	Capital Improvement Program Administration	Move Grants Specialist from CIP Admin to Finance			-\$21.00	Decrease Expenditures
110-41700-51431	E	Capital Improvement Program Administration	Move Grants Specialist from CIP Admin to Finance			-\$5,295.09	Decrease Expenditures
110-41700-51421	E	Capital Improvement Program Administration	Move Grants Specialist from CIP Admin to Finance			-\$9,522.10	Decrease Expenditures
110-41500-51122	E	Finance	Move Grants Specialist from CIP Admin to Finance			\$62,055.83	Increase Expenditures
110-41500-51411	E	Finance	Move Grants Specialist from CIP Admin to Finance			\$4,584.32	Increase Expenditures
110-41500-51461	E	Finance	Move Grants Specialist from CIP Admin to Finance			\$33.06	Increase Expenditures
110-41500-51471	E	Finance	Move Grants Specialist from CIP Admin to Finance			\$21.00	Increase Expenditures
110-41500-51431	E	Finance	Move Grants Specialist from CIP Admin to Finance			\$5,295.09	Increase Expenditures
110-41500-51421	E	Finance	Move Grants Specialist from CIP Admin to Finance			\$9,522.10	Increase Expenditures





410-52220-51411	E	Sewer Collection	Spring Hill Water Cleanup			-\$3,659.28	Decrease Expenditures
410-52117-51411	E	SPARTAN	Spring Hill Water Cleanup			-\$3,658.93	Decrease Expenditures
410-52210-51411	E	Waste Water Treatment Plant	Spring Hill Water Cleanup			-\$5,000.56	Decrease Expenditures
410-52210-51411	E	Waste Water Treatment Plant	Spring Hill Water Cleanup			-\$2,604.79	Decrease Expenditures
410-52210-51411	E	Waste Water Treatment Plant	Spring Hill Water Cleanup			-\$215.78	Decrease Expenditures
410-52010-53141	E	Utilities Administration	for drone and accessories purchase from PD			\$50,000.00	Increase Expenditures
410-52010-52521	E	Utilities Administration	for additional legal services (moratorium + Clean Water Act litigation)			\$100,000.00	Increase Expenditures
410-52010-55311	E	Utilities Administration	25-267 Lease on old PD Building			\$45,000.00	Increase Expenditures
410-52010-52661	E	Utilities Administration	25-267 Rennovation on old PD building			\$50,000.00	Increase Expenditures
410-52010-59711	E	Utilities Administration	For awnings to cover equipment in the parking lot			\$70,000.00	Increase Expenditures
410-52100-51222	E	Water Treatment Plant	Overtime for Waer Treatment Plant			\$22,500.00	Increase Expenditures
410-52210-51222	E	Waste Water Treatment Plant	Overtime for Wastewater Treatment Plant			\$12,000.00	Increase Expenditures
110-42220-52161	E	Fire Operations	Operational Cleanup between divisions in the Fire Department			-\$146.66	Decrease Expenditures
110-42210-52723	E	Fire Administration	Operational Cleanup between divisions in the Fire Department			\$146.66	Increase Expenditures
110-42210-51791	E	Fire Administration	Operational Cleanup between divisions in the Fire Department			-\$1,218.50	Decrease Expenditures
110-42220-51791	E	Fire Operations	Operational Cleanup between divisions in the Fire Department			\$1,218.50	Increase Expenditures

110-42210-53291	E	Fire Administration	Operational Cleanup between divisions in the Fire Department				-\$445.75	Decrease Expenditures
110-42220-52361	E	Fire Operations	Operational Cleanup between divisions in the Fire Department				\$445.75	Increase Expenditures
124-43110-57606	E	Streets	Add back in funds used for ROW acquisition - Port Royal and Buckner Ln				\$250,000.00	Increase Expenditures
125-46050-57606	E	Adequate Facilities	Add back in funds used for ROW acquisition - Port Royal and Buckner Ln				\$3,300,000.00	Increase Expenditures
110-27111	FB	Fund Balance - Unappropriated	Operating and Capital for PW Construction Crew Res 25-300	-\$1,808,671.00				Decrease Fund Balance
121-27111	FB	Fund Balance - Unappropriated	Mahlon Moore & Battle Creek Way Mast Arm and Design	-\$480,000.00				Decrease Fund Balance
124-27111	FB	Fund Balance - Unappropriated	Increase Transfer Out to Capital Projects	-\$250,000.00				Decrease Fund Balance
125-27111	FB	Fund Balance - Unappropriated	Increase Transfer Out to Capital Projects	-\$3,300,000.00				Decrease Fund Balance
140-27111	FB	Fund Balance - Unappropriated	Res 25-232 Funding for Spring Hill Chamber's 250th Anniversary of America Celebration	-\$80,000.00				Decrease Fund Balance
410-27111	FB	Fund Balance - Unappropriated	Capital projects	-\$5,352,996.26				Decrease Fund Balance
416-27111	FB	Fund Balance - Unappropriated	Operating and Capital for PW Construction Crew Res 25-300	-\$1,980,147.55				Decrease Fund Balance

**BE IT FURTHER ORDAINED**, that all other Ordinances and Resolutions in conflict herewith be, and the same hereby, are repealed.

**PASSED AND ADOPTED BY THE BOARD OF MAYOR & ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE, THIS THE 5th DAY OF January 2026.**

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MATT FITTERER, MAYOR

ATTEST:

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APRIL GOAD, CITY  
RECORDER

LEGAL FORM APPROVED:

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PATRICK CARTER, CITY ATTORNEY

Passed on 1st Consideration: December 15, 2025

Passed on 2nd Consideration: January 05, 2026

SPRING HILL  
T E N N E S S E E

STAFF MEMORANDUM

TO: Board of Mayor and Aldermen  
FROM: Rebecca Holden, Finance Director  
DATE: 12/15/2025  
SUBJECT: Ordinance 25-28: FY 26 Budget Amendment #2

**RECOMMENDATION:**

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 25-28 as presented.

**PURPOSE:**

Ordinance 25-28 provides for the second budget amendment for the FY 26 budget. The provided ordinance is meant to provide modification to the previously adopted budget and detail those changes for BOMA consideration.

**DESCRIPTIONS:**

The attached ordinance and spreadsheet provide details pertaining to the proposed changes to the various lines throughout the budget. Some of the more significant items are as follows:

**Traffic Calming:**

These line-item adjustments reflect the incorporation of the City's Traffic Calming Program into the Police Department. A preliminary cost estimate was presented at the December 1 Work Session; however, updated pricing and refined personnel cost calculations received on December 15 resulted in revised FY26 figures. Funding continues to be reallocated across multiple divisions to align operational and personnel costs under the appropriate division.

For FY26, the updated current-year adjustment reflects the revised costs and is fully funded within the existing General Fund (110) budget. The revised estimate includes:

- Two speed trailers: \$36,000.00
- One traffic counter: \$3,500.00
- Two Police Officer positions: \$108,641.45
- Two vehicles: \$180,000.00

Updated FY26 Total: \$ \$328,141.45.

**250th Anniversary of America Celebration:**

Resolution 25-232 allocated \$80,000 to support the Spring Hill Chamber's 250th Anniversary of America Celebration, with funding drawn from Unappropriated Fund Balance.



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**End of Year – One Time Payment:**

The total cost is calculated to include all employer paid taxes and retirement contributions with each eligible full-time employee receiving a net deposit of \$500 and each eligible part-time employee receiving \$250. The additional cost above the FY26 originally budgeted amount is \$332,865.35, and these adjustments have no impact on fund balance.

**Public Works Construction Crew:**

This amendment establishes a new Public Works Construction Crew. The initiative includes nine new positions and all required vehicles, equipment, and operating supplies needed to support the division. These additions provide internal capacity for construction-related tasks that were previously outsourced or could not be completed in-house.

After further review of the funding sources, the FY26 operating costs for the Construction Crew have been removed from the fund balance request, as these operating costs can be fully supported within the existing FY26 General Fund and Stormwater operating budgets. The fund balance request now reflects only the startup capital needs for equipment and vehicles. In addition, updated pricing for the Excavator 323 resulted in a \$200,000 increase because the lower-priced 2025 model is no longer available.

For FY26, the partial-year operating cost remains \$322,915.77 for the General Fund and \$250,818.51 for the Stormwater Fund, with full-year recurring operating costs estimated at \$952,417.50 for the General Fund and \$822,133.11 for the Stormwater Fund. These exact costs were not originally budgeted but were able to be covered within existing FY26 line items with available capacity.

Startup capital requirements total \$3,788,818.55, representing the vehicles, machinery, and equipment necessary to launch the program. This results in a fund balance impact of \$1,808,671.00 to the General Fund and \$1,980,147.55 to the Stormwater Fund.

**Spring Hill Water Capital Project Requests:**

The following items represent capital funding adjustments and new project requests for the Water System. These amendments include scope changes, increased construction requirements, and the establishment of several new capital projects. These requests result in a 5,432,296.26 decrease in fund balance.

- **Reservoir:**  
Resolution 25-236 updates the project scope to reflect an expansion from 15 acres to 150 acres. Allocates \$1,321,600 for updated design requirements.
- **Sewer Inflow & Infiltration:**  
Allocates \$574,500 for project funding previously approved under Resolution 24-253 but not requested in the adopted budget.
- **Sewer Inflow & Infiltration:**  
Allocates \$1,996,696.26 to increase construction funding to meet reduction targets associated with the TDEC Consent Decree.
- **Sewer Collection – Machinery & Equipment:**  
Reduces the budget by (\$200,000) for items that are now being paid for by the Pickett Ridge Lift Station Replacement Project.
- **Pickett Ridge Lift Station Replacement:**  
Allocates \$321,000 to establish a new project. \$300,000 for capital site construction and \$21,000 for CEI.



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- **Decentralized Treatment System #1:**  
Allocates \$100,000 to establish a new decentralized treatment project.
- **Decentralized Treatment System #2:**  
Allocates \$100,000 to establish a new decentralized treatment project.
- **Decentralized Treatment System #3:**  
Allocates \$100,000 to establish a new decentralized treatment project.
- **Reclamation Plant Assessment & Corrective Action:**  
Allocates \$300,000 to establish a new project.
- **Reclamation Plant & Advanced Purification Plant:**  
Allocates \$750,000 to establish a new project.
- **Water Treatment Plant - Other Repair and Maintenance Supplies:**  
Reduces budget by (\$68,500) for items that are now being paid for by the Water Treatment Plant Chlorine Bleach Conversion Project.
- **Water Treatment Plant Chlorine Bleach Conversion:**  
Allocates \$68,500 to establish the new project, partially budgeted in the FY26 budget.

**Capital Project Requests:**

The following amendments provide funding for capital construction needs across multiple projects. All changes impact fund balance as shown in the amendment schedule. These requests result in a \$3,950,000.00 decrease in fund balance.

- **Port Royal Road & Buckner Lane Intersection**  
An increase of \$250,000 has been incorporated to restore funding previously used for right of way acquisition and to support updated project needs. This increase is funded by the Impact Fees Fund (124)
- **City Hall Basement Renovation**  
An additional \$1,000,000 has been added to support renovation and buildout of the City Hall basement to meet operational and facility requirements. This increase is funded by the Adequate Facilities Fund (125).
- **CSA**  
An increase of \$1,300,000 has been added to procure long lead time infrastructure materials for the CSA site, along with an additional \$1,000,000 for rock required for utility bedding and backfill during infrastructure installation. These adjustments are fully funded by the Adequate Facilities Fund (125).
- **Mahlon Moore & Battle Creek Way**  
A total of \$480,000 has been added for the Battle Creek/Mahlon Moore intersection CIP project, including \$400,000 for the procurement of the new traffic signal mast arm and \$80,000 in newly identified costs for preliminary design, surveying, and construction plan development needed to prepare the project for its June 1 construction start date. This portion of the project is being funded directly by the State Street Aid Fund (121) as an eligible roadway related expenditure.



**CITY OF SPRING HILL**  
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**Interdepartmental Transfers:**

- Move Grants Specialist Position from CIP Administration to Finance (Res 25-223) – Transfers the Grants Specialist position and all associated salary and benefit costs from Capital Improvement Program Administration to the Finance Department. This action reallocates wages, FICA, workers' compensation, unemployment insurance, retirement contributions, and health insurance expenses accordingly. No impact on fund balance.
- Police Support / Police Field Operations / PD Building & Grounds – Electrical Hookup for Trailer and Range – Transfers funding between Machinery & Equipment Rental, Radios, and Electric line items to cover the cost of the electrical hookup for the police mobile trailer and the firearms range. No impact on fund balance.
- Police Field Operations / Police Administration – Stericycle Service Costs – Transfers funding from Specialized Units to Office Equipment Contracts to cover increased Stericycle costs associated with the larger Police Headquarters building. No impact on fund balance.
- Utilities Administration – Portable Electronic Devices – Allocates \$50,000 for purchase of a drone and accessories from Police. No impact on fund balance.
- Utilities Administration – Allocates \$100,000 for additional legal services related to the moratorium and Clean Water Act litigation. No impact on fund balance.
- Utilities Administration – Allocates \$45,000 for the lease of the old Police Department building, and \$50,000 for renovation cost (Resolution 25-267). No impact on fund balance.
- Utilities Administration – Allocates \$70,000 for installation of awnings to cover Utilities equipment in the parking lot at old Police Department. No impact on fund balance.
- Water Treatment Plant – Allocates \$22,500 for overtime required to support Water Treatment Plant operations. No impact on fund balance.
- Wastewater Treatment Plant – Allocates \$12,000 for overtime required to support Wastewater Treatment Plant operations. No impact on fund balance.
- Fire Operations – Operational cleanup between divisions in the Fire Department. No impact on fund balance.

**FINANCIAL IMPACT:**

The overall fund balance impact for Budget Amendment #2 has been revised from the \$14.6 million presented at the work session to \$(13,251,814.81). The primary cause of this change is the refinement of the Public Works Construction Crew cost estimate. Operating items were removed from the fund balance request after identifying sufficient capacity within existing FY26 line items to absorb these costs. Personnel figures were also recalculated to reflect partial-year staffing rather than full-year totals. As a result, only startup capital requirements remain in the fund balance request, with updated machinery pricing contributing to an increase in the capital estimate.

As part of the final adjustment process, several capital project costs were realigned to more appropriate Special Revenue funding sources. Transfers out of the Impact Fees Fund (124) and Adequate Facilities Fund (125) were increased to offset eligible portions of capital projects previously charged to the Capital Projects Fund, and the corresponding transfer in revenues to the Capital Projects Fund were increased accordingly. In addition, \$480,000 of costs associated with the Mahlon Moore & Battle Creek Way project will now be funded directly through the State Street Aid Fund. This includes \$80,000 in new costs for preliminary design that were not included in the work session version of Budget Amendment #2. Routing these costs directly through State Street Aid ensures that roadway related expenditures are funded by the appropriate restricted revenue source and reduces the impact to the Capital Projects Fund.



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Overall, these adjustments produce an approximate \$1.35 million reduction in the fund balance requirement from the version previously presented.

<b>Summary - Financial Impact of Budget Amendment #2</b>		
110 - General Fund	\$ (1,808,671.00)	Decrease Fund Balance
121 - State Street Aid Fund	\$ (480,000.00)	Decrease Fund Balance
124 - Impact Fee Fund	\$ (250,000.00)	Decrease Fund Balance
125 - Adequate Facilities Fund	\$ (3,300,000.00)	Decrease Fund Balance
140 - Tourism Fund	\$ (80,000.00)	Decrease Fund Balance
410 - Spring Hill Water Fund	\$ (5,352,996.26)	Decrease Fund Balance
416 - Stormwater Fund	\$ (1,980,147.55)	Decrease Fund Balance
<b>TOTAL:</b>	<b>\$ (13,251,814.81)</b>	



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**ORDINANCE 25-29**

***AN ORDINANCE ESTABLISHING A SEWER MORATORIUM, ADOPTING A ONE-TIME SEWER CAPACITY ALLOCATION FRAMEWORK, LIFTING PRIOR SUSPENSIONS OF DEVELOPMENT APPLICATIONS SUBJECT TO THAT FRAMEWORK, AND SUPERSEDING PRIOR ACTIONS IN CONFLICT THEREWITH.***

**WHEREAS**, the City of Spring Hill owns and operates a municipal wastewater system regulated by the Tennessee Department of Environment and Conservation (“TDEC”), and is currently under TDEC Consent Order WPC2025-0093, which prohibits issuance of new sewer availability letters and new sewer connections until additional capacity becomes available; and

**WHEREAS**, Tennessee Code Annotated § 6-2-201(28) authorizes municipalities to regulate utilities; § 7-35-401 et seq. authorizes municipalities to own and operate wastewater systems; and § 13-4-308 and § 13-3-413 authorize municipalities to condition or delay subdivision and development approvals where public facilities, including wastewater systems, lack adequate capacity; and

**WHEREAS**, Tennessee Code Annotated § 13-4-310 provides that application processing timeframes and development review deadlines are tolled when necessary public facilities do not possess adequate capacity to serve a proposed development and;

**WHEREAS**, due to wastewater capacity limitations and the regulatory restrictions imposed under the Consent Order, the Board of Mayor and Aldermen (“BOMA”) adopted Resolution 25-238 on October 6, 2025, temporarily suspending acceptance, processing, and approval of construction plans, grading permits, and building permits to halt over-allocation of wastewater capacity; and

**WHEREAS**, BOMA subsequently adopted Resolution 25-259 on November 3, 2025, extending and amending Resolution 25-238 to allow time for staff to develop a comprehensive sewer allocation recommendation and to engage with the development community; and

**WHEREAS**, City staff has completed wastewater system capacity evaluations confirming remaining usable plant capacity after accounting for (1) plant rating, (2) existing flows, (3) reserves required for operational reliability, (4) critical infrastructure needs, and (5) active building permits; and

**WHEREAS**, these analyses determined that development projects with enforceable development agreements (“Group 1”) require 207,403 gallons per day (GPD), and permit-ready vacant lots (“Group 2”) require 62,500 GPD, together consuming the entirety of the City’s remaining wastewater treatment capacity; and

**WHEREAS**, the BOMA finds it necessary to allocate all remaining sewer capacity in a single, one-time action that is lawful, equitable, and consistent with the TDEC Consent Order, while enabling the City to resume acceptance of certain development applications.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SPRING HILL, TENNESSEE, BOARD OF MAYOR AND ALDERMEN, as follows:**

**SECTION 1. Sewer Moratorium and Purpose**

A **sewer moratorium** is hereby declared pursuant to Tennessee Code Annotated §§ **6-2-201(28), 7-35-401 et seq., 13-4-308, and 13-3-413**, prohibiting issuance of any new sewer capacity commitments, sewer availability letters, or sewer connection approvals, except as authorized through this Ordinance.

For purposes of tolling development review timelines and vested rights protections under Tennessee Code Annotated § **13-4-310**, the effective tolling date is **October 6, 2025**, the adoption date of Resolution 25-238.

The purposes of this sewer moratorium include but are not limited to:

1. Ensure compliance with **TDEC Consent Order WPC2025-0093**;
2. Prevent further allocation of sewer capacity beyond available system capability;
3. Provide a fair and predictable mechanism for distributing all remaining sewer capacity;
4. Provide the specific criteria for lifting the development suspension adopted under Resolutions 25-238 and 25-259.

**SECTION 2. Sewer Capacity Allocation Framework**

All remaining municipal wastewater treatment capacity is hereby allocated as follows:

**A. Group 1 – Development Agreements (Total Allocation: 207,403 GPD)**

<b>Project</b>	<b>GPD Allocation</b>
<b>John Maher Builders</b>	18,000
<b>Barton Hills</b>	12,000
<b>Arbor Valley*</b>	—
<i>Goodall Homes</i>	6,000
<i>Patterson Company</i>	6,000
<b>June Lake</b>	58,000
<b>Spring Hill Towne Crossing</b>	10,808

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January 5, 2026  
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<b>Project</b>	<b>GPD Allocation</b>
<b>Legacy Pointe</b>	62,995
<b>Spring Hill Commerce Center</b>	20,000
<b>Belle Springs</b>	12,600
<b>Smyrna Ready Mix</b>	1,000
<b>Group 1 Total</b>	<b>207,403</b>

\*Indicates allocation to multiple builders within the project.

**B. Group 2 – Permit-Ready Vacant Lots (Total Allocation: 62,500 GPD)**

<b>Project</b>	<b>Units</b>	<b>GPD Allocation</b>
<b>Cherry Grove</b>	3	750
<b>Harvest Point*</b>	—	16,500
<i>DR Horton</i>	48	—
<i>Celebration</i>	14	—
<i>Regent Homes</i>	4	—
<b>Alaina Park</b>	24	6,000
<b>Hardins Landing</b>	24	6,000
<b>August Park*</b>	—	9,000
<i>Toll Brothers</i>	18	—
<i>Richmond American</i>	18	—
<b>Brandon Woods</b>	39	9,750
<b>Bluebird Hollow</b>	22	5,500
<b>Mountain View</b>	16	4,000
<b>Crystal Creek</b>	16	4,000

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Project	Units	GPD Allocation
Maebrly	4	1,000
<b>Group 2 Total</b>	250 units	<b>62,500</b>

\*Indicates allocation to multiple builders within the project.

**C. One-Time Allocation Statement**

**The Group 1 and Group 2 allocations constitute a single, one-time allocation of all remaining municipal wastewater treatment capacity. No additional development capacity remains available at this time.**

**D. Critical Infrastructure Allocation**

BOMA allocates 65,000 GPD for a hospital on Reserve Boulevard and the Public Works and Fleet buildings.

**E. Active Building Permits**

BOMA allocates 365,000 GPD for all active building permits issued as of the effective date of this ordinance.

**F. Future Discretionary Allocation of Sewer Capacity Reserve**

BOMA establishes a sewer capacity reserve of 100,000 GPD. BOMA may consider an allocation from the sewer capacity reserve for nonresidential tenant improvements of existing buildings on the condition that the property is excluded from Group 1 and Group 2 allocations and does not qualify for approval under Section 3 below.

**SECTION 3. Lifting of Prior Suspensions and Conditions for Application Acceptance**

A. The suspensions of acceptance, processing, and approval of development applications imposed under **Resolution 25-238** and **Resolution 25-259** are hereby **lifted**, but **only** for existing buildings and development projects receiving sewer capacity Section 2 of this Ordinance.

B. A development or building permit application requiring sewer service may be accepted, processed, or approved only if:

1. The project has a sewer allocation under this Ordinance;

2. The project is located on a site or in a building with existing or previous flows and the resulting flow is equal to or less than existing or previous flows; or
3. **Projects proposing decentralized or alternative wastewater treatment systems must comply fully with all adopted City design standards, permitting procedures, engineering submittal requirements, TDEC approval requirements, long-term maintenance obligations, and financial assurance standards *before* any application is accepted for Planning Commission consideration.**

Development or building permit applications for sewer allocation and decentralized or alternative wastewater treatment systems are required to satisfy all zoning, development, subdivision, engineering, building code, and utility standards to be eligible for approval.

C. Projects without allocations or a decentralized or alternative wastewater treatment system remain **ineligible** for application acceptance or approval until new wastewater capacity becomes available or a future ordinance authorizes additional allocations.

#### **SECTION 4. Superseding of Conflicting Prior Actions**

All prior resolutions, ordinances, motions, policies, sewer reservation schedules, and administrative actions **in conflict with this Ordinance are hereby superseded**, except that vested rights recognized under Tennessee law and enforceable development agreements remain in effect.

#### **SECTION 5. Compliance with TDEC Consent Order WPC2025-0093**

All allocations, approvals, and administrative procedures authorized by this Ordinance shall comply with **TDEC Consent Order WPC2025-0093**. In the event of conflict, the Consent Order shall govern.

#### **SECTION 6. Administrative Procedures**

The **City Administrator or their designee**, in coordination with the Development Services Director, City Engineer, and General manager of Spring Hill Water, is authorized to implement administrative rules governing:

- Application intake, prioritization, and tracking;
- Documentation and issuance of sewer allocations;
- Expiration and lapse of allocations;
- Verification of capacity availability;
- Compliance with the TDEC Consent Order and all City policies.

#### **SECTION 7. Enforcement**

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January 5, 2026  
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- A. All projects, habitable buildings, or tenant spaces in receipt of a sewer capacity allocation shall be required to install a flow meter to monitor sewer flows from the property, building, or tenant space. The type and location of flow meters shall be subject to the approval of Spring Hill Water. Flow meters are required to be installed, inspected, and accepted by Spring Hill Water prior to the issuance of a Certificate of Occupancy (CO).
- B. Should a project, building, or tenant exceed the approved allocation, the City of Spring Hill will issue notice of the exceedance, and the property owner will be required to comply with the allocation within five (5) business days of notice.

In the event the exceedance is not resolved within five (5) business days of notice, the City of Spring Hill will disconnect water service to the property or tenant space in violation. Water service will be restored once the property owner takes action, as deemed appropriate by Spring Hill Water, to comply with the allocation.

- C. Should a project, building, or tenant exceed the approved allocation for a second time, the City of Spring Hill will issue notice to the property owner and disconnect water service to the property or tenant space in violation. Water service may be restored once the property owner takes further action, as deemed appropriate by Spring Hill Water, to comply with the allocation.
- D. Should a project, building, or tenant exceed the approved allocation for a third time, the City of Spring Hill will issue notice to the property owner, disconnect water service to the property or tenant space in violation, revoke the CO, and require the premises to be vacated.

#### **SECTION 8. Duration**

This Ordinance remains in effect until:

- 1. All Group 1 and Group 2 allocations have been assigned;
- 2. Additional municipal wastewater capacity becomes available; or
- 3. The BOMA adopts a subsequent ordinance modifying or replacing this allocation framework.

#### **SECTION 9. Effective Date**

This Ordinance shall take effect upon passage, **the public welfare requiring it.**

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Matt Fitterer, Mayor

*Ordinance 25-29  
January 5, 2026  
Page 6 of 7*

ATTEST:

\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney

Passed on First Reading: December 15, 2025

Passed on Second Reading: January 05, 2026

*Ordinance 25-29  
January 5, 2026  
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## STAFF MEMORANDUM

**TO:** Board of Mayor and Aldermen

**FROM:** Carter Napier | City Administrator  
Patrick Carter | City Attorney  
Dan Allen | Assistant City Administrator  
Dara Sanders | Development Services Director

**DATE:** 12/15/2025

**SUBJECT:** Ordinance 25-29 (Sewer Moratorium and Capacity Allocation)

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**REQUEST:**

Staff requests approval of an ordinance declaring a sewer moratorium and allocating the City's remaining sewer capacity.

**PROPOSAL:**

The proposed ordinance is written to include the following provisions -

Section 1 formally establishes a sewer moratorium and identifies October 6, 2025, as the official tolling date for the vested rights of projects that cannot proceed with fulfilling their project obligations because of the moratorium.

Section 2 recommends a one-time allocation of sewer capacity to projects with development agreements resulting in infrastructure above and beyond that required for the project (Group 1) and for permit-ready residential lots (Group 2). These allocations may be applied to new development, redevelopment, and tenant improvements in existing buildings.

This section also establishes a capacity reserve of 100,000 gallons per day (GPD) and creates an opportunity for projects not included in Groups 1 and 2 to request from BOMA capacity from the reserve. As written, only existing buildings are eligible for an allocation from the reserve due to the limitations of Section 1.

Section 3 lifts the application submittal and approval suspensions associated with Resolutions 25-238, -259, and -268. New restrictions on application submittals and approvals are put in place to align with Section 2 provisions.



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email@springhilltn.org  
XXX.XXX.XXXX

Section 4 is standard language related to conflicts in prior resolutions, ordinances, policies, and etc.

Section 5 requires that all allocations, approvals, and procedures comply with TDEC Consent Order WPC2025-0093.

Section 6 authorizes the City Administrator, in coordination with development review/permitting staff and Spring Hill Water staff, to establish and implement rules for enforcing and tracking these provisions and remaining sewer capacity.

Section 7 establishes provisions for enforcing the sewer allocations in Section 2. In summary, all projects, buildings, or tenant spaces receiving an allocation under Section 2 are required to install flow meters to monitor flows for compliance with their allocation. Because sewer capacity is a matter of public health, escalating enforcement provisions are proposed for continuous, documented violations of allocations.

Section 8 addresses the duration of the applicability of this ordinance.

Section 9 requires that the ordinance take effect upon its passage, which is marked by the second reading and vote.

**SUPPORTING DOCUMENTS:**

Ordinance 25-29



City of Spring Hill | Communications  
199 Town Center Parkway  
Spring Hill, Tennessee 37174

**RESOLUTION NO. 26-07**

**A RESOLUTION AUTHORIZING THE PURCHASE OF A CITY-LEASED BUILDING LOCATED AT 8060 STATION HILL DRIVE FROM JOHN MAHER BUILDERS, INC.**

**WHEREAS**, the City of Spring Hill entered into a five-year lease agreement effective October 1, 2023, with John Maher Builders, Inc. for a 12,286 square foot office building located at 8060 Station Hill Drive; and

**WHEREAS**, the leased building currently accommodates office space needs for several City departments and is actively utilized for municipal operations; and

**WHEREAS**, the lease agreement provides the city with a pre-negotiated option to purchase the building for \$6,063,750.00, approximately \$494 per square foot, and Addendum 1 extended the deadline to complete the purchase to February 15, 2026; and

**WHEREAS**, the city's long-term facilities plan has included the potential construction of Phase 2 of the Community Services Annex (CSA) to provide a new office building for City departments, allowing the Station Hill Drive lease to terminate; and

**WHEREAS**, the estimated cost to construct Phase 2 of the CSA is currently \$21,500,000, which would require additional bond borrowing to fund the project; and

**WHEREAS**, electing to purchase the Station Hill Drive building rather than constructing Phase 2 of the CSA could result in a net savings of approximately \$15,000,000, which could be applied to other Capital Improvement Projects or eliminate the need for additional bond debt; and

**WHEREAS**, the availability of existing office space of comparable size within the city is extremely limited, and the current sewer moratorium prevents new office construction, potentially increasing future market costs per square foot; and

**WHEREAS**, because the City already occupies the Station Hill Drive building and is responsible for utilities, indoor maintenance, and insurance, the purchase of the building would not increase operating costs and would require minimal renovation; and

**WHEREAS**, prior to completion of the purchase, the City will conduct appropriate inspections of the building and will obtain clear title and title insurance consistent with City purchasing practices; and

**WHEREAS**, the Board of Mayor and Aldermen finds that the purchase of the Station Hill Drive building is in the best financial and operational interest of the City.

*Resolution 26-07  
January 5, 2026  
Page 1 of 2*

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

The Board hereby authorizes the purchase of the building located at 8060 Station Hill Drive, containing approximately 12,286 square feet, from John Maher Builders, Inc. for the pre-negotiated purchase price of \$6,063,750, pursuant to the terms of the existing lease agreement.

The mayor, and other appropriate City officials are hereby authorized to execute all documents and take all actions necessary to complete the purchase, including inspections, closing documents, and acquisition of title and title insurance.

The purchase of the building is subject to satisfactory inspection results and confirmation of clear and marketable title.

The cost of the purchase shall be funded from the \_\_\_\_\_ fund/account.

This Resolution shall take effect immediately upon its adoption, the public welfare requiring it.

Passed and adopted on the 5<sup>th</sup> day of January 2026.

\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney

*Resolution 26-07  
January 5, 2026  
Page 2 of 2*



## STAFF MEMORANDUM

**TO:** Board of Mayor and Aldermen  
**FROM:** J. Carter Napier, City Administrator  
Missy Stahl, CIP Director  
**DATE:** 12/15/2025  
**SUBJECT:** Discussion on the Station Hill Drive office building

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**RECOMMENDATION:**

To authorize staff to contact building owner with our intent to exercise the purchase clause in the current lease in the amount of \$6,063,750

**BACKGROUND:**

The City entered into a five-year lease agreement on October 1, 2023 with John Maher Builders, Inc. for a 12,286 sq. ft. building located at 8060 Station Hill Drive. This building currently accommodates office space needs for several City departments.

The long-term plan is to construct Phase 2 of the Community Services Annex, to include a new office building to which all the departments would transition, allowing the Station Hill Drive lease to end. As of today, the estimated cost to construct the new building at CSA is \$21,500,000 and would require additional bond borrowing to fund the project.

The current lease agreement for the Station Hill Drive building includes an option for the City to purchase the building for a pre-negotiated price of \$6,063,750 if purchased by December 31, 2025. This equates to \$494/sq ft. The availability of open office space of this size in Spring Hill is very scarce and with the sewer moratorium that has been implemented, no new office space will be built, which could potentially drive up the market's average cost per square foot.

**FINANCIAL IMPACT:**

If the BOMA elects to not construct Phase 2 of the CSA and instead purchase the Station Hill Drive building, the net savings of approximately \$15,000,000 could be applied to other CIP projects or not be borrowed (thus not increasing our bond debt). The City currently pays for the utilities, indoor maintenance and insurance for the Station Hill Drive building. Therefore, no additional costs would be incurred for those items.



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Spring Hill, Tennessee 37174  
mstahl@springhilltn.org  
93486-2252

**SUPPORTING DOCUMENTS:**

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, TN



**City of Spring Hill | Communications**  
199 Town Center Parkway  
Spring Hill, Tennessee 37174

**PURCHASE AND SALES AGREEMENT**

This Purchase and Sales Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the Effective Date (as defined in Section 14 below) by and between John Maher Builders, Inc. (hereinafter referred to as the "Seller"), and the City of Spring Hill, Tennessee (hereinafter referred to as the "Purchaser").

The parties to this Agreement are also parties to that certain Lease Agreement dated November 1, 2023 (the "Lease"). The Purchaser has exercised its purchase option pursuant to the terms of Section 40 of the Lease.

For and in consideration of the earnest money paid, and in part payment of the purchase price, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller the following described real estate, together with the improvements thereon and all easements, covenants and other rights appurtenant to said real estate (hereinafter referred to as the "Property"), located at 8060 Station Hill Drive, Spring Hill, Tennessee 37174, and more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

This sale shall be made upon the following terms and conditions:

1. Purchase Price. The purchase price for the property shall be the sum of \$6,063,750.00 (hereinafter referred to as the "Purchase Price") which sum shall be payable as follows:

1.1 Earnest Money. The sum of \$0.00 has been deposited (or will be deposited by Purchaser within five (5) business days following execution of this Agreement by both parties) in immediately available U.S. funds with the Title Company (as defined in Section 2.1 below), as agent for the limited purpose of holding and disbursing earnest money deposits in accordance with the terms and conditions of this Agreement.

1.2 Balance. The balance of the purchase price shall be payable at closing of sale in immediately available U.S. funds. Such amount shall be reduced or increased by reason of prorations and other adjustments as hereinafter provided.

1.3 Investigation Consideration. Purchaser shall also pay to Seller the sum of ONE HUNDRED DOLLARS (\$100.00) (the "INDEPENDENT CONTRACT CONSIDERATION") as separate and independent consideration to Seller for granting Purchaser the right to investigate the Property in accordance with the terms of this Agreement during the Investigation Period, and for granting any other conditional periods conferred upon the Purchaser. The Independent Contract Consideration is independent of any other consideration provided in this Agreement and shall be retained by Seller notwithstanding any other provision of this Agreement.

2. Title and Survey Review.

2.1 Title Commitment. Within ten (10) days after the Effective Date (as defined in Section 14 below), Purchaser shall obtain, at Purchaser's sole cost and expense, a commitment (hereinafter referred to as the "Commitment") for the issuance by Middle Tennessee Law Group, PLLC (hereinafter referred to as the "Title Company") of an ALTA Owner's Title Insurance Policy (hereinafter referred to as the "Title Policy"), to Purchaser at closing, together with copies of all recorded documents constituting exceptions under the Commitment (hereinafter collectively referred to as the "Exception Documents").

2.2 Survey. Purchaser may obtain a new survey describing the Property. The costs of the survey shall be paid by Purchaser.

3. Inspections, Review Period & Investigation Period.

3.1 Inspection Period. Seller agrees that Purchaser, its representatives and/or agents, shall have until **five (5) calendar days** before Closing (hereinafter referred to as the "Inspection Period") to enter upon and inspect the Property and to conduct, at Purchaser's expense, any and all feasibility, environmental, or other studies, analyses or examinations of the Property as Purchaser deems necessary or desirable, and to satisfy itself with regard to zoning and permitting issues, availability of utilities, and all other matters related Purchaser's intended use of the property. If during such Inspection Period, Purchaser, in its sole and absolute discretion, determines that the Property is unsatisfactory for its intended use in any respect, Purchaser shall have the option to terminate this Agreement and receive a refund of any Earnest Money, in which event both parties shall be relieved of further obligation or liability hereunder. In said event, Purchaser shall provide and release unto Seller any surveys or environmental reports obtained by Purchaser pursuant to this paragraph.

3.2 Repair and Insurance. All inspections shall be coordinated with Seller at least 24 hours in advance. Seller shall have the right to have its representative present during any period that Purchaser, its agents, engineers and contractors are accessing the Property. Prior to Purchaser or any of its agents, representatives or contractors entering upon the Property, Purchaser shall provide Seller with written evidence that such liability insurance is in force and effect. If this Agreement is terminated, Purchaser shall repair all damage to the Property resulting from Purchaser's exercise of its rights under this section or caused by Purchaser or any of its agents, employees, contractors or representatives while this Agreement is in effect. Purchaser shall cause its agents, employees, contractors and representatives to comply with the terms of this section.

4. Closing. Closing of the transaction contemplated by this Agreement shall occur on or before February 15, 2026 (hereinafter referred to as the "Closing Date") with the exact time and date to be agreed upon by Purchaser and Seller. The closing shall take place at a location or locations agreed to by Purchaser and Seller, and there shall be no requirement that the parties close in the same location. Purchaser may extend the Closing Date up to thirty (30) days at its discretion.

5. Seller's Warranties. Seller represents and warrants the following as of the Effective Date and as of the Closing Date:

5.1 Authority of Seller. Seller has full power and authority to execute, deliver and perform under this Agreement and such execution, delivery and performance have been specifically authorized by all requisite organizational action of Seller. Upon execution, this Agreement will be valid and binding upon Seller, and enforceable against Seller in accordance with its terms.

5.2 No Violations/Conflicts. The execution by Seller of this Agreement and the consummation by Seller of the transaction contemplated hereby do not and will not (a) conflict with or result in a breach of any of the terms or provisions of, or constitute a default under (i) any bond, debenture, note or other evidence of indebtedness, or (ii) any contract, indenture, mortgage, loan, agreement, lease, joint venture or other agreement or instrument to which Seller is a party or by which Seller or any of the Property is

bound; or (b) result in any violation of any governmental requirement, ordinance, regulation, law or statute.

5.3 Eminent Domain. To Seller's knowledge, there are no pending or threatened governmental proceedings in eminent domain, for rezoning, for building moratorium or otherwise, which would affect Seller's intended use of the Property or any part thereof, nor any facts in existence which may give rise to any such action or proceeding.

5.4 Litigation. To Seller's knowledge, there are no legal actions, suits or other legal or administrative proceedings or investigations pending or threatened against Seller (relating to the Property) or the Property, and Seller is not aware of any facts that might result in any such action, suit, investigation or other proceeding or investigation.

5.5 Taxes and Assessments. To Seller's knowledge, no claim or liability is pending or has been assessed, asserted or threatened, or will be assessed or asserted against Seller in connection with any ad valorem taxes against the Property (and personal property taxes, if any, owed by Seller related thereto) or any special assessments encumbering the Property, which are or may become a lien or charge against the Property or any part thereof. Seller has not received any notice of any special assessment or increases in the assessed valuation of taxes or other impositions of any nature which are pending or being contemplated with respect to the Property or any part thereof.

5.6 No Agreements or Commitments. Except as disclosed in writing to Purchaser prior to the Effective Date, Seller has not entered into (a) any agreement, lease, option, right of first refusal, commitment or arrangement granting to any person or entity, other than Purchaser, the present or future right to purchase, occupy, lease or otherwise acquire an interest in the Property or any part thereof, (b) any agreement, commitment or arrangement regarding the development of the Property or any part thereof and from the Effective Date through the Closing Date, Seller will not enter into any such agreement or arrangement affecting the Property or any part thereof without the Purchaser's prior written approval.

5.7 Governmental Action/Requirement. Seller has not received notice of any violation of any ordinance, regulation, law or statute from any governmental agency pertaining to the Property or any part thereof, and to Seller's knowledge, no governmental or quasi-governmental authority has imposed any requirement that a developer of the Property pay, whether directly or indirectly, any special fees or contributions, or incur any expenses or obligations, in connection with any development of the Property or any part thereof.

5.8 Environmental. To Seller's knowledge, the Property is not now and has not ever been used for the purpose of disposal of, refining, generating, manufacturing, producing, storing, handling, treating, transferring, releasing, processing or transporting any petroleum, petroleum derived products and/or hazardous waste or hazardous substance and/or toxic waste or toxic substance, as such terms are defined in the Resource Conservation and Recovery Act of 1976, 42 USC 6901 et seq., as amended, the Comprehensive Environmental Recovery Compensation and Liability Act of 1980, 42 USC 9601 et seq., the Superfund Amendments and Reauthorization Act, Public Law 99-499 as amended, or any other federal, state or local environmental law, regulation, code or ordinance, and, Seller, its agents, employees and contractors have not released and, to Seller's knowledge, no other party has released any pollutants, contaminants or hazardous or toxic wastes, substances or materials in, on or under the Property, and the Seller, its agents, employees and contractors have not installed and, to Seller's knowledge no other party

has installed and the Property does not contain any underground storage tanks in, on or under the surface of any portion of the Property and, to Seller's knowledge, the Property has never contained any such underground storage tanks.

6. Seller's Deliveries at Closing. At closing, Seller shall deliver (or cause to be delivered) to Purchaser the following:

6.1 Deed. A duly-executed and acknowledged general Warranty Deed conveying to Purchaser marketable fee simple title to all of the Property (hereinafter referred to as the "Deed") free of all monetary liens and defects in title other than Permitted Exceptions. Permitted Exceptions are defined as those appearing in the Title Commitment prepared during the Inspection Period.

6.2 Lien and Possession Affidavit. An Affidavit or Affidavits executed by Seller which shall contain all normal and customary attestations such an affirmation that (a) the title to the Property is free from claims from mechanic's and materialmen's liens and (b) there are no parties in possession of the Property or any party thereof. Said Affidavit or Affidavits shall be in a form acceptable to the Title Company and Seller and sufficient to permit deletion of the applicable standard exceptions to the Title Policy, provided Seller shall not be responsible for deletion of the standard survey exception.

6.3 Non-Foreign Person Affidavit. An Affidavit executed by Seller stating that Seller is not a "foreign person" as defined in I.R.C. Section 1445 as most recently amended.

6.4 Possession. Exclusive possession of the Property (subject to the Permitted Exceptions and all leases disclosed to Purchaser).

6.5 Closing Statement. A closing statement prepared by Title Company, and executed by Seller which reflects all of the financial terms of the transaction contemplated by this Agreement (hereinafter referred to as the "Seller's Closing Statement").

7. Purchaser's Deliveries at Closing. At closing, Purchaser shall deliver (or cause to be delivered) to Seller the following:

7.1 Purchase Price. The Purchase Price subject to prorations and adjustments as provided for herein.

7.2 Title Commitment. A marked-up (i.e. "updated") title commitment indicating the Title Company's agreement to issue, in due course, a Title Policy by or on behalf of the Title Company, insuring marketable fee simple title to the Property in Purchaser in a face amount equal to the Purchase Price and containing no exceptions to title other than Permitted Exceptions.

7.3 Closing Statement. A closing statement prepared by Title Company and executed by Purchaser which reflects all of the financial terms of the transaction contemplated by this Agreement (hereinafter referred to as the "Purchaser's Closing Statement").

7.4 Further Instruments. Any and all further normal and customary instruments which the Title Company may request of Purchaser in order to satisfy the requirements of the Title Commitment or to otherwise effect the closing contemplated by this Agreement.

8. Closing Costs. The closing costs associated with the transaction contemplated by this Agreement shall be allocated between Seller and Purchaser as follows:

Items	Seller	Purchaser
Title Search/Commitment		X
Owners Title Insurance Premium	X (divided equally)	X (divided equally)
Survey		X (if applicable)
State Transfer Taxes	X (divided equally)	X (divided equally)
Local Recording Fees	X (divided equally)	X (divided equally)
Title Company Closing fees	X (divided equally)	X (divided equally)

9. Brokerage. Each party represents to the other that no real estate commissions are due on account of this Agreement. Each party shall indemnify and hold the other harmless from any and all liability of loss arising out of commissions which may have been incurred by such party otherwise.

10. Casualty Loss; Eminent Domain. As to the Property, all risk of loss by fire or other casualty, as applicable, shall be on the Seller up to and including the Closing Date. In the event any eminent domain proceedings shall be commenced with respect to the Property or any part thereof prior to the Closing Date, or in the event the Purchaser shall be advised by any agency having eminent domain powers that a condemnation of the Property of a part thereof is contemplated, the Purchaser may, at its option (a) terminate this Agreement in which event the Earnest Money shall be refunded to Purchaser and both parties shall be relieved of further obligation or liability hereunder or (b) continue this Agreement in force in which event any condemnation proceeds received by Seller prior to closing shall be paid over to Purchaser on the Closing Date.

11. Default and Remedies. In the event of default in the performance or observance of any of the covenants of this Agreement, it is agreed as follows:

11.1 Purchaser Default. Should Purchaser default in the performance of this Agreement (except as excused by Seller's default or Purchaser's termination of this Agreement pursuant to its rights hereunder), then the Seller shall make written demand on Purchaser for such performance and if Purchaser fails to comply with such written demand within ten (10) days after receipt thereof, Seller, at its option, may bring a lawsuit to recover any damages it has suffered, not to exceed Ten Thousand Dollars (\$10,000.00). The Lease shall remain in full force and effect if the transaction contemplated by this Agreement is not consummated. Conversely, the parties acknowledge that the Lease will merge with the deed upon conveyance of title at closing and, therefore, such Lease will terminate by operation of law.

11.2 Seller Default. Should Seller default in the performance of this Agreement (except as excused by Purchaser's default), then the Purchaser shall have the option to (a) seek specific performance, (b) waive such default, or (c) terminate this Agreement and may bring a lawsuit to recover any damages it has suffered.

12. Property Condition. Unless otherwise specified herein, the property is purchased "as is" and Seller does not make or imply any warranties as to the condition of the property, except as may be stated herein. Purchaser has the right to re-inspect the property before closing to verify the property is in same condition as at time of this Agreement. Closing or occupancy by Purchaser shall constitute acceptance in "as is" condition.

13. Notice. All notices or other communication herein required or permitted shall be in writing and given by personal delivery or sent by (a) registered or certified mail return receipt requested with postage prepaid, (b) nationally recognized overnight courier service, or (c) facsimile transmission, addressed as follows (unless written notice of change thereof is provided):

To Seller:        John Maher Builders, Inc.  
1109 Old Kedron Rd.  
Spring Hill, TN 37174  
Contact Person: Jessica Hight  
email: jessica@johnmaherbuilders.com  
telephone #: (931) 489-1981 ext. 17

To Purchaser:    City of Spring Hill, Tennessee  
199 Town Center Pkwy.  
Spring Hill, TN 37174  
Contact Person: Carter Napier, City Administrator  
email: cnapier@springhilltn.org  
telephone #: (931) 486-2252

To Title Company:    Middle Tennessee Law Group, PLLC  
809 S. Main St., STE 100  
Columbia, TN 38401  
Contact Person: Jake Wolaver  
jwolaver@mtlawgroup.net  
(931) 548-0818  
Fax: (931) 388-6717

Notice shall be deemed given on the earlier of (a) actual receipt, (b) three (3) business days after deposit in the U.S. Mail, (c) one (1) business day after deposit with a nationally recognized overnight courier, or (d) if by facsimile transmittal, upon receipt of proof of transmission. Any notice or communication not received because of change of address or facsimile number, without notice to the other party thereof, or refusal to accept delivery, shall be deemed received on (a) the date of attempted hand delivery, (b) the date of facsimile transmittal with proof of transmission, (c) on the first business day after deposit with an overnight courier, or (d) three (3) business days after deposit in the U.S. Mail

14. Effective Date. The effective date (hereinafter referred to as the "Effective Date") shall be the date the last of Seller or Purchaser executes this Agreement, as shown on the signature page.

15. Confidentiality; Non-Disclosure. Purchaser and Seller (and broker if any by subscribing hereunder) hereby agree that all aspects of the transaction contemplated by this Agreement shall be kept strictly confidential and acknowledge that disclosure of the fact that the parties have entered into this Agreement or of any of the terms hereof could cause irreparable harm to Purchaser or Seller. Except as may be required by law or as may be necessary to evaluate the Property in connection with the purchase contemplated by this Agreement, Purchaser and Seller shall not divulge any information to other persons or entities, including, without limitation appraisers, real estate brokers, competitors of the parties, or any other prospective purchaser; provided, however, that the foregoing shall not preclude Seller or Purchaser from disclosing information to its employees, agents and professional advisors including the Title

Company or from Seller or Purchaser from disclosing information to individuals with prior written consent of the other party so long as such individuals acknowledge the confidential nature of the information disclosed to them and agree to be bound by the terms and conditions of this Section 15. Furthermore, Seller and Purchaser hereby agree that neither will release, or cause or permit to be released, any press notices, publicity (oral or written), or advertising promotion relating to, or otherwise announce or disclose or cause or permit to be announced or disclosed, in any manner whatsoever, the terms, conditions and substance of this Agreement or the transactions contemplated hereby without first obtaining the written consent of the other party.

16. Proration of Taxes. All general and ad valorem taxes accruing in or assessed with respect to the Property during the calendar year of the closing shall be paid in full by Purchaser. If closing shall occur before the tax rate is fixed for the then current year, the calculation of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation, provided that, upon determination of the tax rate and assessment for the calendar year of the closing, Purchaser shall be responsible for reconciling any underpayment or overpayment directly with the taxing authority. The obligations of this Section 16 shall survive the closing.

17. Assignment. Purchaser may assign this Agreement to another entity and upon such assignment, this Agreement shall in all respects be construed as if made in the first instance by the assignee and the Purchaser herein shall have no further obligations. Seller's prior written consent (which shall not be unreasonably withheld) shall be required with respect to any assignment to an entity that is not affiliated with or otherwise related to Purchaser. However, Seller's consent shall not be required with respect to any assignment to an entity that is affiliated with or otherwise related to Purchaser. No assignment shall relieve the originally named Purchaser of its obligations and liability hereunder.

18. Miscellaneous. This Agreement is binding upon the heirs and successors of the respective parties, and constitutes the entire agreement between the parties. Captions are for convenience only and shall not limit the scope or intent of this Agreement or any part thereof. Time is of the essence in this Agreement. This Agreement sets forth all of the terms, conditions, representations and agreements between the parties and may be amended only by a writing signed by both Seller and Purchaser. Where the circumstances require, the singular shall refer to the plural and the plural to the singular, and the use of one gender shall be applicable to all genders. This Agreement is severable such that the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions. The property is being sold without regard to race, creed, religion, color, sex or national origin. This Agreement may be executed in any number of identical counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken together as one and the same instrument, with the same effect as if all parties hereto had signed the same signature page.

19. I.R.C. Section 1031 ("Like-Kind") Tax Deferred Exchange. Seller shall have the right to assign, in whole or in part, its rights hereunder to a "qualified intermediary" in connection with a "like-kind" tax deferred exchange pursuant to I.R.C. Section 1031 as most recently amended and Purchaser agrees to cooperate with the other party to the extent such transaction does not result in additional expense or delay to the cooperating party.

20. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee, with venue and jurisdiction being in the state courts of Maury County. In the event any provision of this

Agreement shall be prohibited by or invalidated under applicable law, the remaining provisions hereof shall remain fully effective.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the last date written below.

Purchaser:

Seller:

CITY OF SPRING HILL, TENNESSEE

John Maher Builders, Inc.

By: \_\_\_\_\_  
Matt Fitterer, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed name and title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTANCE BY THE TITLE COMPANY**

By its execution hereinbelow, the Title Company acknowledges receipt of a fully executed counterpart of this Agreement for Sale and Purchase (including all exhibits thereto); accepts the limited agency provided hereof and pursuant thereto; and agrees to accept, hold, invest, return and/or disburse the earnest money and the interest accrued thereon in accordance with the provisions hereof.

Date: \_\_\_\_\_

Middle Tennessee Law Group, PLLC

By: \_\_\_\_\_

**EXHIBIT A**

Description of Property

40846962v2

Page 9 of 9

JOHN MAHER BUILDERS, INC.

Addendum "1" to Lease Agreement

The undersigned Parties to a Lease Agreement dated November 1, 2023 for property located at 8060 Station Hill Drive, Spring Hill, TN 37174, hereby mutually agree to amend said Lease Agreement as follows:

Section 40 is hereby amended to read as follows:

The deadline for Tenant to purchase the property at the Pre-Negotiated Price of \$6,063,750.00 is extended to February 15, 2026.

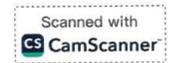
All other terms and conditions of the Lease Agreement remain the same and are in full force and effect.

John Maher Builders, Inc.

City of Spring Hill, Tennessee

By: *[Signature]*  
Its: CEO  
Date: 12-16-25

By: *[Signature]*  
Its: Math Fetherer, Mayor  
Date: Dec 15, 2025



**RESOLUTION 26-08**

**A RESOLUTION OF THE CITY OF SPRING HILL ADOPTING A BUDGET POLICY  
AND REPEALING PRIOR ADOPTED BUDGET POLICIES**

**WHEREAS**, the City of Spring Hill desires to maintain sound fiscal management and accountability in the preparation, adoption, and administration of its annual budget; and

**WHEREAS**, the City previously adopted a Budget Policy in 2023; and

**WHEREAS**, the Board of Mayor and Aldermen finds it necessary and appropriate to replace the 2023 Budget Policy with an updated Budget Policy; and

**WHEREAS**, the Budget Policy attached hereto establishes guidelines for budget preparation, adoption, administration, and review; and

**WHEREAS**, the City intends that the Budget Policy be reviewed annually and updated as needed to reflect changes in law, financial conditions, or best practices.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SPRING HILL:**

1. The City of Spring Hill hereby adopts the Budget Policy, attached hereto and incorporated into this Resolution.
2. Any Budget Policy previously adopted by the City is hereby repealed and replaced in its entirety by the Budget Policy adopted through this Resolution.
3. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 5<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney



## STAFF MEMORANDUM

**TO:** Board of Mayor and Aldermen  
**FROM:** Rebecca Holden, Finance Director  
**DATE:** 1/5/2026  
**SUBJECT:** Updated Budget Policy for Board Review and Adoption

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**RECOMMENDATION:**

Staff respectfully recommends that the Board of Mayor and Aldermen adopt the updated Budget Policy as presented, effective January 5<sup>th</sup>, 2026, thereby superseding Resolution 23-174.

**PURPOSE:**

The purpose of this memorandum is to formally present the City of Spring Hill's updated Budget Policy for review and adoption by the Board of Mayor and Aldermen. Upon adoption, this policy will become effective January 5<sup>th</sup>, 2026, and will supersede Resolution 23-174 (September 5, 2023).

**BACKGROUND:**

The City's Budget Policy was last adopted in September 2023. Since that time, the City's budgeting processes and reporting requirements have continued to evolve. In addition, updated guidance has been issued by the Tennessee Comptroller of the Treasury, Division of Local Government Finance.

The updated Budget Policy was developed to ensure that the City's written policy:

- Accurately reflects current budgeting and amendment practices,
- Clearly defines roles and responsibilities across Departments, City Administration, Finance, and the Board,
- Strengthens internal controls related to budget execution and amendments, and
- Maintains full compliance with Tennessee law and Comptroller guidance.

**OVERVIEW OF KEY POLICY ELEMENTS:**

While the updated policy maintains the City's existing budgeting structure, it provides additional clarity and formalization in several areas, including:

- **Legal Authority and Compliance**  
Explicit references to applicable Tennessee Code sections governing budget adoption, hearings, amendments, and debt service requirements.
- **Roles and Responsibilities**  
Clear delineation of responsibilities among Departments, the City Administrator, Finance, and the Board of Mayor and Aldermen throughout the budget cycle.



**CITY OF SPRING HILL**

199 Town Center Pkwy, PO Box 789, Spring Hill TN, 37174

931-451-0782

[rholden@springhilltn.org](mailto:rholden@springhilltn.org)

- **Operating Budget Controls**

Confirmation that budget control is maintained at the departmental and major classification level consistent with the Tennessee Comptroller's Uniform Chart of Accounts, with administrative transfers limited in scope and Board approval required for interdepartmental or interfund changes.

- **Capital Improvements Budget Standards**

Adoption of project-level budgeting and tracking for capital improvements, including carryforward of ongoing project budgets and consistent accounting of total project costs.

- **Budget Amendments and Monitoring**

Establishment of a quarterly budget amendment process, defined submission requirements, and clear expectations for funding source identification and financial impact analysis.

- **Annual Policy Review**

This Budget Policy shall be reviewed annually by the Finance Department and City Administration to ensure continued compliance with applicable laws, regulations, and guidance, as well as alignment with the City's budgeting practices and organizational needs. Any recommended revisions shall be presented to the Board of Mayor and Aldermen for consideration and adoption.

These updates are intended to improve transparency, consistency, and accountability without expanding spending authority or reducing Board oversight



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[rholden@springhilltn.org](mailto:rholden@springhilltn.org)

# City of Spring Hill, Tennessee

## BUDGET POLICY

**Adopted by:** Board of Mayor and Aldermen

**Effective Date:** January 5<sup>th</sup>, 2026

**Supersedes:** Resolution 23-174 (September 5<sup>th</sup>, 2023)

### **1. PURPOSE & AUTHORITY**

#### **1.1. Purpose**

This policy establishes the framework and procedures governing the preparation, adoption, execution, monitoring, and amendment of the City's annual budget. It ensures fiscal discipline, transparency, and accountability while maintaining compliance with Tennessee state law and the guidelines of the Tennessee Comptroller of the Treasury, Division of Local Government Finance (LGF).

#### **1.1. Legal Authority**

- 1.1.1. TCA §9-21-403 requires each local government to adopt an annual budget and submit it to the Tennessee Comptroller for approval.
- 1.1.2. Municipal Budget Law of 1982 (TCA §6-56-201 et seq.) outlines minimum requirements for municipal budget adoption, hearings, and amendments.
- 1.1.3. TCA §6-56-206 requires a public hearing and publication of the proposed budget at least 10 days before adoption.
- 1.1.4. TCA §6-56-208 & 209 authorize the governing body to amend the budget ordinance and delegate limited transfer authority to the budget officer.
- 1.1.5. TCA §9-21-403 prohibits reducing appropriations for debt service below required levels.

This policy aligns with the Tennessee Comptroller's Local Government Budget Manual (June 2025) and Municipal Budget Submission Checklist.

### **2. ROLES & RESPONSIBILITIES**

#### **2.1. Board of Mayor and Aldermen**

- 2.1.1. Conduct hearings, review, and adopt the annual budget and tax levy ordinances.
- 2.1.2. Approve quarterly amendments and receive periodic financial reports.
- 2.1.3. Review this policy periodically and approve updates.

#### **2.2. City Administrator**

- 2.2.1. Lead and coordinate the citywide budget process.
- 2.2.2. Review departmental submissions and assist in preparing the proposed budget for BOMA.
- 2.2.3. Provide the annual budget message outlining key priorities, challenges, and fiscal strategy.
- 2.2.4. Review and authorize all proposed budget amendments and funding requests prior to their submission to the Board of Mayor and Aldermen to ensure alignment with fiscal policy and organized priority
- 2.2.5. Review this policy periodically and approve updates.

### **2.3. Finance Department**

- 2.3.1. Issue the annual budget calendar, instructions, and forms.
- 2.3.2. Prepare revenue estimates, debt schedules, and capital project summaries.
- 2.3.3. Consolidate departmental requests and ensure balanced fund budgets.
- 2.3.4. Prepare the formal appropriation ordinance and all Comptroller-required attachments.
- 2.3.5. Submit the adopted budget to the Comptroller within 15 days of adoption.
- 2.3.6. Monitor expenditures and revenues, ensuring compliance with appropriations.
- 2.3.7. Manage the quarterly budget amendment process.

### **2.4. Departments / Department Heads**

- 2.4.1. Prepare budget requests in the format and timeline prescribed by Finance.
- 2.4.2. Monitor actual vs. budget performance and provide variance explanations.
- 2.4.3. Submit amendment and transfer requests in writing with justification and funding sources via form.

## **3. BUDGET CONTENT & FORMAT**

Each fund budget shall be prepared in accordance with the guidance of the Tennessee Comptroller of the Treasury, Division of Local Government Finance, and any other applicable state or legal requirements governing municipal budgeting and financial reporting.

### **3.1. Revenues**

- 3.1.1. All revenues shall be budgeted using a conservative and evidence-based approach to ensure fiscal stability and compliance with all state guidance.
- 3.1.2. Dedicated or restricted revenues shall be deposited and maintained in the appropriate fund or account for their intended purpose in accordance with applicable resolutions, ordinances, or legal requirements.
- 3.1.3. Revenues earned by or assigned to a department or division shall be recorded using the appropriate fund and departmental code to ensure transparency, accountability, and accurate reporting in the City's financial system.
- 3.1.4. Nonrecurring or one-time revenues (e.g., grants, settlements, asset sales) shall not be used to support recurring operating expenses or personnel costs. Such revenues may be used only for one-time capital or non-recurring expenditures, unless the funding source includes a defined term and a maintenance provision allowing for sustainable continuation of the program.

### **3.2. Operating Budget**

- 3.2.1. The Operating Budget shall be adopted and controlled at the departmental level, with appropriations presented and monitored by major expenditure classifications as defined by the Tennessee Comptroller of the Treasury's Uniform Chart of Accounts and any other applicable legal guidance.
- 3.2.2. Budget control shall be maintained at the classification level.
- 3.2.3. Department Heads may expend funds within their approved division budgets and within the same classification grouping, provided such expenditure remains consistent with the purpose of the original appropriation. Transfers within the same division and fund may be approved administratively by the Budget & Performance Manager with review and signature by the Finance Director.

- 3.2.4. Budget transfers between departments or funds shall be considered Budget Amendments and must be presented to the Board of Mayor and Aldermen (BOMA) for approval during the next scheduled quarterly amendment cycle.
- 3.2.5. All expenditures must be accurately coded to the appropriate line item based on their purpose and classification. Coding expenditures to circumvent a budget transfer or amendment is prohibited.
- 3.2.6. Debt financing shall not be used for recurring operating expenses, salaries, or routine maintenance. Debt shall be reserved exclusively for long-term capital improvements or one-time capital investments.

### **3.3. Capital Improvements Budget**

- 3.3.1. The Capital Improvements budget shall be adopted at the project level, consistent with the City's Capital Improvement Plan (CIP) and the guidance of the Tennessee Comptroller's Division of Local Government Finance. Each project appropriation shall represent the full estimated cost of the project.
- 3.3.2. Funds appropriated for a project shall remain committed to that specific project until completion or formal reallocation through the budget amendment process. Upon project completion, any unexpended funds shall be de-obligated and may be reprogrammed for other eligible capital projects by amendment approved by the Board of Mayor and Aldermen.
- 3.3.3. The adopted project budget shall include the entirety of all known and anticipated expenditures, including design, engineering, acquisition, construction, contingency, and administrative costs necessary to complete the project.
- 3.3.4. Budget for ongoing capital projects at fiscal year-end shall roll forward into the next fiscal year to ensure accurate accounting of total project costs.
- 3.3.5. All project costs, other than preliminary investigation or feasibility work, shall be recorded and tracked under the assigned project code for the life of the project.
- 3.3.6. Preliminary and feasibility studies, including conceptual design or investigative evaluations, may be charged as expenses in the home fund when project funding is uncertain. When a project has a high likelihood of being funded, a project code shall be established, and all related costs shall be recorded within that project's financial records.
- 3.3.7. All capital projects shall comply with the City's Capital Improvement Plan, Purchasing and Procurement Policy, and applicable state laws regarding contracting and debt issuance.

## **4. BUDGET EXECUTION & MONITORING**

- 4.1. Departments must operate within their appropriations. No expenditure may exceed an approved line item or departmental total without an approved amendment.
- 4.2. Finance will produce monthly budget-to-actual reports for Board of Mayor and Alderman review.
- 4.3. Transfers within the same fund and division may be approved by the Finance Director. All such transfers must be reported at the next Board of Mayor and Alderman meeting.
- 4.4. Encumbrances will be recorded for outstanding purchase orders to ensure budgetary control.
- 4.5. Unspent appropriations revert to fund balance unless reappropriated through an amendment.

## **5. BUDGET AMENDMENTS**

### **5.1. Frequency and Process**

Budget amendments will be processed quarterly at the end of each fiscal quarter. Department requests must be submitted to Finance according to the budget amendment calendar set by Finance each year.

### **5.2. Amendment Scope**

- 5.2.1. Administrative Transfers: Within the same fund and department, may be approved by Finance if there is no change to total appropriations.
- 5.2.2. BOMA Amendments: Required for any change across funds, departments, or major categories; for personnel changes; or for new capital items.
- 5.2.3. Emergency Amendments: Allowed outside the quarterly schedule with documented justification (e.g., disaster, public safety), subject to BOMA ratification.

### **5.3. Submission Requirements**

All amendment requests must include:

- 5.3.1. Written justification and purpose.
- 5.3.2. Cost breakdown (personnel, operating, capital, etc.).
- 5.3.3. Funding source(s): reallocation, fund balance, grants, etc.
- 5.3.4. Impact analysis on reserves and cash flow.

### **5.4. Approval & Reporting**

- 5.4.1. Finance consolidates requests and prepares a summary amendment ordinance for BOMA.
- 5.4.2. All amendments are adopted by ordinance or resolution and published for transparency.

## **6. FUND BALANCE & RESERVES USAGE**

- 6.1. Use of reserves requires BOMA approval and should be limited to one-time or emergency needs.
- 6.2. Carryforward of unspent capital appropriations requires approval during the first amendment of the subsequent fiscal year.

## **7. POLICY REVIEW & REVISION**

- 7.1. This policy shall be reviewed by Finance and the City Administrator at least every year or sooner as required by changes in law or guidance.
- 7.2. Proposed revisions must be submitted to BOMA for adoption.

## **8. EFFECTIVE DATE & SUPERSESSION**

- 8.1. This Budget Policy is effective upon adoption and supersedes any prior policies or conflicting provisions related to budget development, management, and amendments.

**APPENDIX A – REFERENCES**

1. Tennessee Comptroller’s Local Government Budget Manual (latest edition)
2. Municipal Budget Submission Worksheet & Checklist
3. TCA §6-56-201 et seq. (Municipal Budget Law of 1982)
4. TCA §9-21-403 (Debt and Budget Requirements)
5. MTAS & CTAS Guidance on Budget Amendments and Transfers

Prepared by the Finance Department, City of Spring Hill, Tennessee  
Reviewed by Rebecca Holden, Finance Director  
Drafted by Chelsea Perryman, Budget & Performance Manager  
Policy Version 2.0  
Last Reviewed: January 2026

## City of Spring Hill Policy and Procedures

<b>Budget Policy</b>			
<b>Department</b>	<b>All</b>	<b>Division</b>	<b>All</b>
<b>Original Author</b>	<b>PSJ</b>	<b>Editing Author</b>	
<b>Date of First Adoption</b>		<b>Last Revision Date</b>	
<b>Page of Pages</b>	<b>1 of 2</b>		

**Policy:**

I. General Budget Policy

- a. The fiscal year for the City of Spring Hill is July 1 of each calendar year until June 30, of the following year.
- b. Each fund that expends money must have an adopted budget, which has been adopted in accordance with the Tennessee Municipal Budget Law of 1982, found starting with T.C.A. 6-56-201. This budget shall contain:
  - i. Proposed expenditures for the upcoming year for each Department or fund; the expenditures of the previous year; the estimated expenditures from the current year
  - ii. The current indebtedness, redemption and interest requirements and any debt authorized but not issued.
  - iii. Estimates of all anticipated revenues.
  - iv. Estimates of all fund balances
  - v. Proposed capital projects and spending related to those projects
  - vi. A schedule of authorized positions by department and/or division
- c. Department heads are defined as those individuals identified as members of the Leadership Team as determined by the City Administrator. In the event of the absence or vacancy of a department head, the City Administrator may assign the budget level authority.

II. Revenues

- a. All revenues shall be budgeted conservatively.
- b. If there are specific revenues for dedicated for a specific purpose, those revenues shall be transferred to the appropriate fund or account, such as the existing 37% dedication of property tax to fund projects in the 18-75 Capital Fund.
- c. Revenues earned by or assigned to a given division should carry the division code of the receiving division.
- d. Non-reoccurring revenue shall not be used for operating expenses, unless it is a grant which has a specific time frame and maintenance provision that permits the city to find funding to maintain the program.

### III. Operating Budget

- a. The Operating Budget shall be adopted at the Department level.
- b. Budget will be control at the Classification Level: Personal Services (51), Contracts (52), Supplies (53-54), Fixed Expenses (55), Debt (56), Transfers (57), and Capital (59).
- ~~c. Department Heads may spend money within the above groupings, including transferring similar expenditures between divisions, where appropriate, without actually transferring the budget.~~
- ~~d. Budget transfers between Classifications must be approved by the City Administrator.~~
- e. Budget transfers between Departments must be considered a Budget Amendment and must go through the amendment process through the Board of Mayor and Aldermen.
- f. Budget amendments shall be done periodically throughout the year as necessary.
- g. All expenditures should be accurately accounted for based on its use and type. No expenditures should be coded to a line item to avoid a budget transfer or amendment.
- h. Debt financing is deemed inappropriate for recurring expenses, including current operating costs and routine maintenance expenditures in all funds.

### IV. Capital Improvements Budget

- a. The Capital Improvement Budget shall be adopted at the Project Level, which approximates the Division Level in the Operating Funds.
- b. Any money not spent on a Project shall be uncommitted upon the completion of the project and available for redistribution to other Projects for which the revenue committed is eligible.
- c. The Budget approved for the Project shall be the entirety of the known expenditure.
- d. Purchase orders for expended funds at the end of the fiscal year shall roll over to the future budget years so an accurate cost of the total project may be assessed.
- e. All costs, other than initial investigation of a project, shall be accounted for under the same project code.
- f. Initial Investigation – Feasibility studies, preliminary design or other investigative evaluations may be completed as an expense in the home fund of the project. This is not a requirement and when there is a high likelihood of the project being funded, a project code should be assigned, and these costs should be placed in with the project.

### ~~V. Capital Equipment Budget~~

- ~~a. Any replaceable asset which is depreciated for non-enterprise funds (NEF) shall be funded in the owner's division at the same straight line depreciation used for the audit.~~
- ~~b. The funds shall be placed into a fund, entitled Capital Equipment Fund.~~
- ~~c. These funds shall be accounted for based on the division and type of expense: vehicles, equipment, Furniture and Fixtures, etc.~~
- ~~d. All replacement assets shall be purchased from the Capital Equipment Fund.~~
- ~~e. All new assets shall be funded from the appropriate operating budget.~~
- ~~f. When the asset is purchased, it shall be recorded in the Capital Equipment Fund and depreciated in the year following the purchase.~~

**RESOLUTION 25-14 A**

**A RESOLUTION AUTHORIZING A REIMBURSEMENT AGREEMENT WITH THE CITY OF COLUMBIA FOR ENGINEERING SERVICES TO EVALUATE THE FEASIBILITY OF CONVEYING WASTEWATER FROM THE CITY OF SPRING HILL TO THE CITY OF COLUMBIA'S TREATMENT FACILITIES**

**WHEREAS**, the City of Spring Hill is continually evaluating options to ensure the long-term sustainability, capacity, and reliability of its wastewater treatment and conveyance systems; and

**WHEREAS**, Mayor Matt Fitterer and City staff recently met with the Mayor of the City of Columbia and Columbia staff to discuss the potential feasibility of conveying wastewater generated in Spring Hill to the City of Columbia for treatment services, at the expense of the City of Spring Hill; and

**WHEREAS**, following those discussions, the parties reached general agreement that additional technical and engineering analysis is necessary to determine the feasibility, timing, and scope of such a concept; and

**WHEREAS**, the scope of the proposed analysis includes, but is not limited to, capital improvement recommendations to convey up to 1.5 million gallons per day (MGD) to Columbia; and

**WHEREAS**, the City of Columbia has indicated its willingness to engage J.R. Wauford & Company to perform the necessary engineering and technical evaluation, with the understanding that the City of Spring Hill Utilities Department would reimburse the City of Columbia for the costs associated with these services; and

**WHEREAS**, the proposed engineering fee is \$96,000, with an additional 25 percent contingency (\$24,000) recommended should additional engineering services be required, for a total potential cost of \$120,000; and

**WHEREAS**, should the results of the engineering analysis demonstrate strong feasibility and a reasonable cost and implementation timeline, it is anticipated that the governing bodies of the City of Spring Hill and the City of Columbia, would complete and sign an interlocal agreement addressing construction and ongoing service provision; and

**WHEREAS**, utility funds are available to cover the proposed costs if approved.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE, THAT:**

**Section 1.** The Board of Mayor and Aldermen hereby approve entering into a Reimbursement Agreement with the City of Columbia, in substantial conformity with the draft attached hereto,

for engineering services necessary to evaluate the feasibility and costs of conveying wastewater from the City of Spring Hill to the City of Columbia's treatment facilities.

**Section 2.** The Mayor is hereby authorized to execute the Reimbursement Agreement necessary to effectuate the intent of this Resolution.

**Section 3.** The Finance Director is authorized to process reimbursement payments in accordance with the terms of the Reimbursement Agreement, with total expenditures not to exceed \$120,000, subject to the approval conditions set forth herein.

**Section 4.** This Resolution shall take effect upon its passage, the public welfare requiring it.

**PASSED AND ADOPTED** by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 5<sup>th</sup> day of January 2026.

\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney



## STAFF MEMORANDUM

**TO:** Board of Mayor and Aldermen  
**FROM:** Carter Napier, City Administrator  
**DATE:** December 31, 2025  
**SUBJECT:** Resolution 25-14-A, Reimbursement Agreement with the City of Columbia

---

**RECOMMENDATION:**

That the board authorize the Mayor to sign the Reimbursement Agreement with the City of Columbia, in substantial conformity with the attached, for engineering services needed to evaluate the possibility of conveying sewage from Spring Hill to the City of Columbia's treatment plant.

**BACKGROUND & INFORMATION:**

Just a few weeks ago, Mayor Fitterer and a team of staff engaged the Mayor of Columbia and his staff to discuss the possibilities of conveying sewage from Spring Hill to Columbia for treatment services at the sole cost of the City of Spring Hill. Upon reaching broad accord with the concept, it was determined that a series of data would be needed to understand the feasibility and implementation of such an idea. Items of analysis that are needed include, capital improvement recommendations to convey up to 1.5 MGD to Columbia, analysis of collection points and connection locations, review of potential plant improvements, and an analysis of flow data, among a number of other analyses including hydraulic studies potentially.

The City of Columbia is prepared to engage the services of J.R. Wauford & Company with the understanding that the City of Spring Hill, Utilities would reimburse the City of Columbia for costs associated with this service. It is further understood that if the results suggest strong feasibility for conveying sewage from Spring Hill to Columbia for treatment services, including a reasonable cost and timeline by which this might occur, that the respective governing bodies, will complete and sign an interlocal agreement to further engage this relationship for both construction and service provision. The subsequent interlocal agreement would come forward at a future Board meeting for formal adoption.

**FINANCIAL IMPACT:**

The engineering team has proposed a fee for service of \$96K. It is also proposed that an additional 25% (\$24K) be set aside in the event additional engineering services might be needed. Said services would need to be approved by both cities should those services exceed 10% of the original cost. The total recommended budgetary impact would be \$120K which would come from utility funds, if approved.

**SUPPORTING DOCUMENTS:**

Resolution, Memo, and Draft of Reimbursement Agreement



**City of Spring Hill, Carter Napier, City Administrator**  
199 Town Center Parkway  
Spring Hill, Tennessee 37174  
[cnapier@springhilltn.org](mailto:cnapier@springhilltn.org)  
(615)719-7308

**REIMBURSEMENT AGREEMENT**  
**BETWEEN THE CITY OF COLUMBIA, TENNESSEE**  
**AND THE CITY OF SPRING HILL, TENNESSEE**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made by and between the City of Spring Hill, Tennessee (“Spring Hill”) and the City of Columbia, Tennessee (“Columbia”) as of the last date of execution recited below.

WHEREAS, Spring Hill has expressed interest to Columbia in potentially pumping wastewater from Spring Hill’s wastewater system to Columbia’s wastewater system; and

WHEREAS, Columbia desires to understand the potential impact of accepting wastewater from Spring Hill, including necessary improvements for the conveyance of wastewater to Columbia’s wastewater system from Spring Hill’s wastewater system; and

WHEREAS, Columbia is considering entering into an Agreement for Engineering Services (attached as Exhibit A hereto) to evaluate said opportunity with the total cost of same being \$96,000.00; and

WHEREAS, Spring Hill clearly stands to benefit from this Agreement as it continues to navigate issues related to its ongoing sewer connection moratorium;

WHEREAS, it is contemplated that Spring Hill will reimburse Columbia said cost if and as said cost is incurred by Columbia.

NOW, THEREFORE, it is hereby agreed by Spring Hill and Columbia as follows:

1. Spring Hill’s reimbursement obligation pursuant to this Agreement is conditioned upon Columbia promptly approving the Agreement attached as Exhibit A hereto.
2. Spring Hill will reimburse Columbia for the engineering services plus up to a 10% contingency, if needed, for unexpected costs or minor modifications in the scope of the engineering services pursuant to the Agreement attached as Exhibit A hereto as said costs are incurred by

Columbia no later than five (5) business days after being presented an invoice by Columbia up to the total Exhibit A Agreement amount of \$96,000.00 (plus the 10% contingency, if needed).

3. Any change in the scope or cost in excess of the 10% contingency provided above associated with the Exhibit A contract shall be subject to further approval and agreement by and between Spring Hill and Columbia.

IN WITNESS WHEREOF, the Parties have executed this Reimbursement Agreement as of the last date recorded below.

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

CITY OF SPRING HILL, TENNESSEE

By: \_\_\_\_\_  
MATT FITTERER, Mayor

CITY OF COLUMBIA, TENNESSEE

By: \_\_\_\_\_  
CHAZ MOLDER, Mayor

DRAFT

**RESOLUTION 26-14 B**

**A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE, DIRECTING STAFF TO COORDINATE WITH THE CITY OF COLUMBIA TO PURSUE AN INTERLOCAL WASTEWATER AGREEMENT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR RELATED PLANNING, ENGINEERING, AND DUE DILIGENCE COSTS**

**WHEREAS**, the City of Spring Hill operates a municipal wastewater system subject to regulatory capacity constraints, including a Consent Order issued by the Tennessee Department of Environment and Conservation (TDEC); and

**WHEREAS**, current wastewater flows, committed allocations, and vested development projects substantially consume the City's available central wastewater treatment capacity, and the City does not anticipate the availability of additional central treatment capacity prior to approximately 2030; and

**WHEREAS**, the City of Columbia is currently constructing a new wastewater treatment facility with substantial treatment capacity anticipated to be available upon completion; and

**WHEREAS**, the City of Spring Hill has identified a potential opportunity to pursue an interlocal wastewater agreement with the City of Columbia that could provide interim regional treatment capacity through a metered connection to Columbia's system, subject to final terms, regulatory approvals, and cost feasibility; and

**WHEREAS**, the Board desires to authorize City staff to continue coordination with the City of Columbia to evaluate the feasibility of an interlocal wastewater agreement, without committing the City to final execution of any agreement absent future Board approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE, THAT:**

**Section 1. Authorization to Pursue Interlocal Agreement**

City staff is hereby directed and authorized to coordinate with the City of Columbia to pursue, evaluate, and negotiate the potential framework of an interlocal wastewater agreement, including technical, operational, financial, and regulatory considerations.

**Section 2. Authorization of Related Expenditures**

The City Administrator and/or their designees are authorized to expend funds to cover all costs for planning, engineering, legal review, and other professional services reasonably necessary to evaluate and pursue the proposed interlocal wastewater agreement, subject to available appropriations and applicable purchasing requirements.

**Section 3. No Approval of Final Agreement**

Nothing in this Resolution shall be construed as approval of a final interlocal agreement, rate structure, capital commitment, or long-term operational obligation. Any final interlocal wastewater agreement shall be subject to separate review and approval by the Board of Mayor and Aldermen.

**Section 4. Effective Date**

This Resolution shall take effect from and after its adoption, the public welfare requiring it.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of January, 2026.**

\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney



## STAFF MEMORANDUM

**TO:** Board of Mayor and Aldermen  
**FROM:** Carter Napier, City Administrator  
**DATE:** December 31, 2025  
**SUBJECT:** Resolution 25-14-B, Interlocal Agreement with the City of Columbia

---

**RECOMMENDATION:**

Staff recommends approval of the resolution directing staff to begin work with the City of Columbia to for a potential interlocal wastewater agreement and authorizing the expenditure of funds for related planning, engineering, legal, and due diligence costs. Approval of this resolution allows staff to continue necessary evaluation efforts without committing the City to a final agreement absent future Board approval.

**BACKGROUND & INFORMATION:**

The City of Spring Hill operates a municipal wastewater system that is currently subject to regulatory capacity constraints, including a Consent Order issued by the Tennessee Department of Environment and Conservation (TDEC). Existing wastewater flows, committed capacity allocations, and vested development projects substantially utilize the City's available central treatment capacity. As a result, the City does not anticipate additional central wastewater treatment capacity becoming available until approximately 2030.

The City of Columbia is presently constructing a new wastewater treatment facility that is expected to have significant excess treatment capacity upon completion. In light of Spring Hill's current capacity limitations, Staff has identified a potential opportunity to develop an interlocal wastewater agreement with the City of Columbia that could provide Spring Hill interim regional treatment capacity through a metered sewer connection to Columbia's system.

The proposed resolution authorizes staff to continue coordination with the City of Columbia to evaluate the technical, operational, financial, and regulatory feasibility of such an agreement. Most importantly however, the resolution does not approve or obligate the City to enter into a final interlocal agreement; any such agreement would require separate review and approval by the Board of Mayor and Aldermen in a future business meeting.



**City of Spring Hill, Carter Napier, City Administrator**

199 Town Center Parkway  
Spring Hill, Tennessee 37174  
[cnapier@springhilltn.org](mailto:cnapier@springhilltn.org)  
(615)719-7308

**FINANCIAL IMPACT:**

Approval of this resolution authorizes the expenditure of funds for planning, engineering, legal review, and other due diligence necessary to evaluate the feasibility of a interlocal wastewater agreement with the City of Columbia. While these costs are not quantifiable at this time (over and above the costs identified in the associated Reimbursement Agreement), any expenditures will be subject to available appropriations, budget amendment procedures and applicable purchasing requirements. Approval of this resolution does not authorize final capital or long-term operational costs commitments, which would be addressed in future Board meetings should the project advance.

**SUPPORTING DOCUMENTS:**

Resolution, Memo, (Interlocal Agreement to come)



City of Spring Hill | Communications  
199 Town Center Parkway  
Spring Hill, Tennessee 37174

**RESOLUTION 26-15**

**A RESOLUTION TO APPROVE A LICENSE AGREEMENT FOR THE ATHLETIC FIELDS AT FISCHER PARK TO BENEFIT THE SPRING HILL SPORTS ASSOCIATION**

**WHEREAS**, the City of Spring Hill owns and maintains the property known as Fischer Park located at 4285 Port Royal Road; and

**WHEREAS**, the City of Spring Hill desires to set forth certain provisions for the use of the athletic fields at Fischer Park; and

**WHEREAS**, the Spring Hill Sports Association provides organized recreational youth sports within the City of Spring Hill; and

**WHEREAS**, the Spring Hill Sports Association wishes to use the fields at Fischer Park for their league practices and games; and

**WHEREAS**, the City will grant permission of the use of the subject property by the Spring Hill Sports Association upon the terms set forth in the License Agreement attached hereto, which will replace any prior Use Agreement by and between the City of Spring Hill and the Spring Hill Sports Association; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the attached License Agreement for the Spring Hill Sports Association to use the athletic fields at Fischer Park is hereby approved and replaces the prior Use Agreement by and between the City of Spring Hill and the Spring Hill Sports Association.

**BE IT FURTHER RESOLVED**, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the Mayor is authorized to execute said License Agreement.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 5th day of January, 2026.

\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney



## STAFF MEMORANDUM

**TO:** Board of Mayor and Aldermen  
**FROM:** Kayce Williams | Parks and Recreation Director  
**DATE:** 01/05/2026  
**SUBJECT:** Resolution | Resolution 26-15: A RESOLUTION TO APPROVE A LICENSE AGREEMENT FOR THE ATHLETIC FIELDS AT FISCHER PARK TO BENEFIT THE SPRING HILL SPORTS ASSOCIATION

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**STAFF RECOMMENDATION:**

Staff recommends approval of this item.

**BACKGROUND:**

The Spring Hill Sports Association has been operating a community league on the fields at Fischer Park since the park opened and serves hundreds of children in our community through multiple athletic programs. The current use agreement is set to expire in April so a new agreement has been prepared. There are two changes to the agreement from the previous agreement, which are highlighted in the document:

1. Increasing the term to 5 years (formerly 2 years expiring April 1, 2026)
2. Starting their season on February 16<sup>th</sup> (formerly March 1<sup>st</sup>)

The language in the agreement is identical as written by the City Attorney two years ago, with the two changes mentioned above. Staff met with the Spring Hill Sports Association to discuss the terms and all are in agreement.

**FINANCIAL IMPACT:**

None

**SUPPORTING DOCUMENTS:**

Hawks License Agmt.2026 v1.docx



City of Spring Hill | Parks and Recreation Department  
4237 Port Royal Road  
Spring Hill, Tennessee 37174  
kwilliams@springhilltn.org  
931.487.0027

**LICENSE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

This License, Hold Harmless and Indemnification Agreement ("Agreement") is entered into on this 5<sup>th</sup> day of January, 2026 by and between the City of Spring Hill, Tennessee, ("City") and Spring Hill Sports Association ("Licensee").

**WHEREAS**, the City owns, operates, and maintains certain facilities for athletic use and other public uses, which facilities are generally known as the fields at Fischer Park, within the City's corporate limits and;

**WHEREAS**, the City desires to make available to Licensee, and Licensee desires to use the athletic fields and concession area at Fischer Park for athletic programs under the direction of the Licensee.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Premises.** The City hereby licenses the Licensee to use the athletic fields and concession area (hereinafter "Premises"), located in Fischer Park. This license is non-exclusive, non-transferable and may be terminated by either party in writing without prior notice.
2. **Term.** The term of this Agreement shall be for **five (5) years** from the date indicated above. The Parties may extend this Agreement by mutual agreement in writing for additional one (1) year periods.
3. **Use of Premises.** Licensee shall have the right to use the Premises for the purposes of conducting community youth athletic league programs.
  - a. Licensee shall conduct community youth athletic league programs as follows:
    1. **League Practices and Games:** Licensee may occupy the Premises Monday, Tuesday, Thursday, Friday, Saturday and Sunday from **February 16<sup>th</sup>** through May 31<sup>st</sup> ("the Spring Season") and August 1st through November 30th ("the Fall Season").
    11. **Additional League Activities:** Licensee may use the Premises for additional events, games, or practices as agreed to by the City.
    111. **City Use.** Notwithstanding the foregoing, the City shall always have the right to schedule and use any part of the Premises for private or City-sponsored events by providing Licensee thirty (30) days written notice of same.
  - b. Licensee shall use the Premises in a safe and careful manner and in compliance with all applicable municipal, state, and federal laws, rules, and

regulations prescribed by the City Fire and Police Departments and other Governmental authorities as may be in force and effect during the Term of this Agreement.

- c. Licensee shall not in any way deface, alter, injure, or abuse any part of the Premises. The Licensee shall rotate field usage areas on a regular basis to minimize concentrated overuse and wear. The Licensee agrees to notify the City immediately of any damages to the Premises which occur during the Term of this Agreement of which the Licensee is aware.
  - d. Licensee shall use the Premises to conduct community youth athletic league practices, games, season-ending tournaments, camps and additional league activities as agreed to by the City. Licensee shall not conduct additional tournaments or conduct outside special events on the Premises without permission from the City. The Licensee shall notify the City in writing for requests other than normal league play under the direction of the Licensee.
  - e. Licensee shall maintain the parking lot, playing fields, common areas, and restroom facilities in a trash-free and sanitary condition during scheduled times.
  - f. Licensee shall dispose of all trash from fields into proper disposal containers prior to leaving the Premises after every field occupation. The Licensee shall empty the trash receptacles directly related to the fields and concessions prior to leaving the Premises. The City shall dispose of all waste materials from surrounding park areas.
  - g. The Licensee shall post no permanent signage on the Premises without prior written approval from the City.
  - h. The Licensee shall not alter or modify any existing buildings or structures nor build any new buildings or structures on the Premises without prior written approval from the City.
  - i. The Licensee shall permit parking only in legitimate parking spaces.
4. **Schedules.** The Licensee shall submit to the City a copy of each program's play schedule with a proposed light schedule no later than February 1 of each calendar year of this Agreement. The Licensee shall submit changes to schedules for rainouts/make-ups by email to [kwilliams@springhilltn.org](mailto:kwilliams@springhilltn.org) at the Spring Hill Parks and Recreation Department within 24 hours or as soon as Licensee decides upon schedules. The City will determine on a daily basis if the fields are suitable for league. In the event that the City wishes to close the fields and prevent Licensee's usage on a game day then such decision must be made before 7:30 a.m. on the game day unless mutually agreed otherwise. In the event the City seeks to close the fields and prevent the Licensee's usage on a weekday for practices, then such decision must be made prior to 4:00 p.m. on the day to be closed. The City, at any time, reserves the right to cancel any

scheduled league activity due to unsafe field conditions, inclement weather, necessary repairs and maintenance, or other unforeseen circumstances.

5. **Equipment.** Licensee shall supply all of its own equipment. The City is not responsible for supplying any equipment, nor for taking any other action, with respect to the construction or repair of the Premises other than as provided herein. The City shall not use any of the Licensee's equipment under any circumstances without the prior written approval of the Licensee. The City may move the Licensee's equipment as necessary for maintenance.
  
6. **License Fee.** Licensee will pay the City of Spring Hill Parks Department a total sum of One Hundred Dollars (\$100.00) as a License Fee for a season of use, and such amount shall include all utilities. The Licensee shall pay the License Fee shall in full on December 1, 2024.
  - a. The Licensee shall pay the License Fee for subsequent seasons in the same manner. The License Fee shall increase by three percent (3%), compounded annually.
  - b. The Licensee shall submit a statistical report pertaining to the programs held at Fischer Park no later than December 31<sup>st</sup> each year, to the City of Spring Hill, in order to provide participant numbers for benchmarking purposes.
  - c. The City reserves the right to directly bill the Licensee for any damage, abuse or overuse of the utilities, facilities, or consumable goods that are in excess of normal monthly costs, caused by or resulting from the Licensee's use of the Premises. The City shall use good faith in determining if there has been excessive use of the aforementioned items. The City hereby agrees to provide the Licensee with a copy of the previous 36 months' worth of utility bills within three (3) days if required.
  
7. **Concessions.** The Licensee has permission to use the concession facility located at Fischer Park as follows:
  - a. The equipment which the Licensee owns is the responsibility of Licensee to repair and maintain. For the further avoidance of doubt, the City does not have permission to use any property or equipment belonging to the Licensee without prior written permission. The City may move the Licensee's equipment as necessary for maintenance.
  - b. Any installation of equipment requires written consent by City of Spring Hill Parks and Recreation Department in conjunction with City of Spring Hill Public Works Department.

- c. The Licensee shall maintain sufficient insurance coverage on any and all equipment located/stored in concession facilities. The Licensee shall submit proof of insurance to the City with schedule.
  - d. The Licensee shall maintain the concession stand in a clean, safe, and healthy condition.
  - e. The Licensee must do any grilling outside of the concession facility and on a fireproof grilling mat to prevent grease from contacting the ground. The Licensee must clean the grilling area after every use. The Licensee must dispose of grease properly and not down the drain.
  - f. Licensee shall not sell or promote the sale of any alcohol or tobacco products.
  - g. The Licensee is responsible for all supplies needed. It is understood that if the City of Spring Hill Parks and Recreation Department sponsors a tournament, the Licensee reserves the first right of refusal to sell concessions for that tournament, with the rights of those concessions awarded to Licensee; however, should Licensee decline to sell concessions the City reserves the right to sell concessions. In the event the City sells concessions, the City shall use its own equipment and shall receive any proceeds from concession sales.
  - h. At the end of the season, the Licensee shall leave the concession stand clean and orderly and agrees to remove any and all equipment or property belonging to the Licensee from the concessions stand.
8. **Vendors.** The Licensee shall prohibit vendors from providing any goods during the Licensee's use of the football fields, unless Licensee obtains prior written permission from the City.
9. **Maintenance.** The City is responsible for general facility maintenance, which shall include, but not be limited to:
- a. Mowing of playing surfaces;
  - b. Fertilizing, spraying, and weed control;
  - c. Repairs and maintenance to City-owned facilities, equipment, and fixtures;
  - d. Maintenance of irrigation system; and
  - e. Daily cleaning of restrooms and consumable products for restrooms.
10. **Insurance.** Licensee shall procure and maintain, throughout the term of this Agreement, a policy or policies of insurance, at its sole cost and expense, insuring

Licensee and listing the City as an additional insured against any and all liability from injury or death to a person or persons, and for damage or destruction of property occasioned by or arising out of or in connection with the use of the facility by Licensee. The limits of such liability policy or policies must be in an amount not less than One Million Dollars (\$1,000,000.00) property damage coverage which shall cover the building against vandalism occurring during use by the Licensee and all equipment and contents. A certificate of insurance must be submitted and must show the City of Spring Hill as the certificate holder and additional insured for the duration of the License. The License must submit all insurance policies to the City of Spring Hill Parks and Recreation Department prior to the beginning of each season.

11. **Hold Harmless, Defend and Indemnify.** Licensee hereby agrees to hold harmless, defend, and indemnify the City from any and all claims resulting from the Licensee's use of the Premises.
12. **Licensee Representations.** Licensee covenants that it shall not discriminate against any person on any basis whatsoever, including, but not limited to, sex, race, religion, national origin or disability and that its programs and services will comply with the American Disabilities Act. The Licensee shall also give priority to Spring Hill Citizens.
13. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
14. **Background Checks.** Licensee is responsible for conducting all background checks for any personnel, umpires, or coaches they deem necessary for league programming.
15. **Notices.** The Parties shall direct any communication between the parties to the addresses listed below:

**CITY ADDRESS:**                      **City of Spring Hill**  
**P.O. Box 789**  
**199 Town Center Parkway**  
**Spring Hill, TN 37174**  
**Attn: Kayce Williams, Parks and Recreation**  
**Director**

**LICENSEE ADDRESS:**                **Spring Hill Sports Association**  
**P.O. Box279**  
**Spring Hill, TN 37174**  
**Attn: T. C. Olsen, League President**

Either party may, by written notice to the other, change the address to which subsequent notice shall be directed.

16. **Assumption of Liability.** The City must not be liable to Licensee or Licensee's employees, agents, guests or invitees or to any other person whomsoever, for injury to persons or damage to property on or about Fischer Park caused by the negligence or misconduct of Licensee, its employee, subtenants, licensees and concessionaires or of any other person entering Fischer Park under expressed or implied invitation of Licensee arising out of the use of the Premises by Licensee in the conduct of its business herein or arising out of any breach or default by Licensee in the performance of its obligations hereunder and Licensee hereby agrees to indemnify and hold the City harmless from any loss, expense or claims arising out of or caused by burglary, theft, or other illegal acts performed on the Premises. Licensee shall submit within a 24-hour period all accident reports to the City of Spring Hill Parks and Recreation Department.
17. **Governing Law.** The validity, construction, and effect of this Lease and any and all extensions and/or modifications thereof is exclusively governed by the laws of the State of Tennessee.
18. **Venue.** Venue for any dispute by and between the Parties arising from this Agreement is in the Circuit Court of Maury County, Tennessee.
19. **Waiver.** No waiver of any provision of this License shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
20. **Severability.** Should any provision of this License be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this License.
21. **Accident Report Form.** Licensee agrees it shall submit an Accident Report Form as part of this Lease Agreement. Accident Report Form is to be made available to all affiliated with the Licensee's use of the football fields with instructions on its use and purpose, specifically, that any and all accidents are to be reported on this form and submitted to the City of Spring Hill Parks and Recreation Department no later than 24 hours of accident.
22. **Entire Agreement:** This Agreement constitutes the entire agreement with respect to any matter referenced herein and supersedes any and all writings and oral negotiations, including, but not limited to, a prior Use Agreement by and between the City of Spring Hill and Spring Hill Sports Association. This Agreement shall be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto.

IN WITNESS WHEREOF, the parties hereto have set their respective hands or caused this instrument to be duly executed on or as of the day and date first above written.

CITY OF SPRING HILL

SPRING HILL SPORTS ASSOCIATION

By: \_\_\_\_\_  
Matt Fitterer, Mayor

By: \_\_\_\_\_  
T. C. Olsen, League President

**RESOLUTION 25-XX**

**A RESOLUTION TO AFFIRM STATUS OF CAPITAL PROJECTS  
APPROVED BY RESOLUTION 18-75**

**WHEREAS**, the City of Spring Hill Board of Mayor and Aldermen adopted a Capital Improvement Plan (“CIP”) August 2018 by Resolution 18-75 and identified a funding source by Resolution 19-40 to commit proceeds from a property tax increase to this CIP; and

**WHEREAS**, the CIP resolution approved a list of twenty-two capital projects, including general projects and water/sewer projects; and

**WHEREAS**, staff recommends affirmation of approved projects to declare general fund projects that have been completed and/or constructed, as shown on Exhibit A attached hereto; and

**WHEREAS**, additionally staff recommends identification of water/sewer projects as enterprise fund projects as these projects cannot be funded with property tax revenues from the General Fund, as shown on Exhibit A attached hereto, and to establishment a separate CIP for all water/sewer projects; and

**WHEREAS**, no new projects are to be added to Resolution 18-75 in lieu of completed and/constructed projects.

**NOW, THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen approved to affirm the status of general fund projects approved by Resolution 18-75 as completed and/or constructed and to identify all water/sewer projects as enterprise fund projects for which a separate CIP would be established, as shown in Exhibit A attached hereto.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of January, 2026.**

\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney

## Exhibit A – Resolution 26-XX

### **Resolution 18-75 – Capital Improvement Priority Projects FY 2017-2018 to FY 2027-2028**

(Approved August 2018)

Police Headquarters  
Library Expansion/Addition  
Crossings Circle North  
US 31 Widening  
I-65 Interchange at Buckner Road  
Buckner Road Widening (Buckner Lane to US 31)  
Buckner Road Extension (Interchange to Buckner Lane)  
Buckner Road Extension (Interchange to Lewisburg Pike)  
Buckner Lane Widening (Duplex Road to Buckner Road)  
Water Plant Expansion (4.5MGD to 6.0MGD)  
Water Distribution System  
Sewer System I & I Repairs  
Sewer Plant Expansion  
Spring Hill Sports Complex  
Tom Lunn Road  
Port Royal Road/Commonwealth/Countess Roundabout  
Fire Dept Aerial Ladder Truck  
Fire Hall #1 Renovation  
Harvey Park Grenway Ph 1  
Police Training Facility  
Shannon Glen Sewer Project  
Recreation Facilities

## Exhibit A – Resolution 26-XX

### **Resolution 18-75 – Capital Improvement Priority Projects FY 2017-2018 to FY 2027-2028**

(Approved August 2018)

**REDLINED TO REVISE**

**Status as of January 2026**

Police Headquarters – **CONSTRUCTED/COMPLETED with bond issuance (2022 GO Bond)**  
Library Expansion/Addition  
Crossings Circle North – **CONSTRUCTED/COMPLETED with bond issuance (2020 GO Bond)**  
US 31 Widening  
I-65 Interchange at Buckner Road  
Buckner Road Widening (Buckner Lane to US 31)  
Buckner Road Extension (Interchange to Buckner Lane) – **CONSTRUCTED/COMPLETED with  
bond issuance (2022 GO Bond)**  
Buckner Road Extension (Interchange to Lewisburg Pike) – **CONSTRUCTED/COMPLETED  
with bond issuance (2022 GO Bond)**  
Buckner Lane Widening (Duplex Road to Buckner Road)  
Water Plant Expansion (4.5MGD to 6.0MGD) – **ENTERPRISE FUND PROJECT**  
Water Distribution System – **ENTERPRISE FUND PROJECT**  
Sewer System I & I Repairs – **ENTERPRISE FUND PROJECT**  
Sewer Plant Expansion – **ENTERPRISE FUND PROJECT**  
Spring Hill Sports Complex  
Tom Lunn Road – **CONSTRUCTED/COMPLETED**  
Port Royal Road/Commonwealth/Countess Roundabout  
Fire Dept Aerial Ladder Truck – **CONSTRUCTED/COMPLETED with bond issuance (2020 GO  
Bond)**  
Fire Hall #1 Renovation  
Harvey Park Grenway Ph 1  
Police Training Facility – **CONSTRUCTED/COMPLETED**  
Shannon Glen Sewer Project – **ENTERPRISE FUND PROJECT**  
Recreation Facilities – **CONSTRUCTED/COMPLETED**

## Exhibit A – Resolution 26-XX

### **Resolution 18-75 – Capital Improvement Priority Projects FY 2017-2018 to FY 2027-2028**

(Approved August 2018)

**Status as of January 2026**

#### NOT CONSTRUCTED/COMPLETED:

Library Expansion/Addition  
US 31 Widening  
I-65 Interchange at Buckner Road  
Buckner Road Widening (Buckner Lane to US 31)  
Buckner Lane Widening (Duplex Road to Buckner Road)  
Spring Hill Sports Complex  
Harvey Park Grenway Ph 1  
Fire Hall #1 Renovation  
Port Royal Road/Commonwealth/Countess Roundabout

#### CONSTRUCTED/COMPLETED:

Police Headquarters – bond issuance (2022 GO Bond)  
Crossings Circle North – bond issuance (2020 GO Bond)  
Buckner Road Extension (Interchange to Buckner Lane) – bond issuance (2022 GO Bond)  
Buckner Road Extension (Interchange to Lewisburg Pike) – bond issuance (2022 GO Bond)  
Tom Lunn Road  
Fire Dept Aerial Ladder Truck – bond issuance (2020 GO Bond)  
Police Training Facility  
Recreation Facilities

#### ENTERPRISE FUND PROJECTS:

Water Plant Expansion (4.5MGD to 6.0MGD)  
Water Distribution System  
Sewer System I & I Repairs  
Sewer Plant Expansion  
Shannon Glen Sewer Project



## STAFF MEMORANDUM

**TO:** Board of Mayor and Aldermen  
**FROM:** Missy Stahl, CIP Director  
**DATE:** 01/06/2026  
**SUBJECT:** Resolution 26-XX Discussion – To affirm the status of capital projects approved by Resolution 18-75

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**RECOMMENDATION:**

Discussion item only

**BACKGROUND:**

The City of Spring Hill Board of Mayor and Aldermen approved Resolution 18-75 which established a CIP Plan and identified twenty-two projects that were to be included in the CIP Plan. Subsequently, Resolution 19-40 was approved which identified the funding source for all projects under Res. 18-75. The funding is the percentage of the property tax increase (general fund revenue) was designated to fund these projects only.

In the past eight years, eight projects have been completed/constructed. Another five water/sewer projects were included in the master project list. By state law, these projects cannot be paid for using general fund revenues. Therefore, these projects will not be completed under Resolution 18-75 and will be included in a separate water/sewer CIP. Nine projects remain either started/not completed or not started.

Staff recommends to approve a new resolution to reflect the status of the approved projects under Resolution 18-75 to demonstrate the City and staff's commitment to completing the projects and improving the health, welfare and safety of the City and its citizens.

**FINANCIAL IMPACT:**

No change in financial impact.

**SUPPORTING DOCUMENTS:**

Resolution and Exhibit A revisions



City of Spring Hill | Department  
199 Town Center Parkway  
Spring Hill, Tennessee 37174  
email@springhilltn.org  
XXX.XXX.XXXX



## STAFF MEMORANDUM

**TO:** Board of Mayor and Aldermen  
**FROM:** Dan Allen | Assistant City Administrator  
Dara Sanders | Development Services Director  
**DATE:** 01/05/2026  
**SUBJECT:** Sewer Capacity Reserve Allocation Request - Vanderbilt

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**REQUEST:**

This is a request from Vanderbilt Ingram Cancer Center, located at 1003 Reserve Boulevard, to allocate 187 gallons per day (GPD) from the City's sewer capacity reserve.

**PROPOSAL:**

Vanderbilt Ingram Cancer Center has requested two building permits from Development Services to renovate (tenant improvements) two existing tenant spaces for new laboratory space. The estimated sewer flows from the new lab spaces are expected to exceed the previous tenants' sewer flows as a result of the proposed new use and additional plumbing fixtures proposed in the building permit application.

The second reading of Ordinance 25-29 establishing a sewer moratorium is scheduled to occur before the discussion of this request. Under the provisions of draft Ordinance 25-29, Development Services is authorized to approve building permits for tenant improvements that are equal to or less than the previous tenant's sewer demand. Additionally, Development Services can approve building permits for tenant improvements that exceed the previous tenant's sewer demand only if the Board of Mayor and Aldermen first approve an allocation from the City's sewer capacity reserve.

In anticipation of the passing of Ordinance 25-29 before this discussion item, staff is bringing the Vanderbilt Ingram Cancer Center request forward for discussion.

**SUPPORTING DOCUMENTS:**

none



City of Spring Hill | Department  
199 Town Center Parkway  
Spring Hill, Tennessee 37174  
email@springhilltn.org  
XXX.XXX.XXXX



## STAFF MEMORANDUM

**TO:** Board of Mayor and Aldermen  
**FROM:** Dan Allen | Assistant City Administrator  
Dara Sanders | Development Services Director  
**DATE:** 01/05/2026  
**SUBJECT:** Sewer Capacity Reserve Allocation Request – 5221 Port Royal Road

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**REQUEST:**

This is a request from Vanderbilt Ingram Cancer Center, located at 5221 Port Royal Road, to allocate 845 gallons per day (GPD) from the City's sewer capacity reserve.

**PROPOSAL:**

Two businesses have requested building permits from Development Services for the third floor of a 3-story medical and office building located near the intersection of Port Royal Road and Duplex Road. The tenant spaces on the first and second floors have been completed and occupied; however, the third floor has not been completed or improved for tenants. The property owner has entered into two lease agreements for the third floor – an endodontist practice (Southern Roots) and a chronic care medical office (TwelveStone). Southern Roots is expected to generate 522 GPD of new sewer flows from the site, and TwelveStone is expected to generate 323 GPD.

The second reading of Ordinance 25-29 establishing a sewer moratorium is scheduled to occur before the discussion of this request. Under the provisions of draft Ordinance 25-29, Development Services is authorized to approve building permits for tenant improvements that are equal to or less than the previous tenant's sewer demand. Additionally, Development Services can approve building permits for tenant improvements that exceed the previous tenant's sewer demand only if the Board of Mayor and Aldermen first approve an allocation from the City's sewer capacity reserve.

In anticipation of the passing of Ordinance 25-29 before this discussion item, staff is bringing the Vanderbilt Ingram Cancer Center request forward for discussion.

**SUPPORTING DOCUMENTS:**

none



**City of Spring Hill | Department**  
199 Town Center Parkway  
Spring Hill, Tennessee 37174  
email@springhilltn.org  
XXX.XXX.XXXX