



CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
BOMA MEETING PACKET

MAY 1, 2023
06:00 PM

Board of Mayor and Aldermen:

Jim Hagaman, Mayor

Kevin Gavigan, Vice Mayor

Matt Fitterer

Brent Murray

John Canepari

Hazel Nieves

Trent Linville

William Pomeroy

Jason Cox

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

Phone 931.486.2252
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**CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
BOMA MEETING AGENDA
MAY 1, 2023
06:00 PM**

Call Regular Meeting to order

- 1. Swearing in of Aldermen**
Presenter: Mayor Hagaman

New Aldermen - Vincent Fuqua

Re-Elect - John Canepari

Re-Elect - Matt Fitterer

Re-Elect - Brent Murray

Stipulation of members present

Pledge of Allegiance

Invocation, Scott Waycaster, Pastor, City Hope Church

Approval of the Agenda

- 1. Appointment of New Vice Mayor**
Presenter: Mayor Hagaman

Mayor's Comments

- 1. Proclamation Declaring May 2023 as Neurofibromatosis Awareness Month**
Presenter: Mayor Hagaman

City Administrator/Department Head Comments

PUBLIC HEARING ITEMS:

Public Comments on Public Hearing Agenda Item

- 1. Travel and Tourism Presentation**
Maureen Haley Thorton - Williamson County CVB

Concerned Citizens

VOTING AGENDA

CONSENT ITEMS

- 1. Consider Resolution 23-69, to approve contract between the City of Spring Hill and Regional Transportation Authority (RTA)**
Mayor Hagaman

Attachment: [Resolution 23-XX to approve RTA contact and authorize Mayor to sign.pdf](#)

Attachment: [FY24 95X SPRING HILL.pdf](#)

- 2. Consider Resolution 23-70, to approve emergency repairs for City Hall A/C**
Tyler Scroggins, Public Works Director

Attachment: [Resolution 23-70 to approve emergency expenditure to City Hall HVAC units.pdf](#)

Attachment: [HVAC Emergency repairs memo.pdf](#)

Attachment: [CITY OF SPRING HILL-199 TOWN CENTER PARKWAY 4-26-23.pdf](#)

PREVIOUS BUSINESS (None)

1. Consider Ordinance 23-04, to amend Ordinance No. 09-42, to establish Stormwater ERU Rates for Customers of the City of Spring Hill.

Tyler Scroggins, Public Works Director

Attachment: [Stormwater Ordinance 23-04.pdf](#)

Attachment: [Stormwater Memo 2023-04-12.pdf](#)

Attachment: [Stormwater Rate Study Presentation_002_.pptx](#)

Attachment: [Stormwater Ordinance_Original_23-xx_1_Red line version.pdf](#)

NEW BUSINESS

1. Consider Resolution 23-71, to authorize Mayor to sign amendment to PD Headquarters contract with Hensel Phelps Missy Stahl, CIP Manager

Attachment: [Resolution 23-71_to authorize Mayor to sign amended contract with Hensel Phelps for PD Headquarters construction.pdf](#)

Attachment: [PD Headquarters amendment memo.pdf](#)

Attachment: [A101-2017 - Standard Form of Agreement Between Owner and Contractor 4.5.23 amended.pdf](#)

2. Consider Resolution 23-72, to accept Evans Park Playground Award

Kayce Williams, Parks and Recreation Director

Attachment: [RESOLUTION 23-72 Evans Park Playground Award.pdf](#)

Attachment: [Memo for Resolution 23-72 Evans Park Playground Award Staff Report.pdf](#)

Attachment: [Evans Park Playground RFP v2.pdf](#)

Attachment: [Spring Hill_Evans Park.pdf](#)

3. Consider Resolution 23-73, to approve MOU between Columbia Southern University and Spring Hill Fire Department Graig Temple, Fire Chief

Attachment: [Resolution 23-73 MOU Columbia Southern.pdf](#)

Attachment: [Resolution Memo - MOU with CSU.pdf](#)

Attachment: [national_prodev_model.pdf](#)

Attachment: [CSU-PartnerMOU-2023-SHFD.pdf](#)

4. Consider Resolution 23-74, to authorize road closure and modified traffic pattern on Beechcroft Road for utility installation for JMB Town Homes

Peter Hughes, Development Director

Attachment: [Resolution 23-74 Road Closure request Beechcroft Road for JMB Town Homes.pdf](#)

Attachment: [2023-04-13_19024_JMB Beechcroft_Traffic Detour Plan.pdf](#)

Attachment: [2023-01-20_19024_JMB Beechcroft Townhomes_TDOT Utility Encroachment Permit_2007068894-2023.pdf](#)

5. Consider Resolution 23-75, to authorize Intra Fund and Inter Fund Fleet Transfer

Debra Dutcher, Finance Director

Attachment: [23-75 Resolution.pdf](#)

6. Consider Resolution, 23-76, to amend Resolution 22-238, to allow Wilkes Lane Road Closure and extend working hours so Elementary School can open on time

Dan Allen, Assistant City Administrator

Attachment: [Resolution 23-76_to amend Resolution 22-238 to authorize temporary rd closure an.pdf](#)

Attachment: [20230427085715600.pdf](#)

7. Consider Ordinance 23-05, to amend Ordinance 22-24, to revise conditions of approval

Peter Hughes, Development Director

Attachment: [ORD 23-05 PDM 1391-2023_Project Smash Text Amendment_.pdf](#)

Attachment: [BOMA Memo PDM 1381-2023.pdf](#)

Attachment: [Exhibits Ordinance 23-05 Modification to Ordinance 22-24.pdf](#)

WORK SESSION/DISCUSSION

1. Presentation - Excel Aquatics

Steven Murray

2. Discussion-Water and Wastewater Grant Program Update and Next Steps

Dan Allen, Assistant City Administrator

Attachment: [arp_competitive-grant-webinar-april-2023_1_.pdf](#)

Attachment: [arp_competitive-grant-manual_water-reuse.pdf](#)

Attachment: [arp_competitive-grant-manual_resource-protection.pdf](#)

3. Discussion- Budget

Pam Caskie, City Administrator

4. Discussion - HB 817/ SB 526

Matt Fitterer, Aldermen

5. Discussion - Kedron Road Access

Pete Hughes, Development Director

Attachment: [22552 - Kedron Corner - Traffic Impact Study_12.12.22_.pdf](#)

Attachment: [22552_Kedron Corner Proposed Intersection at Kedron Rd - 4-6-23.pdf](#)

Attachment: [MauryCounty_Major Road Plan.pdf](#)

Attachment: [MCRPC Minutes_January 23_2023_.pdf](#)

Attachment: [BOMA Memo Kedron Road Access.docx](#)

Attachment: [TCG_Kedron Corner Review 042323.pdf](#)

6. Discussion HT Development (Beechcroft Annexation) Sewer Capacity

Peter Hughes, Development Director

Jessica Weaver, Utility Director

Attachment: [2023-01-19 HT Development_Concept Plan.pdf](#)

Attachment: [2023-04-24 HT Development_Letter of Request.pdf](#)

Attachment: [BOMA Memo HT Development.docx](#)

Attachment: [SH Beechcroft and Cleburne Hydraulic Calcs.pdf](#)

7. Discussion - Purchase of new servers

Tony Tolstedt, Assistant City Administrator

Attachment: [Server Project Upgrade VC3 FLOW.pdf](#)

Attachment: [Server Quote.pdf](#)

Attachment: [Service Advantage-City of Spring Hill TN-362023 559 PM.pdf](#)

Attachment: [Spring Hill Budget Information April 2023.pdf](#)

Attachment: [Switch Quote.pdf](#)

Acknowledgements

1. Agenda Notes

Attachment: [BOMA AGENDA NOTES 05-01-2023.pdf](#)

Adjourn

RESOLUTION 23-69

**A RESOLUTION TO APPROVE CONTRACT BETWEEN THE CITY OF
SPRING HILL AND REGIONAL TRANSPORTATION AUTHORITY (RTA)**

WHEREAS, the Regional Transportation Authority provides transportation opportunities in order to improve air quality and promotes economic growth in member communities; and

WHEREAS, the City of Spring Hill is an active member in the Regional Transportation Authority and has participated in the Regional Bus Service between Nashville and Spring Hill; and

WHEREAS, the City of Spring Hill wishes to continue participation in the regional bus services provided by RTA.

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

1. Authorizes the payment of \$42,237.00 to RTA for services rendered for a contract term of July 1, 2023 through June 30, 2024
2. Authorizes the Mayor of Spring Hill, TN to sign contract with Regional Transportation Authority.

BE IT FURTHER RESOLVED THAT the contract is attached and a part of this resolution.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 1st day of May, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



March 15, 2023

A Service of RTA

430 Myatt Drive
Nashville, TN 37115
WeGoTransit.com
615-862-5969

Randall Hutto, Chair
Mayor Wilson County

Paige Brown, Vice Chair
Mayor City of Gallatin

Edward Cole, Secretary
Governor Appointee
Davidson County

Stephen G. Bland
Chief Executive Officer

Andy Burke
Chief Operating Officer

Renuka Christoph
Chief Communications Officer

Vince Malone
Chief of Staff & Administration

Nick Oldham
Chief Safety & Security Officer

Edward W. Oliphant
Chief Financial Officer

Trey Walker
Chief Development Officer

Mayor Hagaman —

RTA's primary goal is to reduce the amount of weekday traffic along heavily populated Middle TN corridors. In doing so, this can benefit the local population with improvements in the air quality. Because of your continuing support of the Regional Transportation Services (RTA) in Middle Tennessee, we can continue growing our transportation services that will help us make a difference long term.

That being said, the time has come to renew the R&R Regional Bus Service annual contract for the **95X Franklin-Spring Hill Express** service for FY24 (July 1, 2023 to June 30, 2024).

I have attached the following documents for your review:

- Cover letter
- The proposed FY24 service contract
- The proposed FY24 service budget
- The invoice for your FY24 subsidy support of \$42,237
- The route schedule with map

Once you have approved the service contract, please sign and return it to me by email. An electronic copy of the fully executed contract will be returned to you by email once our CEO signs it.

Feel free to contact me if you have any questions.

Regards,

Jeff Burysek | RTA Grants & Special Projects Administrator
WeGo Public Transit | RTA of Middle Tennessee
430 Myatt Drive | Nashville, TN | 37115
Tel: 615-862-8869 | Fax: 615-862-4127
jeffery.burysek@nashville.gov

**CONTRACT NO. 2011273-C
BETWEEN
REGIONAL TRANSPORTATION AUTHORITY
AND
CITY OF SPRING HILL**

This Contract, entered into on the 1st Day of July, 2023 by and between the Regional Transportation Authority, located at 430 Myatt Drive, Nashville TN 37115, (hereinafter "RTA"), and the City of Spring Hill, located at 199 Town Center Parkway, Spring Hill, TN 37174, (hereinafter "the City"). This contract is for the provision of Regional Bus Service (hereinafter "the Service") between Nashville/Davidson County and the City of Spring Hill.

The RTA was established pursuant to statutory law enacted by the Tennessee General Assembly, T.C.A. 64-8-101 et seq.

A. SCOPE OF SERVICES

The RTA shall provide regional bus service between Nashville/Davidson County, and City of Spring Hill, Tennessee. The City shall have no obligation for services rendered by the RTA which are not performed within the specified period or between the specified route terminus.

B. TERM

The Contract term start date shall be July 1, 2023; the Contract end date shall be June 30, 2024.

C. PAYMENT

In consideration for RTA's provision of regional bus services, the City shall provide RTA the amount of forty-two thousand two hundred thirty-seven dollars (\$42,237.00).

The RTA shall invoice the City for its route subsidy share as stated above and shown in Attachment 1 & 2. RTA will send the City a lump sum invoice in the amount of \$42,237.00 to be paid directly to RTA. The amount represents the full amount owed to RTA by the City.

The City shall send payment to RTA, 430 Myatt Drive, Nashville, TN 37115, ATTN: Accounting Department.

D. STANDARD TERMS AND CONDITIONS

1. Neither RTA nor the City are bound by this Contract until it is executed by the parties.
2. This Contract may be modified only by a written amendment executed by all parties hereto.
3. The RTA may terminate this Contract and the Service obligations if adequate Grant Funds are not available to continue the Service. In the event of termination, the City shall receive a share of any of their route subsidy that remains. The reimbursement will be determined by dividing the \$42,237.00 by 12 and multiplying that amount by the number of months the City did not receive Service.
4. The RTA warrants that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the RTA on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The RTA shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
5. The RTA warrants that no part of the Contract amount shall be paid directly or indirectly to an employee or official of City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, or consultant to the RTA in connection with any work contemplated or performed relative to this Contract.
6. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee.
7. As part of the RTA yearly audit, a full audit of this project will be conducted by an outside auditing firm and made available to the City. All financial records will be consistent with internal accounting procedures.

IN WITNESS WHEREOF, as of the date written above, the parties have caused this Contract to be signed by their duly authorized representatives.

Regional Transportation Authority

City of Spring Hill

Stephen G. Bland, CEO

Date

Date



Relax & Ride

FRANKLIN/SPRING HILL (95X) Relax & Ride Budget FY2022 Budget with Comparative FY2023 Forecast Budget

	FY2023	FY2024
Days of Service [365 days - 104 days in weekends - 7 weekday holidays]	254	253
Number of Daily Trips	8	8
Ridership (estimate)	9,844	10,828
Operating Hours per Day (including deadhead)	25.00	25.00
Cost per hour of Service	\$116.98	\$120.49
TOTAL Daily Cost of Service	\$2,925	\$3,012
Cost of Service		
Cost of Runs [hrs/day X Cost/hr X 254 days]	742,823	762,099
Board-Initiated R&R RESERVE	213,185	196,148
<i>Total Costs</i>	956,008	958,247
Estimated Revenues		
Estimated Cash Fares/Pass Sales	21,854	13,668
One Time Contribution from Other Op Revenues (or Reserves)		
CARES ACT Funding to "Keep Service Whole"	233,294	271,021
ADD: RTA \$5307 Operating Funding		
Federal (50%)		
Local Match (50%)		
ADD: CMAQ Funding		
Federal	316,989	310,317
TDOT Match on CMAQ	39,624	38,790
TDOT Operating Subsidy		
	89,745	69,949
<i>Total Estimated Revenues</i>	701,506	703,745
<i>Estimated Net Cost</i>	254,502	254,502
Regional Subsidies		
Spring Hill	42,237	42,237
Franklin	56,185	56,185
Williamson County	78,040	78,040
Davidson County	78,040	78,040
<i>Total Subsidy (100%)</i>	254,502	254,502
Balance	0	0

H:\Grants Activity\1-RTA\4-R&R Subsidy Partner Contracts\2023 - 2024 R&R Partner Contracts\2-FY24 Budgets\FY2024 Consol R&R Bdgts.xlsx- 95X

Weekdays to Nashville

Spring Hill Kroger on Port Royal	Williamson County Ag Expo Park	21st & Children's Way	20th & West End	Central Bay 11	7th & Harrison
6	5	4	3	2	1
5:45	6:05	6:40	6:48	7:08	7:13
5:51	6:11	-	-	6:55	7:00
6:21	6:41	-	-	7:25	7:30
6:37	6:57	7:32	7:40	8:00	8:05

Bold times denote p.m. hours.

Weekdays from Nashville

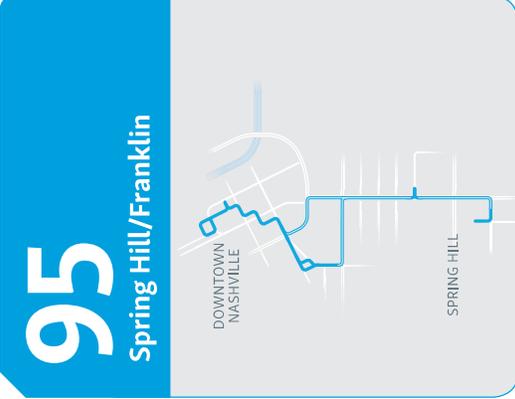
7th & Harrison	Central Bay 11	21st & West End	21st & Children's Way	Williamson County Ag Expo Park	Spring Hill Kroger on Port Royal
1	2	3	4	5	6
3:30	3:40	-	-	4:24	4:44
3:50	4:00	4:16	4:20	5:14	5:34
4:00	4:10	-	-	5:02	5:22
4:48	4:58	5:14	5:18	6:12	6:32

■ The bus may leave this stop early.

No service Saturdays, Sundays, or holidays.

Title VI
 Title VI of the Civil Rights Act of 1964 states that "No Person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." For more information on Title VI, visit WeGoTransit.com.

ADA
 WeGo Public Transit makes reasonable accommodations in order for individuals with disabilities to fully use transit services. All requests should be made in advance by filling out and submitting a Reasonable Accommodation Request form. For more information on Reasonable Accommodations, visit WeGoTransit.com.



October 2, 2022



For More Information

Customer Care
 615-862-5950
 6:30 a.m. to 8:00 p.m. – Monday-Friday
 8:00 a.m. to 5:00 p.m. – Saturday
 10:30 a.m. to 2:30 p.m. – Sunday

Central
 400 Dr. Martin L. King Jr. Blvd.
 4:45 a.m. to 12:15 a.m. – Monday-Saturday
 5:45 a.m. to 11:15 p.m. – Sundays and holidays

Administrative Offices
 615-862-5969
 430 Myatt Drive
 8:00 a.m. to 4:30 p.m. – Monday-Friday
 Closed weekends and holidays
 8:00 a.m. to 4:30 p.m. – Monday-Friday
 Closed weekends and holidays

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Regional Fares & Passes

- Reloadable QuickTicket\$3.00
- 1-Ride Regional Bus\$4.25
- 1-Ride Regional Bus Discounted* ...\$2.00
- 20-Ride Regional Bus\$73.50
- Star Shuttles (Routes 64 & 93)Free

Children age 4 and younger ride free.
 * Youth, seniors, persons with disabilities, and Medicare cardholders may be eligible for discounted fares and passes. Apply at WeGo Central.
 All bus and train fares are sold through QuickTicket, WeGo's seamless fare payment system. Through QuickTicket, you can pay for your fare using a reloadable card, a smartphone app, or non-reloadable ticket on all WeGo routes, services, and vehicles.

For more information on QuickTicket, visit QuickTicketTN.com.



RESOLUTION 23-70

**A RESOLUTION TO APPROVE AN EMERGENCY EXPENDITURE FOR
REPLACEMENT OF THE HVAC UNITS AT CITY HALL**

WHEREAS, the HVAC units at City Hall are older units and have ceased to work properly; and

WHEREAS, the repair services are not cost effective due to the age of the units; and

WHEREAS, due to the need, staff recommends emergency replacement of the two units from GBT Heating and Cooling at a cost of \$39,876.00; and

WHEREAS, funding for the expenditure will be from budgeted funds in the Administration department.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen approves the emergency expenditure in the amount of \$39,876 with GBT Heating and Cooling to replace two HVAC units at City Hall.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 1st day of May, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 23-70*
SUBMITTED BY: Tyler Scroggins, Public Works Director
DATE: May 1, 2023
RE: To approve an emergency expenditure for replacement of two HVAC units at City Hall
ATTACHMENTS: Quote

PURPOSE:

To approve an emergency expenditure for replacement of two HVAC units at City Hall.

BACKGROUND:

City Hall has two HVAC units. Due to the age of the units, extensive repairs are required and are not cost effective. One unit has ceased to work at all.

Staff requests approval for an emergency expenditure to replace the units quickly in lieu of bidding out the replacements since the cost quote exceeds the \$25,000 purchasing policy limit.

FINANCIAL IMPACT:

The expenditure would be paid from currently budgeted funds in the Administration department (110-41310-53292).

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-70 to approve an emergency expenditure for replacement of HVAC units at City Hall.



DEALER CONTRACT
 TENNESSEE LICENSED A/C CONTRACTOR LIC. # 58325

4922 PORT ROYAL RD B-7
SPRING HILL, TN 37174
615-591-5556

PROPOSAL SUBMITTED TO CITY OF SPRING HILL	PHONE	DATE 04/26/2023
STREET 199 TOWN CENTER PARKWAY	JOB NAME	
CITY, STATE, AND ZIP CODE SPRING HILL, TN 37174	JOB LOCATION	
We hereby submit specifications and estimates for		
EQUIPMENT:		
7.5 TON SPLIT GAS SYSTEM 92% TWO 4 TON FURNACES TWINNED TOGETHER WITH A 7.5 TON		
3 PHASE CONDENSER		
CONTROLS: EXISTING		
DUCT WORK: EXISTING		
REGISTERS & GRILLS: EXISTING		
ELECTRICAL: CHANGE OVER EXISTING		
PIPING: CHANGE OVER EXISTING		
WARRANTY: 2 YEAR LABOR WARRANTY		
(PRICE REFLECTS \$2,000.00 DISCOUNT IF DONE AT THE SAME TIME)		
<ul style="list-style-type: none"> AN ADDITIONAL 3% WILL BE CHARGED IF PAID BY CREDIT 		
We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of		
THIRTY NINE THOUSAND EIGHT HUNDRED AND SEVENTY-SIX DOLLARS		(\$39,876.00)
Payment to be made as follows:		
BALANCE DUE UPON COMPLETION		
All material is guaranteed for a period of one year. All work to be completed in a workmanlike Manner according to standard practices. Any alteration or deviation from above specifications Involving extra cost will be executed only upon written orders, and will become an extra Charge over and above the estimates. All agreements contingent upon strikes, accidents Or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance.		
		Authorized Signature _____
A 1.5% SERVICE CHARGE (18% ANNUAL) IS ADDED TO ALL ACCOUNT BALANCES 30 DAYS PAST DUE. ALL ACCOUNT BALANCES 90 DAYS PAST DUE WILL BE TURNED OVER FOR COLLECTION UNLESS COMPANY IS NOTIFIED OF REASON FOR DELAY IN PAYMENT. IF ACCOUNT BECOMES DELINQUENT AND COLLECTION BECOMES NECESSARY, BUYER AGREES TO PAY ALL ATTORNEY FEES, COURT COST, AND /OR COLLECTION FEES.		Date of Acceptance _____
		Signature: _____
		Signature: _____

ORDINANCE 23-04

AN ORDINANCE TO AMEND ORDINANCE NO. 09-42 TO ESTABLISH STORMWATER ERU RATES FOR CUSTOMERS OF THE CITY OF SPRING HILL

WHEREAS, the Board of Mayor and Alderman desires to set equitable ERU rates for the City of Spring Hill; and

WHEREAS, the City desires to adjust the ERU rates in order to cover costs pursuant to a rate study compiled by Rafetelis and Staff analysis and input, and

WHEREAS, the Board of Mayor and Aldermen has evaluated the study and recommendations and has determined the fees set forth herein below are reasonable, equitable and necessary and are in accordance with provisions of Ordinance 09-39 and Ordinance 09-42, and

WHEREAS, the Board of Mayor and Aldermen has determined it to be appropriate to implement the rates set forth herein effective July 1, 2023.

BE IT THEREFORE ORDAINED BY THE BOARD OF MAYOR AND ALDERMAN OF THE CITY OF SPRING HILL, TENNESSEE, that the following rates be established and shall take effect as follows:

WHEREAS, the Board and Mayor and Alderman recognizes the need to pass the new fees on to customers;

Section 1. ERU ESTABLISHED. The Equivalent Residential Unit is hereby established to be 3,412 square feet of impervious area.

Section 2. ERU Rate Established. The ERU rate to be charged for Storm Water Management Utility Fees for each ERU is hereby established as follows:

Rates as of July 1, 2023	\$5.25 for Residential \$5.00 for Commercial
Rates as of July 1, 2024	\$6.75 for Residential \$6.50 for Commercial
Rates as of July 1, 2025	\$7.75 for Residential \$7.75 for Commercial

Beginning July 1, 2026 an escalation of \$0.25 shall be added annually to both Residential and Commercial customers.

Section 3. This Ordinance shall become effective July 1, 2023, the public welfare requiring it.

Section 4. The Board of Mayor and Alderman of the City of Spring Hill, Tennessee hereby adopts the attached storm water utility fee schedule this 17th day of April, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

July 1, 2024 - \$6.75 x # of ERU's - (\$6.75 minimum)
July 1, 2025 - \$7.75 x # of ERU's - (\$7.75 minimum)
July 1, 2026 - escalation of \$0.25 added annually x # of ERU's

Late Payment Fee.....10% of bill

Credit and Adjustment Application Fee*

Small Home Credit.....\$ 0.00
Water Education Credit\$ 0.00
Adjustment Application Fee.....\$ 0.00

All other Credit Applications

Property Containing <20,000 sq ft IS.....\$ 50.00
Property Containing <20,000 - <40,000 sq ft IS.....\$150.00
Property Containing <40,000 - <100,000 sq ft IS.....\$250.00
Property Containing 100,000 + sq ft IS.....\$500.00

*Application fees for a property which received a credit, but subsequently became non-compliant for failure to maintain, shall be doubled upon re-application for the credit.

("IS" stands for Impervious Surface)



MEMORANDUM

TO: Board of Mayor and Alderman
 FROM: Tyler Scroggins, Public Works Director
 DATE: April 17, 2023
 RE: Storm Water Rate Adjustment
 REQUEST: Approval of Ordinance 23-04

PURPOSE:

To establish a multi-year financial plan for the Storm Water Fund by following guidance from the Raftelis Cost of Service Study.

BACKGROUND:

The City of Spring Hill has experienced significant growth over the last several years. Future growth is projected at 1,000 residential units per year. This growth creates additional demands upon city services. A rate increase in the storm water fund will fully fund the expense associated with the financial plan, the utility systems, equipment repair and replacement, and necessary future capital investments in the utility to meet future growth and development needs. Due to the expectation that revenues might fall short of expenditures during the 2023-2024 fiscal year, the city hired Raftelis to conduct a "Cost of Services" study so that a plan for future expenses could be determined and thus identify the level revenues that would be needed to satisfy those expenses. As a part of the study results, Raftelis recommended a multi-year

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 23-04 to increase the stormwater rates as recommended by Raftelis.



CITY OF SPRING HILL

199 Town Center Parkway • Spring Hill, Tennessee 37174

931-486-2252

www.springhilltn.org

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

[Stormwater Rate Study Presentation _002_.pptx \(LINK\)](#)

ORDINANCE 23-04

AN ORDINANCE TO AMEND ORDINANCE NO. 09-42 TO ESTABLISH STORMWATER ERU RATES FOR CUSTOMERS OF THE CITY OF SPRING HILL

WHEREAS, the Board of Mayor and Alderman desires to set fair ERU rates for the City of Spring Hill; and

WHEREAS, it has been determined by a rate study compiled by Rafetelis, with additional input by city staff, that ERU rates should be adjusted in order to cover costs incurred, and

WHEREAS, the Board of Mayor and Aldermen has evaluated the study and recommendations and has determined the fees set forth herein below are reasonable and necessary and are in accordance with provisions of Ordinance 09-39 and Ordinance 09-42, and

WHEREAS, the Board of Mayor and Aldermen has determined it to be appropriate to implement the rates set forth herein effective July 1, 2023.

BE IT THEREFORE ORDAINED BY THE BOARD OF MAYOR AND ALDERMAN OF THE CITY OF SPRING HILL, TENNESSEE, that the following rates be established and shall take effect as follows:

WHEREAS, the Board and Mayor and Alderman recognizes the need to pass the new fees on to customers;

Section 1. ERU ESTABLISHED. The Equivalent Residential Unit is hereby established to be 3,412 square feet of impervious area.

Section 2. ERU Rate Established. The ERU rate to be charged for Storm Water Management Utility Fees for each ERU is hereby established as follows:

Rates as of July 1, 2023	\$5.25 for Residential \$5.00 for Commercial
Rates as of July 1, 2024	\$6.75 for Residential \$6.50 for Commercial
Rates as of July 1, 2025	\$7.75 for Residential \$7.75 for Commercial

Beginning July 1, 2026 an escalation of \$0.25 or an amount equivalent to the Consumer Price Index, all Urban Consumers parent of inflation, whichever is greater shall be added annually to both Residential and Commercial customers.

Section 3. This Ordinance shall become effective July 1, 2023, the public welfare requiring it.

Section 4. The attached storm water utility fee schedule is hereby adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee this 1st day of May, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Passed on First Reading: April 17, 2023

Passed on Second Reading: May 1, 2023

July 1, 2026 – escalation of \$0.25 added annually x # of ERU’s

Late Payment Fee.....10% of bill

Credit and Adjustment Application Fee*

Small Home Credit.....\$ 0.00
 Water Education Credit\$ 0.00
 Adjustment Application Fee.....\$ 0.00

All other Credit Applications

Property Containing <20,000 sq ft IS.....\$ 50.00
 Property Containing <20,000 - <40,000 sq ft IS.....\$150.00
 Property Containing <40,000 - <100,000 sq ft IS.....\$250.00
 Property Containing 100,000 + sq ft IS.....\$500.00

*Application fees for a property which received a credit, but subsequently became non-compliant for failure to maintain, shall be doubled upon re-application for the credit.

("IS" stands for Impervious Surface)

RESOLUTION 23-71

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGNED AN AMENDED CONTRACT WITH HENSEL PHELPS CONSTRUCTION CO. FOR THE POLICE DEPARTMENT HEADQUARTERS CONTRUCTION

WHEREAS, the City of Spring Hill entered into a General Contractor contract for the construction services of the new Police Department Headquarters with Hensel Phelps Construction Co. in February 2023; and

WHEREAS, after approval, it was determined additional language regarding the addendum and specifications dates needed to be added to the contract to protect both parties, as highlighted in Exhibit A attached hereto; and

WHEREAS, the amendment is to language only and does not have any financial impact or amendments to the scope of services.

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

1. Approves the amended contract between the City of Spring Hill and Hensel Phelps for construction of the new Police Department Headquarters for additional language to be added, as attached hereto.
2. Authorizes the Mayor to sign the amended construction contract with Hensel Phelps.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 1st day of March, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: **Approval of Resolution 23-71**

SUBMITTED BY: **Missy Stahl, CIP Manager**
 Don Brite, Police Chief

DATE: **May 1, 2023**

RE: **To authorize the Mayor to sign an amended contract with Hensel Phelps Construction Co for a General Contractor for construction of the new Police Department Headquarters**

ATTACHMENTS: **Exhibit A – amended contract**

PURPOSE:

The purpose of this resolution is to authorize the Mayor to signed an amended General Contractor contract with Hensel Phelps Construction Co. for a General Contractor for construction of the new PD Headquarters.

BACKGROUND:

The City of Spring Hill entered into a General Contractor contract with Hensel Phelps Construction Co. in February 2023 for construction of the new Police Department Headquarters. After the resolution and contract was approved, it was determined that additional language regarding the addendums and specifications (dates, titles, etc.) needed to be added to the contract to protect both parties. Amendments are highlighted in Exhibit A. There is no financial impact or changes to the scope of services established with the original contract.

The City attorney has reviewed the amendments and has no concerns with the additions.

FINANCIAL IMPACT:

There is no financial impact.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-71, to authorize the Mayor to sign an amended contract with Hensel Phelps for the construction of the new Police Department Headquarters.

Exhibit A

 **AIA® Document A101® – 2017**

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the twenty first (21st) day of February in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

and the Contractor:
(Name, legal status, address and other information)

Hensel Phelps
1600 Division Street
Suite 220
Nashville, TN 37203

for the following Project:
(Name, location and detailed description)

City of Spring Hill Police Department Headquarters
Hathaway Boulevard
Springhill, TN 37174

The Architect:
(Name, legal status, address and other information)

TMPartners, PLLC
211 Franklin Rd.
STE 200
Brentwood, TN 37027

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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From the date of the Notice to Proceed/Date of Commencement. Not later than five hundred fifty (550) calendar days as defined in 8.7 herein from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be thirty six million, nine hundred twenty nine thousand (\$ 36,929,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
ALT. NO. 1	\$591,000.00
ALT. NO. 2	\$99,000.00
ALT. NO. 3	\$122,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
ALLOW. NO. 1	\$625,360.00
ALLOW. NO. 2	\$40,000.00
ALLOW. NO. 3	\$100,000.00
ALLOW. NO. 4	\$136,000.00
ALLOW. NO. 5	\$41,000.00

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

Owner will suffer damages which are difficult to determine and accurately specify if the Substantial Completion date, as extended by this Agreement, is not attained. The parties agree that Contractor will pay Owner liquidated damages of \$400 per day for each day the actual date of substantial completion extends beyond the Substantial Completion date.

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These liquidated damages are in lieu of all liability for all extra costs, losses, expenses, claims, penalties, and any other damages of any nature incurred by Owner resulting from not attaining the Substantial Completion date.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth (5th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

| 5%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

| N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

| N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

| N/A

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

| N/A %

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction encompassing the place where the Project is located.
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. The substantially prevailing party shall be entitled to recover their reasonable attorney fees and costs expended in prosecuting the dispute.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Office of the City Administrator
199 Town Center Parkway
Spring Hill, TN 37174

Pamela S. Caskie (pcaskie@springhilltn.org)
Copy to: Patrick Carter, City Attorney

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809 South Main Street
Columbia, TN 38401

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Hensel Phelps
Attn: Justin Starnes
6557 Hazeltine National Drive
Orlando, FL 32822

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified above, furnish bond(s) in a penal sum of at least the full amount of the contract as awarded, in the form included in the specifications, which secured the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services, of any nature, employed or used by him in performing the work. Such bond(s) shall bear the same date as, or a date subsequent to, the date of the contract. On each bond, the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond. Names of sureties must appear in most current U.S. Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds", and must be licensed to do business in the State of Tennessee.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

The Owner shall pay the Contractor the contract sum for the Contractor's performance of work. The contract sum will be Thirty-Six Million Nine Hundred Twenty-Nine Thousand (\$36,929,000.00), subject to additions and/or deductions that may occur during construction, which represents the base bid and all alternates included.

- a. If a change order is required, the Contractor must submit all documentation, to include pricing verification, to the Owner in writing. The Owner will review and subsequently submit for consideration of approval to the City's Board of Mayor and Aldermen.
- b. The Contractor shall perform value engineering throughout the construction period to determine if any savings are appropriate and applicable.

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c. If savings are deemed applicable, the Owner and Contractor shall share the cost savings with an equitable cost split determined at the time savings are identified.

d. The Owner will perform certain services itself and compensate vendors directly in lieu of services performed by the Contractor. These services include, but are not limited to, application of final asphalt topping to the parking areas and exterior landscaping.

e. The term of the contract ("Construction Period") shall be five hundred-fifty (550) calendar days from the commencement date, excluding holidays which work cannot be performed, as set forth in City Ordinance 16-13, An Ordinance to Amend Ordinance 14-07 and the Spring Hill Municipal Code, Title 11, Chapter 4, Section 11-402, Subsection (J) Offenses Against the Peace and Quiet of the City of Spring Hill.

"(j) Construction or repairing of buildings. The erection (including excavation), construction, demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays (7:00 a.m. to 8:00p.m., June 1-August 30), and from 9:00 A.M. to 6:00 P.M. on Saturday. Work may also begin on Saturdays at 7:00 A.M. if it would not result in any loud, disturbing, or unnecessary noise that would otherwise violate this chapter. No work shall be performed on New Years, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas holidays that would result in any loud, disturbing, or unnecessary noise that would otherwise violate this chapter, and shall be considered as a Sunday for purposes of this section. An exception to this section is work that is inherently creates no detectable noise from beyond the property boundary including loud voices or radios (i.e. painting with brushes and rollers not attached to pumps, tile or carpet work where no use of hammers, saws or other noise producing equipment is utilized). This section shall not apply to homeowners and occupants performing exterior work at or on their principal place of residents after 7:00 A.M. and before 6:00 P.M.

If the City Administrator or his designee should determine that the interest of the public health and safety are served by the erection, demolition, alteration, or repair of any building or the excavation of streets or highways, outside the hours stated above and if he shall determine that any loss or inconvenience that might result is outweighed by the public's interest in its safety and welfare, he may grant permission for a permit not to exceed (30) days for such work to be done outside the hours stated above, upon application being made.

f. Progress meetings will be held with representatives from the Owner and the Contractor in attendance. Frequency of progress meetings will be set during the pre-construction meeting and may change throughout the course of the Project.

g. The Contractor must not hold the Owner liable for any personal injuries or personal property damaged sustained by the Contractor or his/her Subcontractors while on City property absent grossly negligent or intentional acts by the Owner or the Owners representatives that cause such personal injuries or personal property damage. Additionally, the Contractor agrees to indemnify and hold Owner harmless for any such personal injuries or personal property damage absent those that are the result of grossly negligent or intentional acts by the Owner.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- 1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- 2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- 3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- 4 ~~AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:-~~
~~(Insert the date of the E203-2013 incorporated into this Agreement.)~~

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.5 Drawings

Number	Title	Date
GENERAL		
G000	COVER	11/28/22
G100	DRAWING INDEX/ PLAN REVIEW DATA/GENERAL INFORMATION	11/28/22
G101	MOCK-UP WALL	11/28/22
G150	PARTITION TYPES AND DETAILS	11/28/22
G159	PARTITION ASSEMBLY DETAILS	11/28/22
G160	ASSEMBLY DETAILS	11/28/22
G161	ASSEMBLY DETAILS	11/28/22
G162	ASSEMBLY DETAILS	11/28/22
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331000	Waterlines	11/28/22	18
331100	Water Distribution Piping	11/28/22	14
333010	Sanitary Sewage Systems	11/28/22	12
334100	Storm Utility Drainage Piping	11/28/22	14

.7 Addenda, if any:

Number	Date	Pages
Addendum 01	12/8/22	170
Addendum 02	12/16/22	305
Addendum 03	12/20/23	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Jim Hageman, Mayor
(Printed name and title)

CONTRACTOR *(Signature)*

Justin Starnes Southeast Vice President/District
Manager
(Printed name and title)

Init.

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User Notes:

(1483170384)

RESOLUTION 23-72

A RESOLUTION TO AWARD THE EVANS PARK PLAYGROUND PROJECT TO CUNNINGHAM RECREATION

WHEREAS, the City of Spring Hill budgeted \$200,000 in FY '22/'23 to replace the playground equipment at Evans Park; and

WHEREAS, the City publicly advertised a Request for Proposals on January 26, 2023 with an bid opening on February 21, 2023; and

WHEREAS, the Parks and Recreation Commission reviewed the two (2) RFP submittals and interviewed both candidates at the March 2023 Parks and Recreation Commission meeting; and

WHEREAS, the Parks and Recreation Commission voted unanimously to recommend Cunningham Recreation for the Evans Park Playground Project.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen awards the Evans Park Playground Project to Cunningham Recreation for a not-to-exceed amount of the \$200,000 budgeted in FY 23.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 1st day of May, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 23-72*

SUBMITTED BY: Parks and Recreation Commission
Kayce Williams, Director of Parks & Recreation

DATE: April 21, 2023

RE: Evans Park Playground Project Award

ATTACHMENTS: Resolution, RFP, RFP Submittal

PURPOSE:

To award the Evans Park Playground Project to Cunningham Recreation.

BACKGROUND:

The BOMA budgeted \$200,000 in the current budget to replace the playground equipment at Evans Park. An RFP was put out in January of 2023 with a submittal deadline of February 21, 2023. Cunningham Recreation and Bliss Products & Services. Cunningham submitted two options as allowed by the RFP, Bliss products submitted one option.

The Parks and Recreation Commission interviewed both candidates at their March meeting. At their April meeting, the Parks and Recreation Commission voted unanimously to recommend Cunningham Recreation for Evans Park Playground Project.

FINANCIAL IMPACT:

Up to \$200,000

ACTION REQUIRED (INCLUDE DEADLINE /PRIORITY):

The Commission would like staff to begin working with Cunningham immediately on gathering the necessary information to begin the project. The Commission would like to finalize the playground design by the end of this fiscal year.



LEGAL NOTICE

INVITATION TO SUBMIT PROPOSALS

The City of Spring Hill is soliciting Proposals from qualified playground equipment manufacturers and/or vendors ("Vendors") to design, provide, and install new playground equipment at our existing Evans Park located at 563 Maury Hill Street, as detailed in this Request for Proposals (RFP). In general, the City is looking for unique play equipment with engaging features and high play value that will encourage physical activity and enhance motor skill development. Bidders shall submit sealed proposals in the format specified in the Invitation to Submit Quotations no later than 2:00 p.m. (CST), February 21, 2023, at which time bids will be publicly opened and read aloud. No bid may be withdrawn after the scheduled closing time for a period of 90 days. Bidding documents may be obtained at Spring Hill City Hall during regular business hours or www.springhilltn.org. Quotations should be mailed or hand delivered to:

April Goad, City Recorder
City of Spring Hill
Evans Park Playground / February 21, 2023 @ 2:00 p.m.
199 Town Center Parkway (for hand delivery or courier services)
P.O. Box 789 (for regular mailing services)
Spring Hill, TN 37174

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

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

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Section I: General Information
Section II: Evaluation Criteria
Section III: Scope of Work
Section IV: Proposal Content
Section V: Contract Negotiation
Section VI: Terms and Conditions
Section VII: Proposal Instructions
Section VIII: References and Required Forms
Section X: Specification Compliance
Section XI: Cost Proposal Form
Section XII: Sample Vendor Services Agreement
Section XIII: Exhibits



SECTION I - GENERAL INFORMATION

- A. Questions should be directed to Kayce Williams at kwilliams@springhilltn.org
- B. The City of Spring Hill reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the City. Bids may not be withdrawn after scheduled closing time for a 90-day period.
- C. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully address the full intent and meaning of each aspect of the specifications.
- D. All forms shall be completed and included as an integral part of each bidder's proposal.
- E. Freight shall be paid by vendor and should be included in unit price bid.
- F. The City is a tax-exempt organization.
- G. Mail is delivered after 4:00 p.m. Monday through Friday.
- H. Site visits prior to bid opening are recommended.
- I. Award of contract will be based on price, warranty, and references.

SECTION II – EVALUATION CRITERIA

The proposed equipment will be evaluated separately for each location and final proposal rankings developed for each location. Evaluation of the proposals will be conducted, based on the following:

- A. Responsiveness to the RFP and the criteria
- B. Proposed site equipment designs, and concepts address design guidelines and specifications
- C. Originality and creativity, uniqueness of equipment
- D. Safety and Accessibility
- E. Quality of design, play value and target demographic
- F. Quality, durability, and ease of maintenance of the proposed equipment
- G. Ability to meet established budgets (when applicable)
- H. Reputation and reliability of manufacturer
- I. Ability of proposed design to meet IPEMA certification requirements and comply with current ADA, CPSC, and ASTM standards.
- J. Bid amount is an important criteria but is not an overriding component.

City of Spring Hill, TN staff and City of Spring Hill Parks and Recreation Commission will review the written proposals and will determine the top Vendor(s) to recommend to the Board of Mayor and Aldermen. The Board of Mayor and Aldermen will make the final selection. Upon acceptance, the City reserves the right to make minor changes to the selected design within the project scope and budget.

SECTION III – SCOPE OF WORK

The work covered by this item shall consist of design, provision, and installation of play equipment at Evans Park located at 563 Maury Hill Street in Spring Hill, TN. Removal of the existing equipment and any site preparations shall be included. Budget and desired equipment location is summarized below and more specifically detailed in Section XIII. The City will authorize preparation work in advance with the issuance of a Notice to Proceed issued by the Public Works Director. The chosen provider will complete the project within ninety (90) days of the notice to proceed. Any alterations to this completion date shall be disclosed in the proposal.

Play system design shall safely fit in the playground areas as shown on the site plans. Vendors are encouraged to be creative in their designs. A mix of structured and unstructured play is satisfactory, but unstructured play elements should be predominant. Vendors may submit proposals from non-traditional type playground structures, if desired, in whole or as components of the overall playground design.

Vendors should base their playground equipment designs on meeting all accessibility and safety standards as well as the guidelines & specifications listed in this RFP. Quality of equipment components, quality of design, play value, cost, appropriateness to location and demographic variety must be taken into consideration in the design of the play system.

In the proposal, provide a list of the components proposed. Include structure and component model numbers, materials, color choices and recommendations, protective area requirements, target age ranges and developmental levels, target play type or activity, estimated lifetime of equipment including manufacturer's warranty and any other relevant descriptive information.

All Vendors and their contractor(s) must be prepared to comply with all state, federal and local requirements for play structure equipment. Vendors are responsible for verifying site conditions. No allowances will be made if a Vendor fails to adequately examine a location before submitting a Proposal. All equipment shall be installed by a factory trained and certified installer.

PREFERRED PLAY SYSTEM QUALITIES AND BASIC REQUIREMENTS:

- A. All play system elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health and safety.
- B. Play structures and amenities must be age appropriate with proper signage.
- C. The ability to expand the proposed play system within the existing play area is optional.
- D. All equipment must meet and/or exceed all federal, CPSC, ASTM & IPEMA standards.
- E. Documentation of compliance must be provided to the City with the Vendor's proposal.
- F. All equipment must comply with Americans with Disabilities Act (ADA). The designs submitted by the Vendor must incorporate either a transfer platform or ramp in each design when necessary.
- G. Appropriate drainage and surfacing must be addressed.

SECTION IV – PROPOSAL CONTENT

The proposal process will consist of a written proposal, which shall include the following items:

1. An introduction containing the following information:
 - a) A complete description of capability and history of the Vendor.
 - b) History of similar projects completed within the last three years, including cost and client contact information.
 - c) List specific experience in dealing with local government agencies
 - d) A list of sub-contractors to be used on the project
 - e) A W-9 form
2. A list of not less than three (3) references including product or service provided, name of agency, contact person, phone number and/or e-mail.

3. Identify any cooperative purchasing programs that Vendor participates in to provide favorable pricing on equipment. Such pricing is to be incorporated in the cost proposal(s).
4. Cost Proposal Form
5. Up to two (2) playground/equipment design proposals per location. For each design proposal, provide the following:
 - a) A scaled site plan showing the proposed equipment and relationship to existing equipment (if applicable). No more than two playground designs will be accepted for each location.
 - b) Drawings and manufacturer's printed literature and specifications for each item or component of the modular equipment being proposed.
 - c) A detailed breakdown of cost including, but not limited to:
 - i. Design
 - ii. Equipment (inclusive of all structures, components, signage, hardware, equipment manuals and operations manuals)
 - iii. Installation
 - iv. Any other equipment-related improvements necessary to complete the project.
 - d) Playground manufacturer warranties.
 - e) Proof of Manufacturer's Product Liability Insurance
 - f) Proof of installer factory certification
6. Anticipated lead time for equipment construction and delivery.
7. A bid security in the amount of ten percent (10%) of the bid amount must accompany each bid by a Certified Check, Cashier's Check, or Bid Bond to the City of Spring Hill, TN. The successful Vendor shall furnish approved Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the bid amount. Successful vendors are required to comply with the City of Spring Hill, TN insurance requirements.
8. Provide proposed recreational amenities concept drawings and amenities scope regarding the study's findings.
9. A proposed timeline for all phases of the project.

SECTION V – CONTRACT NEGOTIATIONS

Upon completion of the evaluation process, the City of Spring Hill, TN will enter negotiations with the responder(s) whose proposal offers the best solution and best value possible, as determined in the evaluation process. The City reserves the right to simultaneously negotiate with more than one responder or to ask for best and final proposals from one or more responders. The City reserves the right to reject any or all proposals submitted in response to this RFP. The award will be made to a qualified Vendor whose proposal is deemed to be in the best interest of the City of Spring Hill, TN.

SECTION VI – TERMS AND CONDITIONS

1. Any and all documents submitted to the City of Spring Hill that are associated with this contract 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.
2. The City reserves the right to reject any and all responses and to waive any irregularities and informalities in the proposal process.
3. This Request for Proposals does not commit the City of Spring Hill, Tennessee to execute an agreement, to pay any costs incurred in the preparation of a proposal, or to contract for services.

4. The agency shall be responsible to the City of Spring Hill, TN for all acts and omissions of employees or subcontractors while performing any work-related directly or indirectly with the project covered by the contract documents or related instruction and documents.
5. The City may order changes in the work consisting of additions, modifications, or deletions to the contract. The contract price and time of completion will be adjusted accordingly.
6. No bidder may withdraw a bid for a period of ninety (90) days after bids have been opened.
7. The right is reserved to reject any and all bids and to waive all technicalities in doing so.
8. Bidding will be in accordance with the Tennessee General Contractor's License Law. Bidders submitting a bid for construction in the amount of \$25,000 or more must be licensed contractors as required by chapter 135 of the public acts of 1945 of the General Assembly of the State of Tennessee, Article I, and amendments thereto. **Bidder's name and license number must be placed on the envelope containing their proposal, otherwise the bid will not be opened.**
9. In the case of an error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended, or withdrawn after specified time for opening bids. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
10. Final inspection and acceptance or rejection will be made at completion of the project, but all materials and all workmanship shall be subject to inspection and test at any times, and when practicable, during construction. The right is reserved to reject articles which contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials shall be made as promptly as possible but impose no liability on the City of Spring Hill or any subdivision thereof for such materials as are not in accordance with the specifications. Final inspection or acceptance does not relieve the contractor from liability for use of materials or construction standards not in accordance with City specifications or industry practices.
11. Final payment will not be rendered until all items have been delivered, installed, inspected, and accepted by the City.
12. All contractors shall furnish the City with satisfactory proof for the insurance required.
13. All contractors are responsible for determination of any underground or overhead utility locations and for the negotiation of any associated impacts to any said utilities including any utilities that the contractor intends to relocate.
14. The 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.
15. In accordance with Tennessee Code Annotated, Title 12, Chapter 4, Part 1, the selected Consultant cannot be currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel.

16. SPRING HILL BUSINESS LICENSE - Subject to the exceptions enumerated hereinafter, persons subject to the Spring Hill Business Tax operating from an established place of business in one county who extend their operations into other counties and/or municipalities without establishing an office, headquarters or other place of business therein shall not be subject to the Spring Hill Business Tax in such other counties and/or municipalities. Tax on total receipts from all taxable sales shall be due to the county and municipality, if any, in which the established place of business is located. The cost of the business license is the responsibility of the Vendor and all Contractors. If applicable, at license expiration, renewal is a percentage of the business total gross.

Excepted from the rule as stated in above paragraph are:

- a. Persons with no established place of business in this state.
- b. Contractors with taxable receipts of \$50,000 and out of state contractors.

SECTION VII – PROPOSAL INSTRUCTIONS

- All sealed proposals must bear the title “Evans Park Playground Equipment Design and Installation” along with the vendor’s contact information and Contractor License.
- Please submit one (1) original and five (5) complete copies of the proposal.
- No oral, telephonic, telegraphic, electronic (E-Mail) or facsimile proposals will be considered.
- Late proposals will not be considered. It is the responsibility of the proposer to ensure that the proposal arrives at the correct location by the correct time.
- Proposal must include:
 - a) References
 - b) Signed Affidavit
 - c) Signed Certificate of Non-Discrimination
 - d) Signed Title VI Compliance
 - e) Signed Non-Illegal Immigrant Certificate
 - f) Signed Certificate of Non-Collusion
 - g) Signed Iran Divestment Act
 - h) Signed Specification Compliance form
 - i) Proof of Insurance
 - j) Signed Cost Proposal Form
- The proposal shall include all materials, equipment, labor, and all other items incidental to the project.
- All costs/pricing shall include all labor, materials, freight and taxes, delivery, insurance, etc., to cover the finished work.

SECTION VIII – REFERENCES AND REQUIRED FORMS

List 3 References from comparable projects within the past year.

Company _____
Address _____
Contact Name _____ Phone _____
Contract Value _____

Company _____
Address _____
Contact Name _____ Phone _____
Contract Value _____

Company _____
Address _____
Contact Name _____ Phone _____
Contract Value _____



AFFIDAVIT

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT

COUNTY OF PRIME BIDDER_____

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for_____;
2. That the bidding entity has submitted a bid to the City of Spring Hill for the construction of _____;
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with §50-9-113, Tennessee Code Annotated.
5. That this affidavit is made on personal knowledge.
6. Further Affiant sayeth not.

AFFIANT

SUBSCRIBED AND SWORN TO before me this_____day of_____, 20.

NOTARY PUBLIC

My Commission expires:_____

50-9-113. State and local government construction contracts.

- a) Each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services or who provides construction services to the state or local government shall submit an affidavit stating that such employer has a drug-free workplace program that complies with this chapter, in effect at the time of such submission of a bid at least to the extent required of governmental entities. Any private employer that certifies compliance with the drug-free workplace program, only to the extent required by this section, shall not receive any reduction in workers' compensation premiums and shall not be entitled to any other benefit provided by compliance with the drug-free workplace program set forth in this chapter. Nothing in this section shall be construed to reduce or diminish the rights or privileges of any private employer who has a drug-free workplace program that fully complies with this chapter. For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-free Workplace Act from the department of labor and workforce development. No local government or state governmental entity shall enter into any contract or award a contract for construction services with an employer who does not comply with the provisions of this section.
- b) For the purposes of this section, "employer" does not include any utility or unit of local government. "Employer" includes any private company and/or corporation.
- c) If it is determined that an employer subject to the provisions of this section has entered into a contract with a local government or state agency and such employer does not have a drug-free workplace pursuant to this section, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance with the drug-free workplace program pursuant to this section. If the same employer again contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than three
- d) (3) months from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section. If the same employer for a third time contracts with any local government or state agency and does not have a drug-free workplace program pursuant to this section, then such employer shall be prohibited from entering into another contract with any local government or state agency for not less than one (1) year from the date such violation was discovered and verified and shall be prohibited from entering into another contract until such employer complies with the drug-free workplace program pursuant to this section.
- e) A written affidavit by the principal officer of a covered employer provided to a local government at the time such bid or contract is submitted stating that the employer is in compliance with this section shall absolve the local government of all further responsibility under this section and any liability arising from the employer's compliance or failure of compliance with the provisions of this section.

[Acts 2000, ch.918, §§ 1,2.]



CITY OF SPRING HILL CONSTRUCTION CONTRACT

CERTIFICATE OF NONDISCRIMINATION

As Bidder, Contractor, or Subcontractor on City of Spring Hill Construction Project,

1. the undersigned states that he does not discriminate against any subcontractor, employee or applicant for employment on the grounds of race, color, national origin, or sex and, if awarded a contract for this project, agrees in performance of work:
2. not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex;
3. to maintain payrolls of laborers and mechanics employed on this contract until 90 days after final release and final payment by the City;
4. require a similar certificate to be executed by each subcontractor at the time a subcontractor is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tier of subcontractors.

Contractor's Name _____

Date _____

Signature _____

Printed or typed name and title

Title _____



CITY OF SPRING HILL TITLE VI COMPLIANCE SURVEY

The City of Spring Hill intends to fully comply with the Tennessee Department of Transportation's policy regarding TITLE VI of the CIVIL RIGHTS ACT of 1964; 49 CFT, PART 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, gender, age, disability or national origin.

Please complete the following information:

NAME OF COMPANY _____

NAME OF OWNER/CONTRACTOR: _____

ADDRESS OF OWNER/CONTRACTOR: _____

COUNTY: _____

TYPE OF SERVICES PROVIDED: _____

CONTRACT: _____

OWNER/CONTRACTOR
(Race/Gender)

EMPLOYEES
(Number in each category)

White Male _____
 White Female _____
 African-American Male _____
 African-American Female _____
 Hispanic Male _____
 Hispanic Female _____
 Native American Male _____
 Native American Female _____
 Asian-American Male _____
 Asian-American Female _____
 Other _____ Male _____
 Other _____ Females _____

White _____
 Males _____
 White _____
 Females _____
 African-American Males _____
 African-American Females _____
 Hispanic Males _____
 Hispanic Females _____
 Native American Males _____
 Native American Females _____
 Asian-American Males _____
 Asian-American Females _____
 Other _____ Males _____
 Other _____ Females _____



CITY OF SPRING HILL ASSURANCE OF COMPLIANCE UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

_____ Name of Applicant (hereby referred to as "The Applicant")

Hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Justice (28 CFR Parts 42 & 50) and the City of Spring Hill, and any directives or regulations issued pursuant to that Act and the Regulations, to the effect that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Applicant received Federal financial assistance from the City and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Applicant by the City.

BY ACCEPTING THIS ASSURANCE, the applicant agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of Title VI, and permit authorized City personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the City shall have the right to seek administrative and/or judicial enforcement of this assurance.

This assurance is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance from the City. IN the case of real property, this assurance is binding for as long as the property is used for a purpose for which this assistance was intended or for the provision of services or benefits similar to those originally intended. In the case of personal property, this assurance applies for as long as the recipient retains ownership or possession of the property. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the applicant.

_____	_____
Name	Date
_____	_____
Signature	Title

No further monies or other benefits may be paid out under these programs unless this Assurance is completed and filed as required by existing regulations



CERTIFICATE OF NON-ILLEGAL IMMIGRANT USE

As Bidder, Contractor, or Subcontractor on City of Spring Hill Construction Project, the undersigned states that he/she:

1. does not knowingly utilize the services of illegal immigrants in the performance of a contract for goods or services entered into with the City of Spring Hill;
2. and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract;
3. If any person who contracts to supply goods or services to the City of Spring Hill or who submits a bid to contract to supply goods or services to the state or other state entities, is discovered to have knowingly utilized the services of illegal immigrants in the performance of the contract to supply goods or services to the City of Spring Hill, the City of Spring Hill shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the City of Spring Hill for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract to supply goods or services to the City of Spring Hill.

Name _____

Date _____

Signature _____

Title _____



CERTIFICATE OF NON-COLLUSION

As Bidder, Contractor, or Subcontractor on City of Spring Hill Construction Project:

the undersigned hereby declares that no person or party other than the undersigned has any interest whatever in the submitted bid proposal, that it is without any connection or collusion with any person or persons making or having made any proposal for the same work and without any previous understanding with such person or persons as to relative prices, obviating competition, and that it is made in good faith.

Name _____

Date _____

Signature _____

Title _____



REQUIREMENT OF IRAN DIVESTMENT ACT

As Bidder, Contractor, or Subcontractor on City of Spring Hill Construction Project:

the undersigned hereby declares that no person or party other than the undersigned is not on the Iran Investment Activities List pursuant to T.C.A. § 12-12-106.

Name _____

Date _____

Signature _____

Title _____

SECTION X - SPECIFICATION COMPLIANCE

Unless otherwise noted, all quotations for the Evans Park Playground Project shall be in complete accordance with the specifications detailed herein.

Bidders shall note in the space provided below any exceptions or deviations in any way from the specifications of any section of this RFP. Bidders should provide complete detail of exceptions or deviations.

<u>Proposal Exceptions Section</u>	<u>Brief Description</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attach extra sheet if needed.

By signature below, vendor acknowledges any quotation to be in full compliance with all aspects of each section of the RFP not noted above.

COMPANY

TELEPHONE NUMBER

REPRESENTATIVE NAME & TITLE

E-MAIL ADDRESS

SIGNATURE

SECTION XI – COST PROPOSAL FORM

Please list all cost and potential cost that would be associated with the playground design and installation. Additional sheets may be attached if necessary or if submitting a second proposal.

Site Preparation Cost: _____

Playground Equipment Cost: _____

Playground Installation Cost: _____

List all other cost: _____

Exceptions and Clarifications: _____

Disclose Warranty: _____

SECTION XII – SAMPLE VENDOR SERVICES AGREEMENT

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

RECITALS:

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

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

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

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

1. EFFECTIVE DATE. The Effective Date of this Agreement shall be _____.
2. TERM. The project shall be completed within three (3) months from the date of issuance of a Notice to Proceed by the City of Spring Hill. The parties may extend this Agreement in writing, with or without modification, as agreed upon by the Parties.
3. INSURANCE. Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers’ compensation, and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
 - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury, or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;
 - b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
 - c. Workers’ compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers’ compensation insurer waiving subrogation rights under its workers’ compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers’ compensation insurance policies.

4. VENDOR RESPONSIBILITIES.

- a. Provide all materials and labor for the Evans Park Playground Project as needed by the city

5. CITY'S RESPONSIBILITIES.

- a. Provide contractor with any city documentation/information related to the site.

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

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

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

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

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

11. NONDISCRIMINATION. Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

12. 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 selected Consultant cannot be currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel.

13. TENNESSEE PUBLIC RECORDS ACT. Any and all documents submitted to the City of Spring Hill that are associated with this contract 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.
14. 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.
15. TIME. The Contractor shall finish within the agreed upon time frame.
16. 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.
17. 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.
18. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
19. 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.
20. 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.
21. 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.
22. NOTICES. All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor:

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

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

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

- 23. 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.
- 24. 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.
- 25. PAYMENT OF EXPENSES; BREACH. Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

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

CITY OF SPRING HILL, a Tennessee municipality

By: _____
Jim Hagaman
Mayor of Spring Hill
Date of Execution: _____

VENDOR [Insert Name] _____

By: _____
VENDOR REPRESENTATIVE
Date of Execution: _____

SECTION XIII – EXHIBITS



Budget: \$200,000

Approximate size of existing playground: 64 x 131 / 7,923 square feet





EVANS PARK



AGENDA

- Welcome / Introductions
- Company Overview
- Meet the Team
- References
- Project Overview
- Option One
- Option Two
- National Demonstration Site
- Questions



ABOUT US

- **CUNNINGHAM RECREATION**
- Founded in 1966 – Three Generations
- Largest Rep Agency in the US – Covering 17 States
- Office Staff Available 8:00 – 5:00

ABOUT US

GAMETIME

- Founded in 1929
- Largest Playground / Outdoor Fitness Equipment Manufacturer in the US
- Headquartered in Chattanooga, TN and Manufactured in Fort Payne, AL
- All products are IPEMA Certified to comply with ASTM and CPSC playground safety standards



A **PLAYCORE** Company



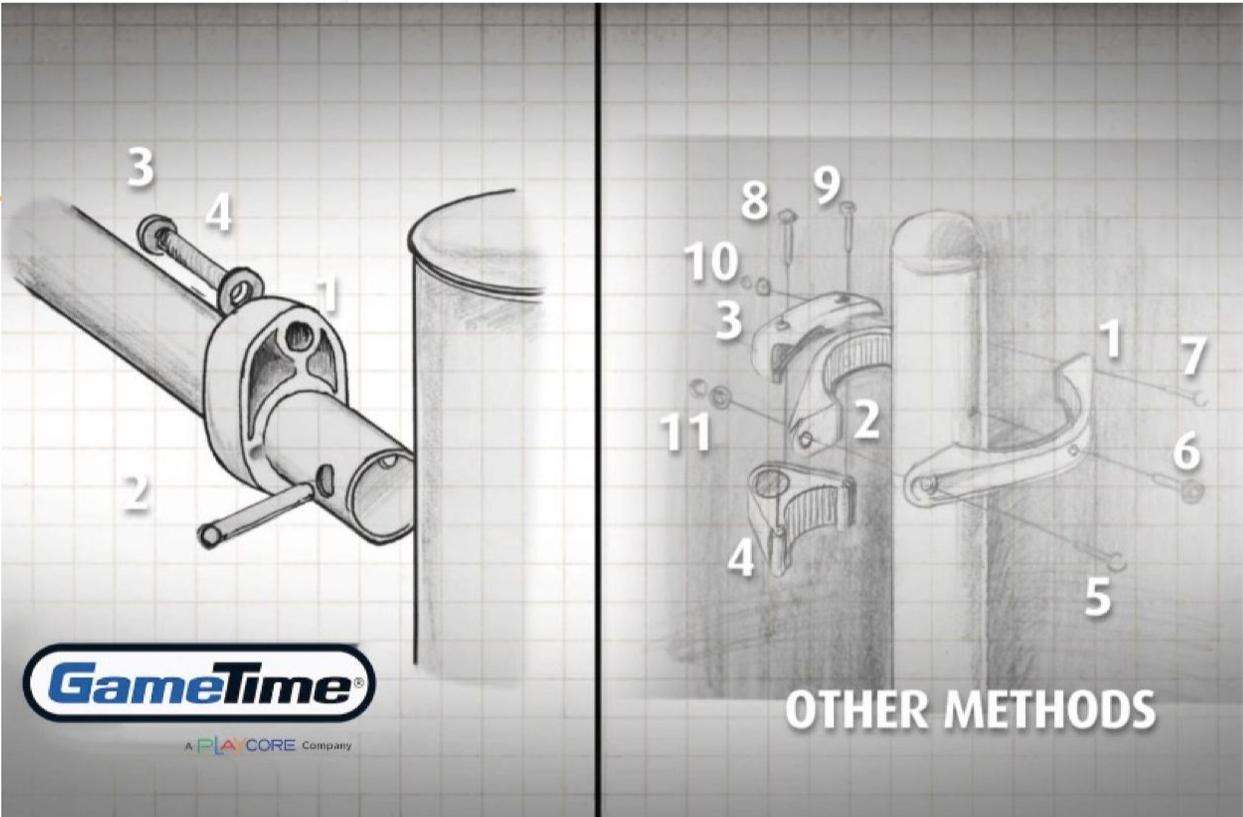
- Second Generation Arkansas Family Construction Company
- Turnkey Sales, Installation, and Construction
- Installation, Construction Management, General Contracting, and Design Build Services Available



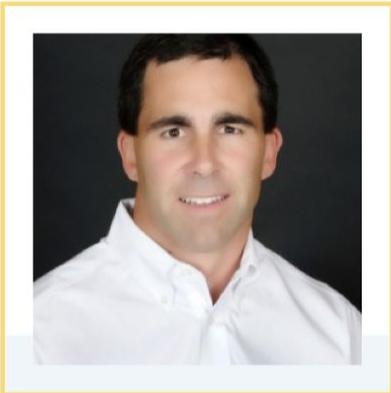
Direct Bolt

- Patented assembly technology
- Leaves the factory ASTM compliant
- Uses less hardware
- Faster and easier to install and maintain

[Learn More](#)



MEET THE TEAM



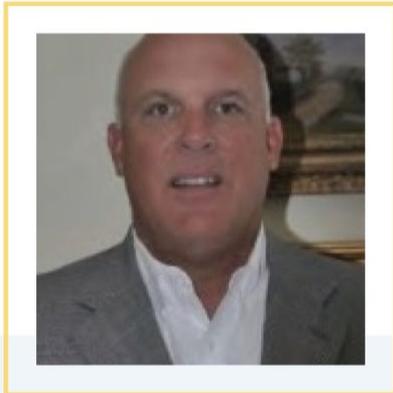
SCOTT CUNNINGHAM
President



MAGGIE MCBRAYER
Middle & West TN
Representative



BILL PATTERSON
Midwest Regional Manager



JOSH HARTLEY
GameTime Regional
Manager



**NORTHWEST FAMILY YMCA
NASHVILLE**



\$6.4M investment by BlueCross BlueShield of TN (Completed 2022)



Accessible play areas for children ages 2-5 and 5-12 – ramp access, ground-level play, poured in place surfacing, challenge course area, splash pad, basketball/pickleball courts, walking path and adult fitness.



Rotary Park

 \$ 237k (Completed 2021) and located in Montgomery County, TN

 Nature themed playground with poured in place surfacing



**Gadsden
Elementary School**

 \$ 200k + (Completed 2022) and located in Crockett County, TN

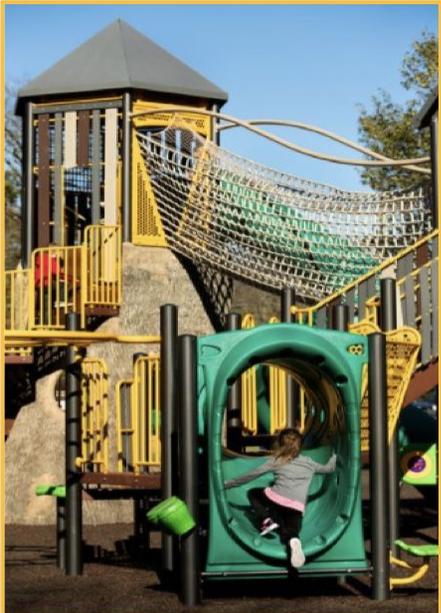
 Elementary School Playground with 2-5 and 5-12 areas, loose fill rubber surfacing



Dogwood Park

 \$ 230k + (Completed 2012) and located in Germantown, TN

 Nature themed playground and play trails with engineered wood fiber surfacing



Deer Park

 \$ 455k + (Completed 2018) and located in Cleveland, TN

 Playground with custom GFRC equipment and bonded rubber surfacing

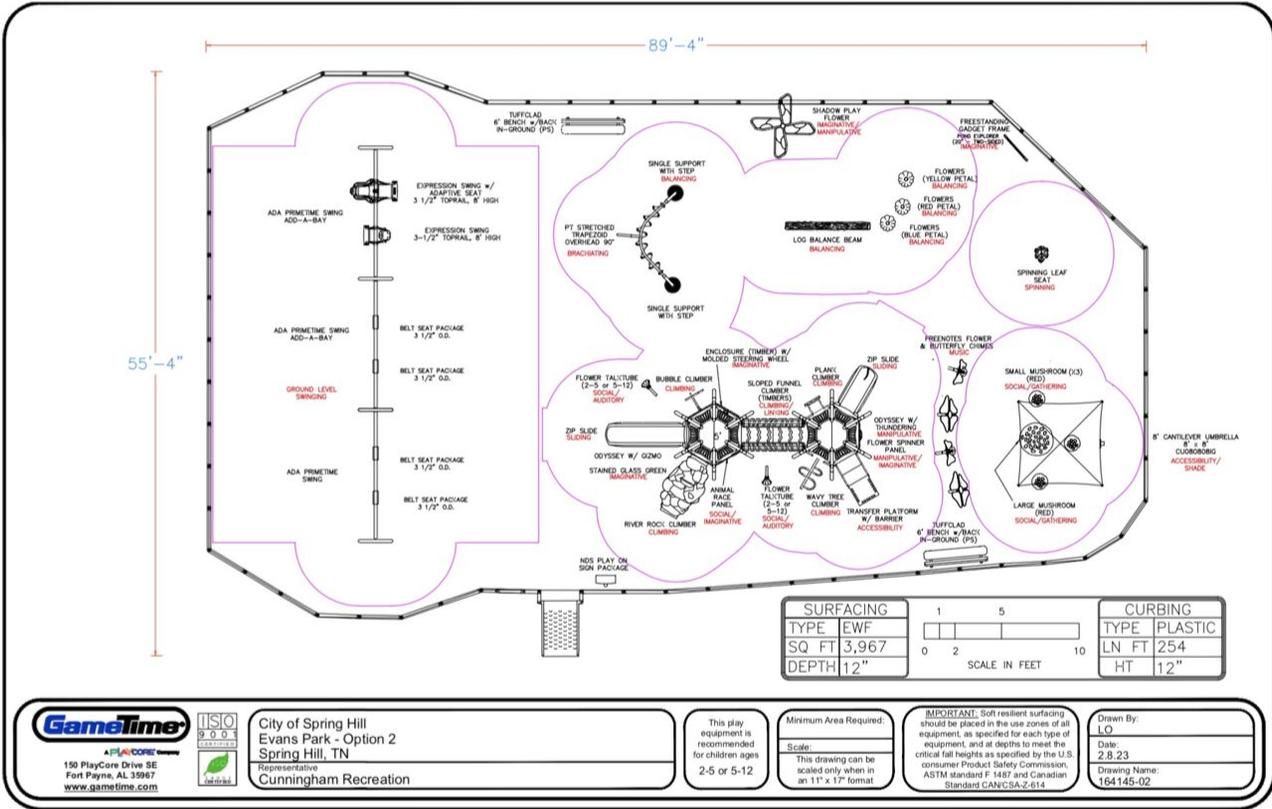
Evans Park
Option One



Evans Park
Option Two



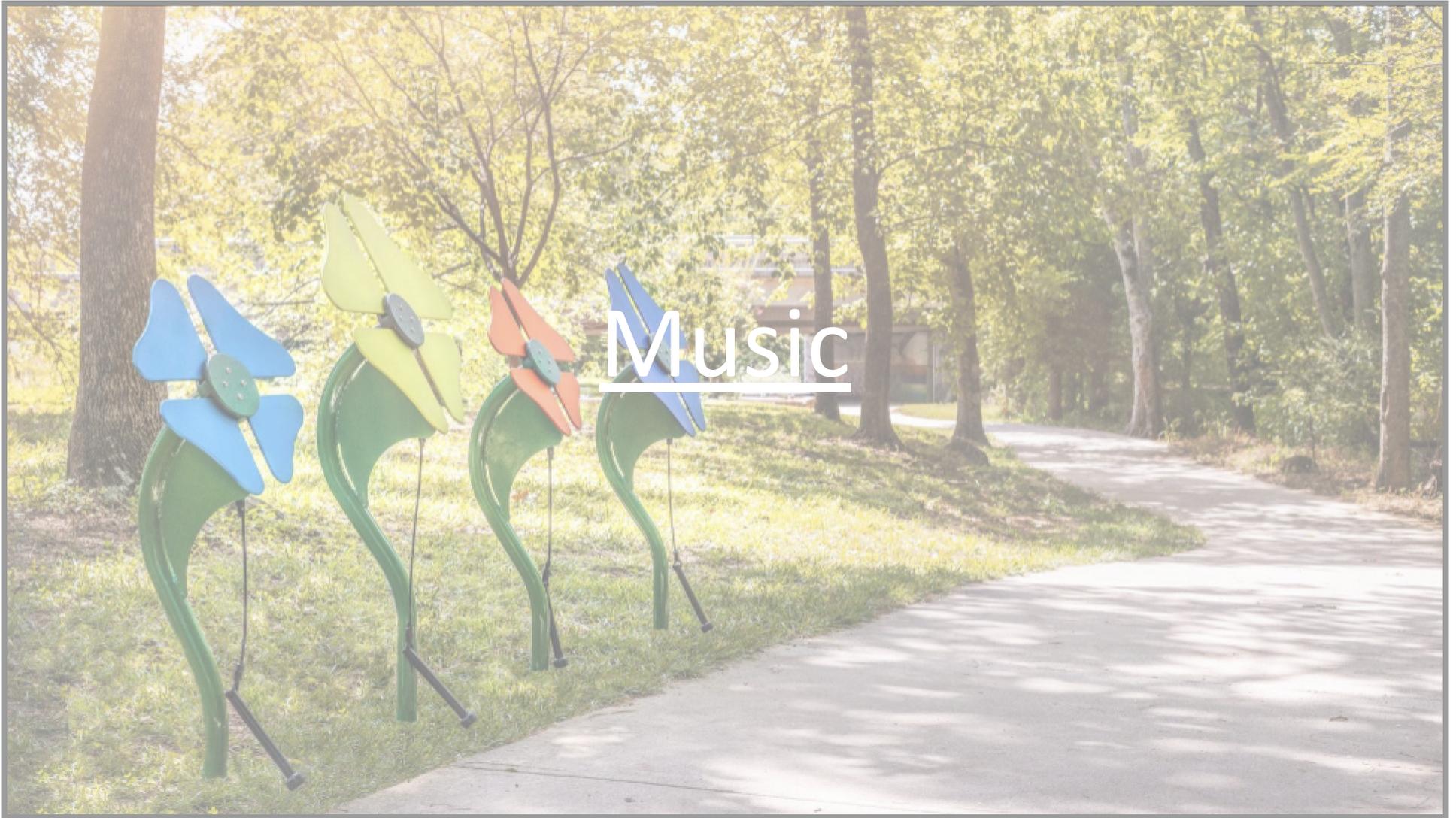
Evans Park Option Two Top-View





Expression Swing





NATIONAL DEMONSTRATION SITE NETWORK

TURNING RESEARCH INTO PRACTICE TO
PROMOTE COMMUNITY VITALITY



CORE[®]

Center for Outreach, Research & Education

Turning research into practice.[®]

We invest in knowledge.

We connect scholarly research with best practice resources.

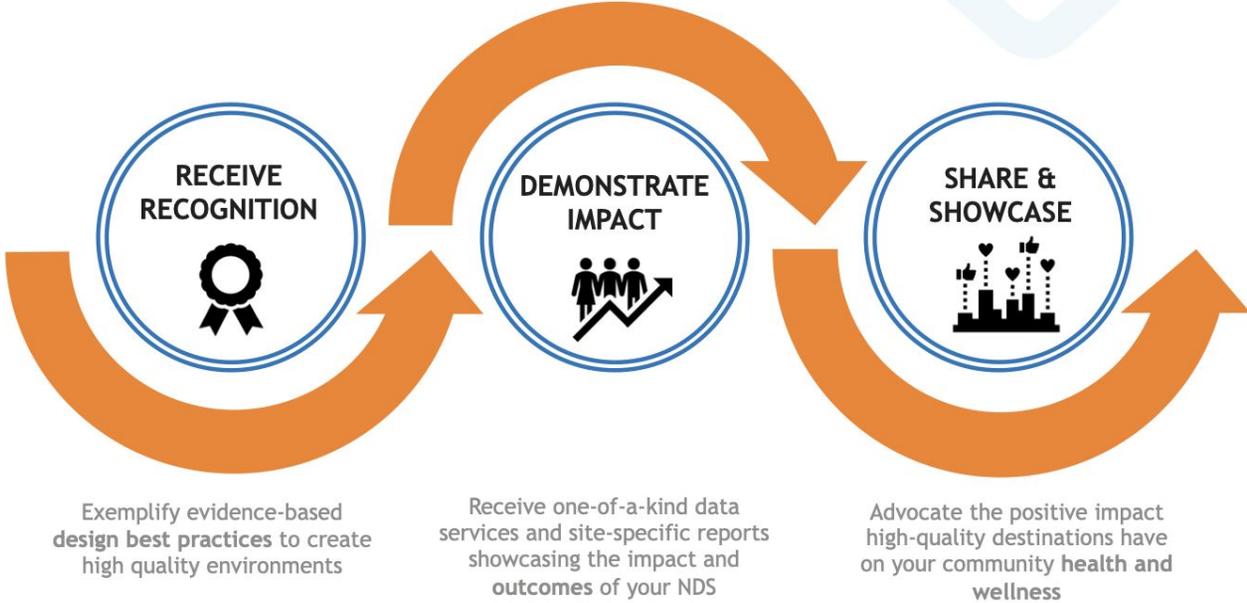
We provide continuing education for knowledge & community impact.

We champion innovative data-driven initiatives.





NATIONAL DEMONSTRATION SITE BENEFITS





FIVE EVIDENCE-BASED DESIGN CATEGORIES





DEMONSTRATE IMPACT

Receive Customized Data Reports for Your NDS

1

Before Opening



WHO can this Site Impact?
Local data points describe the impact your NDS will have on the area drawing population.

2

60+ Days Post Opening



WHAT is Actually Happening at the Site?
Mobility data (60+ days post opening) describes the pre and post usage outcomes and the estimated health savings.

3

50+ Scans Post Opening



HOW are Park Users Responding?
Self-reported user sentiments and usage outcomes after reaching 50+ signage scans from users of your NDS.

[Learn more playcore.com/nds](https://playcore.com/nds)



DEMONSTRATE IMPACT

Receive Customized Data Reports for Your NDS

1

Automatically
Receive
Before
Opening



NDS INITIAL IMPACT REPORT | BEATTIE PARK

Potential Site Impact

Impact Measures of Your Park
This park services **440,000+** people within the **5-mile radius** and offers a variety of community vitality benefits.

See how the location of your National Demonstration Site compares to state and national averages.

By providing a high-quality outdoor space for people of all ages and abilities, physical activity and mental respite, and meaningful amenities to enjoy, accessible to all, your park is vital to your community.

Measure	Your NDS Site Area	State Average	National Average	Measure Definition
Youth Obesity	2.2%	7%	4%	Overweight/obese of persons under age 18 who are at more than double according to the Census.
Adult Obesity	26.4%	27%	33%	Percent of adults with obesity according to the CDC.
Families in Poverty	17.5%	12%	11%	Estimated percent of all families that live in poverty according to the Census.
Adult Poor Mental Health	13.6%	14%	13%	Percent of adults reporting poor mental health for last week or more according to the CDC.
Walkability Index	6.6	15	20	Area identified by the Environmental Protection Agency (EPA) with indicators of good and better transportation infrastructure that promote walking as a mode of transportation.

CORE | DATA SERVICE LAB January 2023 4

NDS INITIAL IMPACT REPORT | BEATTIE PARK

Potential Health Savings

Annual Health Savings Projection for a Sample NDS Park

Parks provide many evidence-based benefits to communities including physical and mental (social/emotional) health. Now you can share data about these benefits in a way that connects to health savings. Utilizing an evidence-based algorithm, considering time of year, the type of park amenities, geographic, and average projected outdoor counts, we estimate user counts and the health savings they accrue from typical behaviors that occur in outdoor park spaces.

The estimation below is an example and a valuable starting point for planning and reporting the potential impact an average playground at your park can have on mental and physical health savings.

80% of adults across the NDS Network may have their 30 minutes (30 min for health benefits).

95% of adults across the network.

80% of adults across the network.

50% of adults across the network.

PHYSICAL HEALTH & COGNITIVE BENEFITS: Each additional play element within geographic area associated with nearly 50% more use and 50% more physical activity.

MENTAL HEALTH & EMOTIONAL BENEFITS: People who use within a quarter mile of park are more likely to report being the most mentally healthy.

SPEND ALL THEIR ENERGY WHILE LEARNING AND PLAYING!

80% of adults across the network.

PHYSICAL HEALTH SAVINGS: \$185,369 Annual Total Health Savings

PHYSICAL HEALTH SAVINGS: \$109,844 Annual Physical Health Savings

PHYSICAL HEALTH SAVINGS: \$75,525 Annual Mental Health Savings

Once your park has been open and used for over 60+ days, we can use the Health Impact Estimator Tool to run a Health Impact Estimation Report based on your actual usage data. See Next Steps at the end of this report to request your complimentary analysis.

CORE | DATA SERVICE LAB January 2023 5

WHO can this Site Impact?

Local data points describe the impact your NDS will have on the area drawing population.

Learn more playcore.com/nds

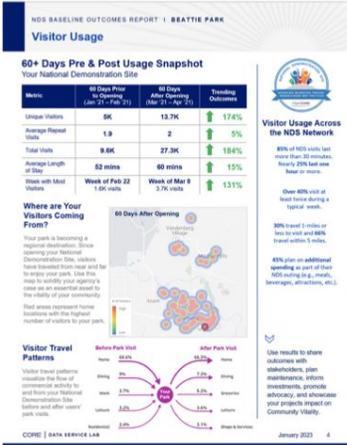
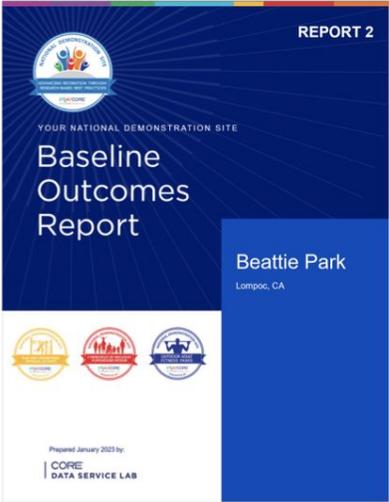


DEMONSTRATE IMPACT

Receive Customized Data Reports for Your NDS

2

Request 60+ Days Post Opening



WHAT is Actually Happening at the Site?

Mobility data (60+ days post opening) describes the pre and post usage outcomes and the estimated health savings.

Learn more playcore.com/nds

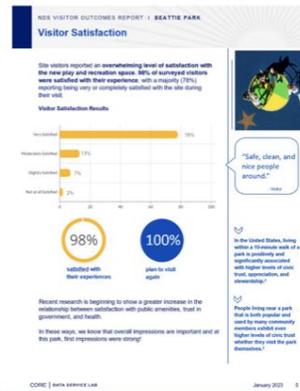


DEMONSTRATE IMPACT

Receive Customized Data Reports for Your NDS

3

Receive After Reaching 50+ Scans Post Opening



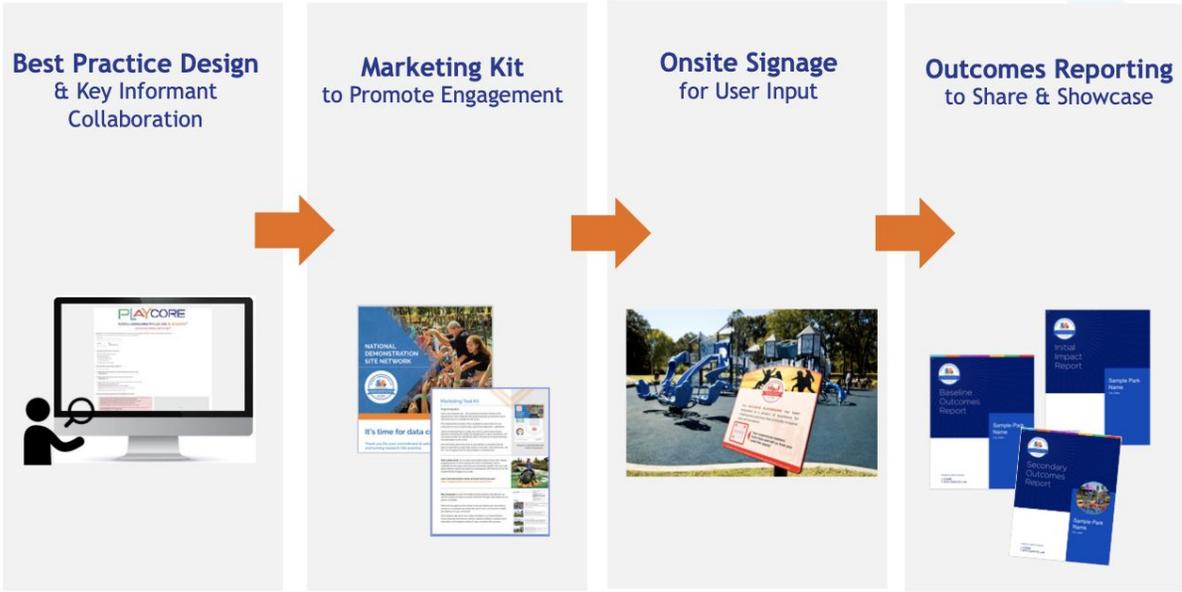
HOW are Park Users Responding?

Self-reported user sentiments and usage outcomes after reaching 50+ signage scans from users of your NDS.

Learn more playcore.com/nds

SHARE & SHOWCASE

Tools to Help You Advocate for the Health & Wellness Benefits of Your NDS





NATIONAL DEMONSTRATION SITE
 PLAY ON!™ PROMOTING PHYSICAL ACTIVITY
 PLAYCORE
 PRESENTED BY

YOUTH PHYSICAL ACTIVITY

The purpose of **Play On!** is to promote physical activity and fitness through six key elements of play and various levels of developmental challenge. Thoughtfully designed outdoor play environments are combined with creative playground learning activities to maximize movement and fun!

Research & Programming
 in partnership with:





Swinging

Brachiating

Sliding

Spinning

Climbing

Balancing







JOIN THE MOVEMENT! Turn Research into Practice



QUESTIONS?

Thank you!

Maggie McBrayer, CPSI
maggie@cunninghamrec.com

RESOLUTION 23-73

A RESOLUTION OF THE CITY OF SPRING HILL, TENNESSEE TO APPROVE A MEMOANDIUM OF UNDERSTANDING BETWEEN SPRING HILL FIRE DEPARTMENT AND COLUMBIA SOUTHERN UNIVERSITY

WHEREAS, the City of Spring Hill operates a career fire department; and

WHEREAS, the Fire Department Administration desires to increase the knowledge, skills, and abilities of its staff through professional development and higher education learning to promote excellence in the fire and emergency service profession; and

WHEREAS, the demand for an undergraduate and graduate degrees for officer level promotions is an industry standard supported by the US Fire Administration through the Fire and Emergency Services Higher Education Initiative; and

WHEREAS, the City of Spring Hill has an opportunity to build a Learning Partner relationship with Columbia Southern University, an accredited distance learning university.

NOW, THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee to authorize a Memorandum of Understanding between the City of Spring Hill and Columbia Southern University for the ongoing partnership with Spring Hill Fire Department.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 1st Day of May, 2023.

ATTEST:

Jim Hagaman, Mayor

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: **Approval of Resolution 23-73**
SUBMITTED BY: **Graig Temple, Fire Chief**
DATE: **May 1, 2023**
RE: **MOU with Columbia Southern University**

PURPOSE:

The purpose of this resolution is to establish a non-exclusive Memorandum of Understanding with Columbia Southern University to take advantage of educational savings for Fire Department Staff attending college at CSU.

BACKGROUND:

Columbia Southern University is an accredited online university that specializes in undergraduate and graduate level education that is geared towards military and first responders. Courses in Occupational Safety and Health, Fire Science, Fire Administration and Fire Executive Leadership, as well as Homeland Security, Business and Emergency Management highlight some of their most popular courses.

The Learning Partner Agreement will provide a 10% reduction in tuition for Staff and waive application fees. Additionally, four times a year staff can apply for a Learning Partner Scholarship.

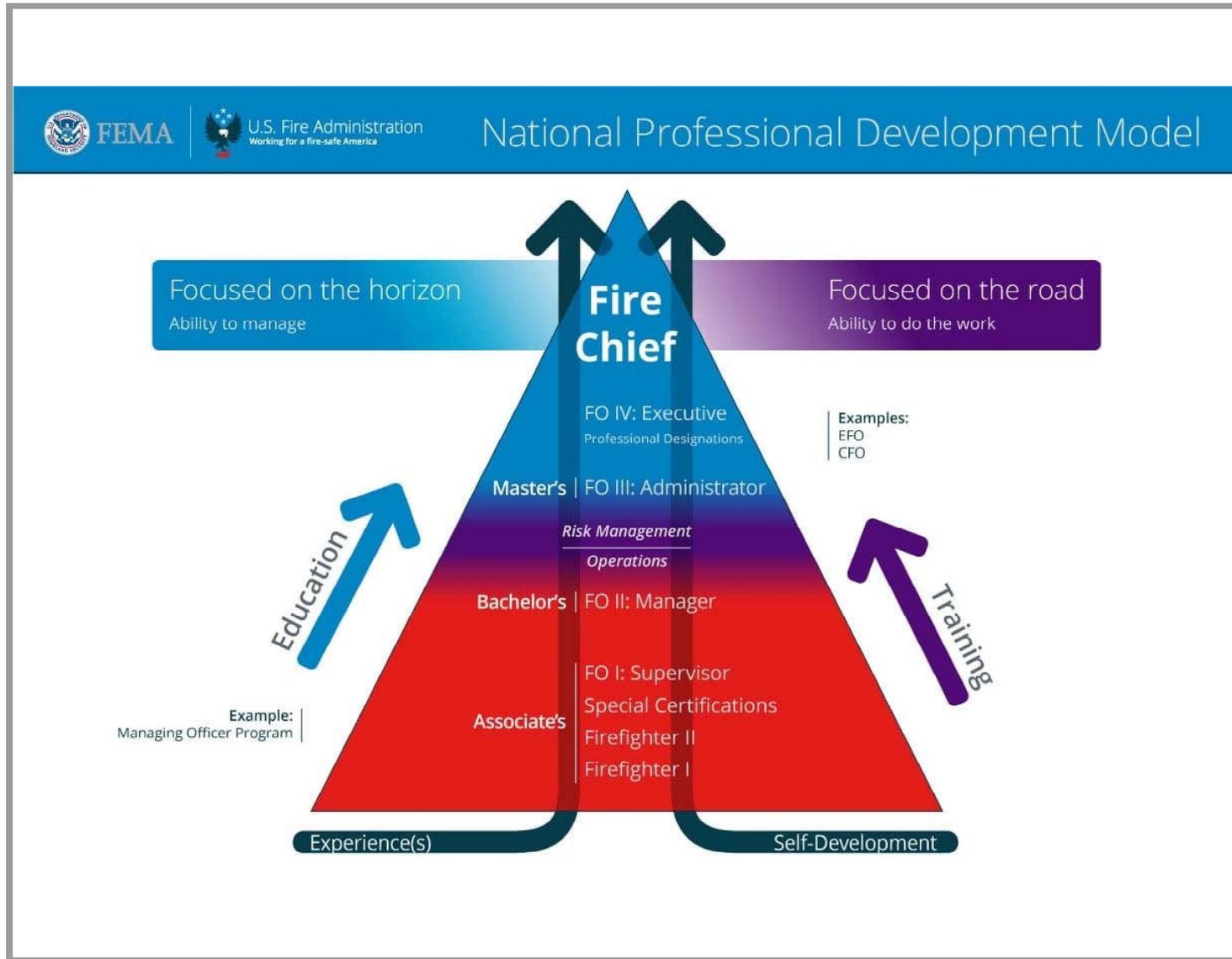
FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-73 to:

- Authorize the establishment of an MOU between the Spring Hill Fire Department and Columbia Southern University to initiate a Learning Partnership between the entities.





**COLUMBIA
SOUTHERN**
UNIVERSITY

Learning Partnership

FREQUENTLY ASKED QUESTIONS

How does a Learning Partnership work?

CSU Learning Partners sign a non-binding agreement that allows our institution to offer a 10% tuition discount on all online classes to your employees/members along with an application fee waiver (\$25 value). Textbooks are provided at no cost.

Can my family receive the Learning Partner Discount?

Spouses and children of employees/members are also eligible to take advantage of these benefits.

What is the cost?

There is no cost to become a learning partner.

How many employees have to enroll if we become a Learning Partner?

There is no specific number of employees that have to enroll.

When will my Partnership begin?

The partnership will begin upon receipt of the signed MOU and completed questionnaire.

Can the non-binding Learning Partnership agreement be changed to fit my guidelines?

Yes, we can adapt the agreement to fit your guidelines and policies. We do ask permission to place your business/organization name and logo (if provided) on our website.

How long does the Learning Partnership last?

The Learning Partnership remains active indefinitely or until either party chooses to discontinue the relationship.

By becoming a Learning Partner, are we agreeing that our employees/members will only use CSU?

No, the partnership agreement is non-exclusive. It simply means that if any of your employees/members choose to become a student with our institution, they will receive the benefits included in the partnership agreement.

Are there scholarship opportunities for CSU Learning Partners?

Yes! CSU offers a Learning Partner scholarship four times a year.

The Learning Partner scholarship will be applied directly to the recipient's tuition for up to 60 credit hours, three years, or until the completion of the selected online degree program, whichever comes first.

What is CareerQuest?

Career Quest is a web-based employment management system powered by the NACElink Network. This is an outstanding source available to you that will assist in your search for highly-qualified college students and graduates for internships, part-time, and full-time career opportunities. Through CareerQuest you may also share career opportunities with CSU students and alumni.



Memorandum of Understanding

(This MOU is not a legally binding contract and may be canceled at any time without penalty or recourse)

About the Institution:

Columbia Southern University (CSU), is an online university accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

Spring Hill Fire Department

wishes to offer educational opportunities to its employees/members by becoming a Columbia Southern University (CSU) Learning Partner. This partnership is designed to assist Learning Partner employees/members in achieving their educational goals in career appropriate disciplines.

A. Learning Partner benefits include:

- » 10% tuition discount on all classes and waiver of the Application Fee. This benefit extends to spouses and children of the Learning Partner employee/member.
- » Textbooks provided at no cost.
- » Exclusive scholarship opportunities for Learning Partner employees/members.
- » A complimentary evaluation of previously earned educational credits and training/professional certifications for consideration of transfer credit.
- » Complimentary access to our Writing and Math specialists through the Student Success Center.
- » A dedicated landing page for Learning Partners on the CSU website for prospective students and student enrollments.

B. Learning Partner benefits may also include:

- » Designation of the Learning Partner name on the CSU website and University marketing materials.
- » Display of the Learning Partner's logo (if provided) on the CSU website and University marketing materials.
- » Feature articles of the Learning Partner through press releases and marketing campaigns.
- » Complimentary access to CSU Career Quest to advertise employment and internship opportunities.
- » Scheduled visits or presentations to promote the Learning Partnership benefits to Learning Partner employees/ members.
- » Discounts on Continuing Education training and learning opportunities.

C. As a Learning Partner, the organization will:

- » Agree to inform all employees/ members of the Learning Partner relationship and benefits as one of their options for education.
- » Keep CSU informational materials on site and make them available to employees/members.
- » Assign a liaison within the Learning Partner who is willing to accept and distribute communications from the CSU liaison and/or a CSU representative.
- » Provide information to the CSU liaison regarding Employee Benefits Fairs and Education Fairs once date and time have been established.
- » Agree to be contacted via email by a representative of Columbia Southern University and/or Columbia Southern Education Group.

OK Any use of CSU logos or descriptions for display on company websites, advertising, or used for any marketing purposes **MUST** be submitted to CSU for approval prior to publication or display

This Learning Partnership will take effect from the date of signing and will remain in effect unless terminated by one or both parties.

This Memorandum is agreed to and executed on this 1st day of May in the year 2023.

LEARNING PARTNER

PARTNER SIGNATURE

Jim Hagaman
PRINT NAME

Mayor
TITLE

COLUMBIA SOUTHERN UNIVERSITY

CSU OUTREACH REPRESENTATIVE

COORDINATOR OF CORPORATE PARTNERSHIP

Columbia Southern University, Learning Partnership • 21982 University Lane, Orange Beach, AL 36561 • Phone: 800.344.5021 • Fax: 251.968.3384

ColumbiaSouthern.edu/Partners



**COLUMBIA
SOUTHERN**
UNIVERSITY

Learning Partnership Questionnaire

To complete the Learning Partner process and receive the partnership benefits, please provide answers for the questions below:

1. Tell us about your company/organization:

Spring Hill Fire Department

NAME OF COMPANY/ORGANIZATION

199 Town Center Parkway

PHYSICAL ADDRESS

Spring Hill, TN 37174

CITY STATE ZIP CODE

E-Mail

BEST CONTACT METHOD

<https://www.springhilltn.org/165/E>

COMPANY WEBSITE

2. List the liaison your organization has chosen, along with his/her title, phone number and email address.

Graig Temple

LIAISON NAME

Fire Chief

TITLE

(931) 451-0636

PHONE

gtemple@springhilltn.org

EMAIL ADDRESS

3. Provide the name, title, and contact information for a secondary point of contact to assist in your absence.

Kevin Glenn

SECONDARY CONTACT NAME

Deputy Chief

TITLE

(931) 451-0651

PHONE

kglenn@springhilltn.org

EMAIL ADDRESS

4. Total number of employees and/or members associated with your company/organization?

64

5. Does your company/organization offer tuition assistance or reimbursement for educational expenses?

Yes No

6. Does your organization require or recommend additional education for advancement?

Yes No

7. Which manner do you prefer to promote CSU and the partnership within your company/organization? (check all that apply)

- Visit, Presentations Intranet
 Flyers, catalogs, etc. Exclusive Emails
 E-Newsletter

8. A CSU Outreach Representative may be in your area and may contact the liaison you have assigned to visit your company/organization. With your consent, the Outreach Representative will conduct presentations and meet with those interested in furthering their education.

Would you like one of our Outreach Representatives to visit or present to your company/organization?

Yes No

9. Does your company/organization host an annual Employee Benefits Fair/Educational Fair?

Yes No

10. Would you like for an Outreach Representative to attend your annual Employee Benefits Fair/Educational Fair?

Yes No

Please ask current CSU students to contact their Admission/Student Services representative to have the partnership added to their record to obtain the Learning Partner discount.

If you have an employee who is interested in receiving more information about CSU, our Corporate Relations Coordinator available to answer any questions at 800.344.5021 or LearningPartners@ColumbiaSouthern.edu.

RESOLUTION 23-74

A RESOLUTION TO AUTHORIZE TEMPORARY ROAD CLOSURE AND MODIFIED TRAFFIC PATTERN ON BEECHCROFT ROAD (TN-247) FOR INSTALLATION OF WATER AND SEWER SERVICE FOR THE JMB TOWN HOMES.

WHEREAS, Crunk Engineering on behalf of John Maher Builders, Inc. contacted City Staff requesting road closure of Beechcroft Road (TN-247) in order to water service installation; and

WHEREAS, John Maher Builders, Inc. must provide a specified date range and time of day for the proposed Beechcroft Road closure and alternative traffic pattern to the City Engineering and Director of Public Works prior to start of construction; and

WHEREAS, John Maher Builders, Inc. must provide an updated traffic control plan submitted for approval by the City Engineer and prior to the beginning of construction; and

WHEREAS, John Maher Builders, Inc. must provide advanced signing, including message boards in place (no less than 14 days prior to, in the form of changeable message boards) for notification of upcoming closure; and

WHEREAS, John Maher Builders, Inc. hours of operation will be limited to 9AM – 2:30PM on Mondays and 8AM – 2:30PM Tuesday through Friday due to limiting traffic disturbance during school traffic hours; and

WHEREAS, the City of Spring Hill has confirmed with TDOT that the proposed closure and revised traffic pattern is acceptable, given the road is a state ROW.

NOW, THEREFORE BE IT RESOLVED that the Board of Mayor and Alderman of the City of Spring Hill authorizes the proposed road closure of Beechcroft Road to allow for water utility service installation to begin within thirty (30) days following approval of an updated traffic control plan by the City Engineer and provisions of providing specified date and times of the lane closures so that the general public can be notified accordingly.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 1st Day of May, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

City of Spring Hill
 5000 Northfield Lane
 Suite 520
 Spring Hill, TN. 37174

Phone 931-486-2252 Ext. 212
 Fax: 931-486-3596

Email Applications to: permits@springhilltn.org



Application for a Franchise Utilities Boring & Open Cut Permit

Permit Fee: \$50.00

Aerial of Location Required

PROJECT NAME	19024 - JMB Beechcroft Townhomes
LOCATION	Address: <u>375 Beechcroft Rd.</u>
FOR WORK	Subdivision: _____ County: <u>Williamson County</u>
PERMIT NEEDED	Boring <input type="checkbox"/> Open Cut <input checked="" type="checkbox"/>
CITY CONTACT	<u>Contact for approval before work starts:</u> Jessica Weaver; 931-486-2252 ext. 483; jweaver@springhilltn.org Tyler Scroggins; 931-486-2252 ext. 479; tscroggins@springhilltn.org
Contract See Attached for Bond Required	TN License# <u>00021786</u> Name: <u>McMillan Construction Company, LLC</u> Address: <u>98 Beta Dr.</u> City/State: <u>Franklin, TN</u> Zip Code: <u>37064</u> Phone: <u>(615) 591-9364</u> Email: <u>taft@mcmillansitework.com</u>

1. Cash or Surety Bond Required in the amount of \$7,500.00.
2. Insurance required, \$500,000.00, Certificate Holder, City of Spring Hill.
3. Verification of public notification regarding road and lane closures. (If Applicable)

Adam Cant 03/29/23
 Applicant Signature Date

Public Utilities Date
Tyler Scroggins 4-25-23
 Public Works Date

JMB BEECHCROFT TOWNHOMES

375 BEECHCROFT ROAD
SPRING HILL, TENNESSEE

OPEN TRENCH TRAFFIC CONTROL PLAN

Sheet List Table	
Sheet Number	Sheet Title
T1.0	COVER SHEET
T2.0	NOTES
T3.0	TRAFFIC CONTROL PLAN
T3.1	TRAFFIC DETOUR PLAN
T3.2	PROJECT SITE PLAN

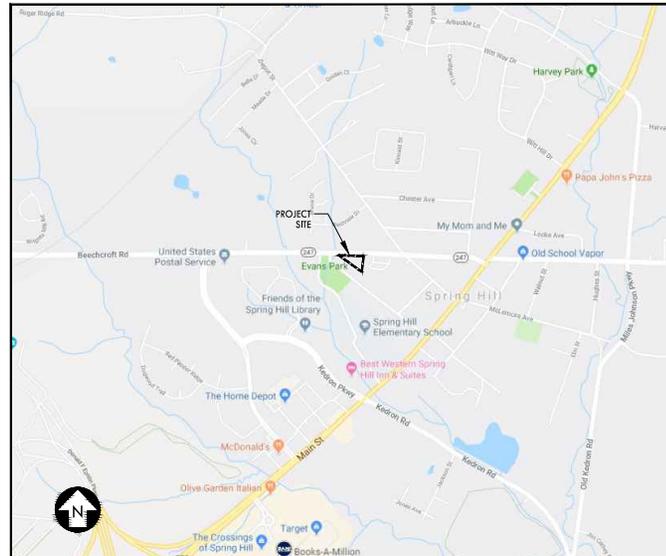
STAKEHOLDERS

CONSULTANT

Crunk Engineering LLC
7112 CROSSROADS BLVD, STE 201
BRENTWOOD, TN 37027
Contact: Adam Crunk, PE
Phone: 615.873.1795
Email: adam@crunkeng.com

DEVELOPER

John Maher Builders, Inc.
P.O. Box 681727
Franklin, TN 37174
Contact: John Maher
Phone: 931.489.1981



LOCATION MAP
NOT TO SCALE

**TDOT REGION 3 UTILITIES PERMIT #
GA-2007068894-2023**

APPROVED JANUARY 18, 2023

CONTRACTOR TO NOTIFY THE DISTRICT UTILITY INSPECTOR
AT LEAST 3 WORKING DAYS PRIOR TO CONSTRUCTION.

DISTRICT UTILITY INSPECTOR:
ZACHARY FUJHART
(615) 952-0593 (o) (931) 296-9606

CRUNK ENGINEERING LLC
 7112 CROSSROADS BLVD
 BRENTWOOD, TN 37027
 (615) 873-1795
 WWW.CRUNKENG.COM



JMB BEECHCROFT TOWNHOMES
 375 BEECHCROFT ROAD
 SPRING HILL, TENNESSEE

REVISIONS	
No.	DATE
1	04/13/2023

03/29/2023 19024

T0.0

COVER SHEET

CITY OF SPRING HILL PAVEMENT EDGE DROP-OFF NOTES:

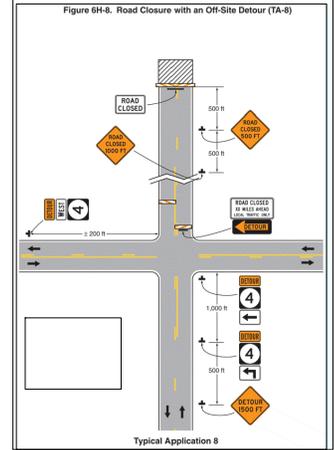
- A. PAVEMENT EDGE DROP-OFF GUIDELINES USED DURING THE CONSTRUCTION OF BASE, PAVING, AND RESURFACING OPERATIONS BETWEEN ADJACENT TRAFFIC LANES OR TRAFFIC LANE AND SHOULDER WHERE THE TRAFFIC LANE IS BEING USED BY TRAFFIC.
 1. IF THE DIFFERENCE IN ELEVATION BETWEEN ADJACENT TRAFFIC LANES OR TRAFFIC LANE AND SHOULDER ARE GREATER THAN 0.75 INCH AND NOT EXCEEDING 1.75 INCHES THEN:
 - a. WARNING SIGNS (UNEVEN LANES (WB-1) AND/OR SHOULDER DROP-OFF WITH PLACQUE (WB-7 AND WB-7P)) SHALL BE PLACED IN ADVANCE OF AND THROUGHOUT THE EXPOSED AREA. MAXIMUM SPACING BETWEEN SIGNS SHALL BE 200 FEET WITH A MINIMUM OF 2 SIGNS PER EXPOSED AREA.
 1. IF THE DIFFERENCE IN ELEVATION BETWEEN ADJACENT TRAFFIC LANES BEING UTILIZED BY TRAFFICS CAUSED BY ADDED PAVEMENT, THEN DIFFERENCE SHALL BE ELIMINATED WITHIN THREE WORKDAYS.
 2. IF DIFFERENCES IN ELEVATION BETWEEN ADJACENT TRAFFIC LANES BEING UTILIZED BY TRAFFICS CAUSED BY COLD PLACING, THEN DIFFERENCE SHALL BE ELIMINATED WITHIN THREE WORKDAYS.
 3. IF THE DIFFERENCE IN ELEVATION IS BETWEEN THE TRAFFIC LANE BEING UTILIZED BY TRAFFIC AND THE SHOULDER, THEN THE DIFFERENCE IN ELEVATION SHALL BE ELIMINATED WITHIN SEVEN WORKDAYS AFTER THE CONSTRUCTION IS COMPLETED.
 2. IF THE DIFFERENCE IN ELEVATION BETWEEN ADJACENT TRAFFIC LANES OR TRAFFIC LANE AND SHOULDER ARE GREATER THAN 1.75 INCHES AND NOT EXCEEDING 4 INCHES (TRAFFIC IS NOT ALLOWED TO TRANSVERSE THE DIFFERENCE IN ELEVATION) THEN:
 - a. SEPARATION SHALL BE ACCOMPLISHED BY DRUMS, BARRICADES OR OTHER APPROVED DEVICES IN ACCORDANCE WITH THE FOLLOWING:
 - (i) THE MAXIMUM SPACING OF THE PROTECTIVE DEVICES SHALL NOT EXCEED 25 FEET.
 - b. IF THE DIFFERENCE IN ELEVATION IS ELIMINATED OR DECREASED TO 7 INCHES OR LESS BY THE END OF EACH WORKDAY, THEN CONES MAY BE USED DURING DAYLIGHT HOURS IN LIEU OF DRUMS, BARRICADES OR OTHER APPROVED PROTECTIVE DEVICES MENTIONED IN PARAGRAPH A. PROVIDED THAT WARNING SIGNS ARE ERECTED.
 - (1) WARNING SIGNS (UNEVEN LANES AND/OR SHOULDER DROP-OFF) SHALL BE PLACED IN ADVANCE OF AND THROUGHOUT THE EXPOSED AREA. MAXIMUM SPACING BETWEEN SIGNS SHALL BE 200 FEET WITH A MINIMUM OF 2 SIGNS PER EXPOSED AREA.
 3. IF THE DIFFERENCE IN ELEVATION BETWEEN ADJACENT TRAFFIC LANES OR TRAFFIC LANE AND SHOULDER ARE GREATER THAN 8 INCHES BUT NOT EXCEEDING 18 INCHES, THE CONTRACTOR WITH THE CITY ENGINEER'S APPROVAL, MAY UTILIZE THE FOLLOWING:
 - a. THE CONTRACTOR SHALL ACCOMPLISH SEPARATION BY DRUMS, BARRICADES OR OTHER APPROVED DEVICES IN ACCORDANCE WITH THE FOLLOWING:
 - (i) THE MAXIMUM SPACING OF THE PROTECTIVE DEVICES SHALL NOT EXCEED 25 FEET.
 - b. IN ORDER TO USE THIS METHOD, THE CONTRACTOR MUST REDUCE THE DIFFERENCE IN ELEVATION TO 4 INCHES OR LESS BY THE END OF THE WORKDAY IN WHICH THE CONDITION IS CREATED.
 - n. IF THE LOWER ELEVATION IS AT OR BELOW SUBGRADE AT THE END OF EACH WORKDAY, THEN THE CONTRACTOR SHALL CONSTRUCT A STONE WEDGE WITH A 4:1 SLOPE, OR FLATTER, TO ELIMINATE THE ELEVATION DIFFERENCE.
 - c. IF THE LOWER ELEVATION IS BASE TO THE OR ASPHALT PAVEMENT, THEN THE PLACEMENT OF SUBSEQUENT LAYERS OF PAVEMENT MUST BEGIN THE NEXT WORKDAY AND PROCEED CONTINUOUSLY UNTIL THE DIFFERENCE IN ELEVATION IS ELIMINATED OR REDUCED TO SIX INCHES OR LESS.
 4. OR THE CONTRACTOR SHALL PROVIDE SEPARATION BY PORTABLE BARRIER RAIL.
 - a. AND/OR THE CONTRACTOR SHALL USE THE SHOULDER DROP-OFF WARNING SIGN WITH PLACQUE (WB-7) AND WB-7P. IT SHALL BE PLACED IN ADVANCE OF AND THROUGHOUT THE EXPOSED AREA. MAXIMUM SPACING BETWEEN THE SIGNS SHALL BE 200 FEET WITH A MINIMUM OF 2 SIGNS PER EXPOSED AREA.
 - b. IF THE DIFFERENCE IN ELEVATION BETWEEN ADJACENT TRAFFIC LANES OR TRAFFIC LANE AND SHOULDER GREATER THAN 18 INCHES, SEPARATION WILL BE PROVIDED BY USE OF PORTABLE BARRIER RAIL.
 - n. PAVEMENT EDGE DROP-OFF GUIDELINES USED DURING GRADING, EXCAVATION FOR UTILITIES, DRAINAGE STRUCTURES, UNDERCUTTING, ETC. WITHIN 10 FEET OF THE NEAREST TRAFFIC LANE BEING USED BY TRAFFIC:
 1. IF THE DIFFERENCE IN ELEVATION IS WITHIN 10 FEET OF THE NEAREST TRAFFIC LANE WITH A DIFFERENCE IN ELEVATION GREATER THAN 3/4 INCH AND NOT EXCEEDING 2 INCHES:
 - a. WARNING SIGNS (UNEVEN LANES AND/OR SHOULDER DROP-OFF) SHALL BE PLACED IN ADVANCE OF AND THROUGHOUT THE EXPOSED AREA. MAXIMUM SPACING BETWEEN SIGNS SHALL BE 200 FEET WITH A MINIMUM OF 2 SIGNS PER EXPOSED AREA.
 2. IF THE DIFFERENCE IN ELEVATION IS WITHIN 10 FEET OF THE NEAREST TRAFFIC LANE WITH A DIFFERENCE IN ELEVATION GREATER THAN 2 INCHES AND NOT EXCEEDING 8 INCHES THEN:
 - a. SEPARATION SHALL BE ACCOMPLISHED BY DRUMS, BARRICADES OR OTHER APPROVED DEVICES IN ACCORDANCE WITH THE FOLLOWING:
 - (i) THE MAXIMUM SPACING OF THE PROTECTIVE DEVICES SHALL NOT EXCEED 25 FEET.
 - b. AT THE END OF DAILY OPERATIONS, THE VERTICAL OFFSET MUST BE ELIMINATED BY CONSTRUCTING A STONE WEDGE OR GRADING TO A 4:1 SLOPE, OR FLATTER, OR USE PORTABLE BARRIER RAIL.
 - (i) THE CONTRACTOR SHALL SCHEDULE THE WORK SO AS TO MINIMIZE THE TIME TRAFFIC IS EXPOSED TO AN ELEVATION DIFFERENCE, ONCE THE CONTRACTOR BEGINS AN ACTIVITY THAT CREATES AN ELEVATION DIFFERENCE WITHIN 10 FEET OF A TRAFFIC LANE, THE ACTIVITY SHALL BE PURSUED AS A CONTINUOUS OPERATION UNTIL THE ELEVATION DIFFERENCE IS ELIMINATED.
 3. IF THE DIFFERENCE IN ELEVATION IS GREATER THAN 8 INCHES AND NOT EXCEEDING 18 INCHES, SEPARATION SHALL BE ACCOMPLISHED BY DRUMS, BARRICADES OR OTHER APPROVED DEVICES IN ACCORDANCE WITH THE FOLLOWING:
 - (i) THE MAXIMUM SPACING OF THE PROTECTIVE DEVICES SHALL NOT EXCEED 25 FEET.
 - c. PAVEMENT EDGE DROP-OFF GUIDELINES USED DURING GRADING, EXCAVATION FOR UTILITIES, DRAINAGE STRUCTURES, UNDERCUTTING, ETC. FURTHER THAN 10 FEET FROM THE NEAREST TRAFFIC LANE BUT NOT MORE THAN 10 FEET FROM THE NEAREST TRAFFIC LANE BEING USED BY TRAFFIC:
 1. THE MAXIMUM SPACING OF THE PROTECTIVE DEVICES SHALL NOT EXCEED 10 FEET.
 2. THE CONTRACTOR SHALL SCHEDULE THE WORK SO AS TO MINIMIZE THE TIME TRAFFIC IS EXPOSED TO AN ELEVATION DIFFERENCE, ONCE THE CONTRACTOR BEGINS AN ACTIVITY THAT CREATES AN ELEVATION DIFFERENCE, THE ACTIVITY SHALL BE PURSUED AS A CONTINUOUS OPERATION UNTIL THE ELEVATION DIFFERENCE IS ELIMINATED.
 - d. PAVEMENT EDGE DROP-OFF GUIDELINES USED DURING EXCAVATION FOR UTILITIES, DRAINAGE STRUCTURES, UNDERCUTTING, ETC. WITHIN EXISTING TRAVEL LANE THAT IS TEMPORARILY CLOSED AND TO BE REOPENED TO TRAFFIC AT END OF DAILY OPERATIONS:
 1. DURING DAILY ACTIVE CONSTRUCTION:
 - a. PROPER LANE CLOSURE SIGNAGE AND DEVICES PER MOST CURRENT MUTCD MUST BE IN PLACE.
 - b. EXCAVATION AREA TRENCH SEPARATION SHALL BE ACCOMPLISHED BY DRUMS, BARRICADES OR OTHER APPROVED DEVICES IN ACCORDANCE WITH THE FOLLOWING:
 - (i) THE MAXIMUM SPACING OF THE PROTECTIVE DEVICES SHALL NOT EXCEED 15 FEET.
 2. AT END OF DAILY CONSTRUCTION ACTIVITIES:
 - a. EXCAVATION AREA TRENCH MUST BE BACKFILLED BY APPROVE METHODS OR PROTECTED BY CITY APPROVED MEANS
 - b. EXCAVATION AREA TRENCH SEPARATION SHALL BE REMOVED.
 3. LANE CLOSURE SIGNAGE AND DEVICES REMOVED AND TRAFFIC LANE OPENED.

GENERAL CONSTRUCTION SEQUENCING AND TRAFFIC CONTROL NOTES:

1. LANE CLOSURES SHALL NOT OCCUR UNTIL AFTER SCHOOL BEGIN SESSION EACH DAY. ON MONDAY IT WILL BE RAIN AND ON TUESDAY - FRIEDAY IT WILL BE RAIN. ALL LANES SHALL BE BACK OPEN BY 2:30PM EACH WEDNESDAY.
2. LANE CLOSURES ARE TO BE COORDINATED WITH AND APPROVED BY THE CITY OF SPRING HILL PUBLIC WORKS A MINIMUM OF 14 DAYS PRIOR TO THE CLOSURE.
3. PUBLIC NOTICE MUST BE POSTED ON SITE A MINIMUM OF 14 DAYS PRIOR TO CONSTRUCTION. ANY POSTED SIGNAGE MUST BE INSTALLED SECURELY AND APPROPRIATELY WEATHERPROOFED.
4. DETRIE SIGNAGE SHOULD BE REMOVED/COVERED AT THE END OF THE WORK DAY AND ONLY BE VISIBLE WHEN CONDITIONS PERMIT.
5. ALL WORK ZONE TRAFFIC CONTROL (SIGNING, WARNING, TAPERS, DEVICES, ETC) SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE MUTCD AND APPLICABLE TOOL WORK ZONE TRAFFIC CONTROL STANDARDS DRAWINGS. THESE TRAFFIC CONTROL PLANS DO NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF INSTALLING REQUIRED TRAFFIC CONTROL DEVICES ACCORDING TO THE MUTCD AS OTHER SIGNAGE MAY BE REQUIRED DURING VARIOUS PHASES OF CONSTRUCTION.
6. TRAFFIC CONTROL SIGNAGE TO BE 36"x36".
7. ANY OPEN TRENCH NOT BACKFILLED AT THE END OF DAILY OPERATIONS SHALL BE PROTECTED BY STEEL PLATES.
8. THE ADVANCE WARNING SIGNS ARE TO BE PLACED PRIOR TO CONSTRUCTION AND SHALL REMAIN IN PLACE UNTIL PROJECT IS COMPLETE.
9. CONTRACTOR TO VISUALLY COVER ALL CONFLICTING SIGNS DURING CONSTRUCTION.
10. CONTRACTOR RESPONSIBLE FOR COMMUNICATING TO THE CITY'S REPRESENTATIVE SHOULD THERE BE ANY CHANGES TO THE CONSTRUCTION SCHEDULING.
11. PROJECT PARKING AND STAGING WILL BE CONTAINED TO THE PARCEL UNDER DEVELOPMENT AS PART OF THE PROJECT. ONLY THE CONSTRUCTION EQUIPMENT WILL BE LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY AS NECESSARY.

TRAFFIC CONTROL - TEMPORARY ROAD CLOSURE

MUTCD 2009 EDITION PART 6 FIGURE 6A-8 - ROAD CLOSURE WITH AN OFF-SITE DETOUR (TA-8)



CRUNK ENGINEERING LLC
 7112 CROSSROADS BLVD
 BIRMINGHAM, AL 35207
 (615) 973-1795
 WWW.CRUNKENG.COM

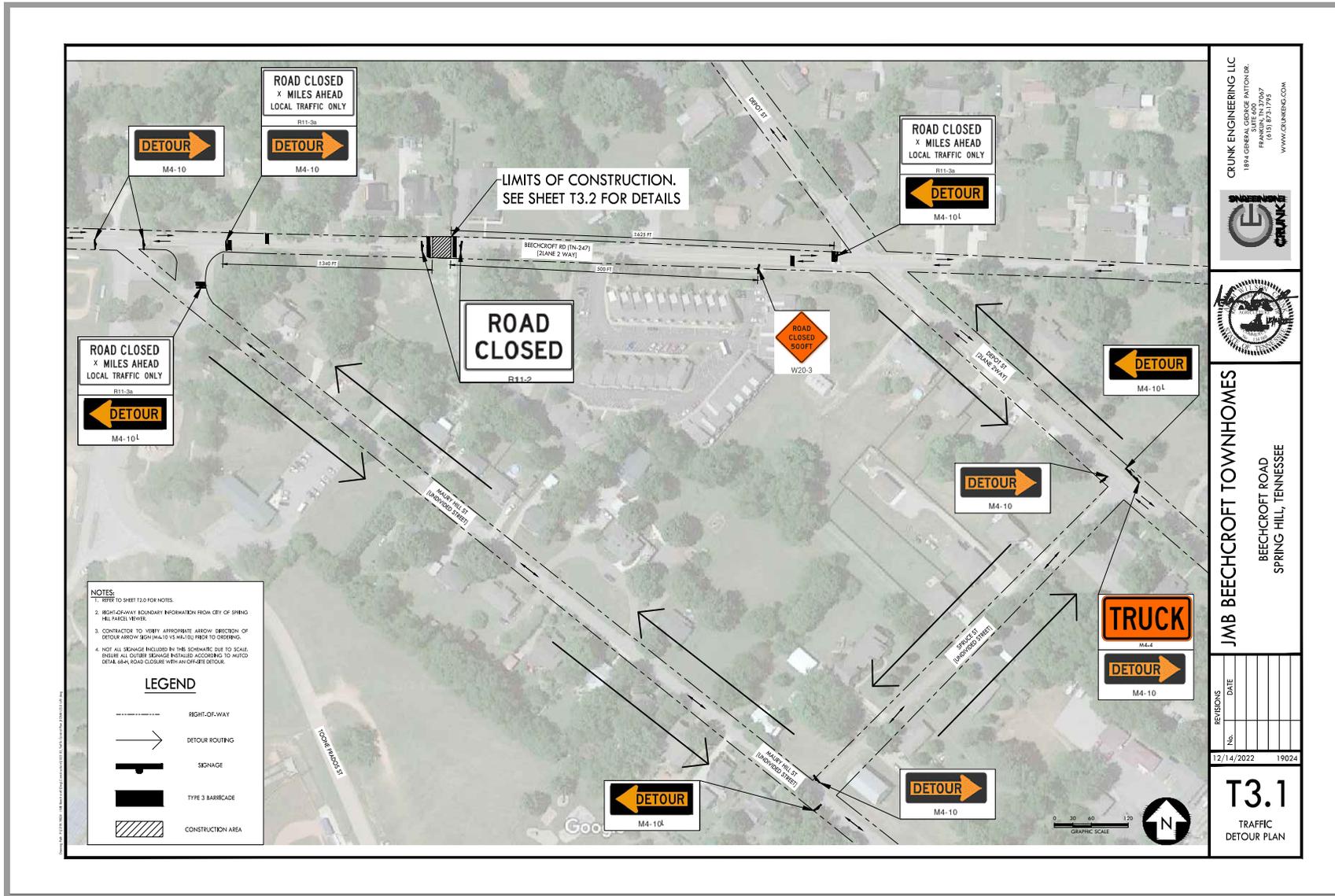


JMB BEECHCROFT TOWNHOMES
 375 BEECHCROFT ROAD
 SPRING HILL, TENNESSEE

REVISIONS	DATE
No. 1	04/13/2023

03/29/2023 19024

T2.0
 NOTES



Regards,

Joseph Tosh

TDOT Region 3 Utility Office
6601 Centennial Boulevard 2nd Floor,"A" Building Nashville TN 37243

Enclosure:

CC: Zachary Fluhart

Conditions:

- 1 Note: The permit proprietor will be responsible for the repair of any damage to the roadway or TDOT appurtenances caused by utility construction.
Comments:
- 2 Note: The Permit Proprietor is to ensure that all Parties associated with this project complies with all "Rules and Regulations for Accommodating Utilities within Highway Rights-of-Ways."
Comments:
- 3 Note: All installations and repairs are to be installed in compliance to TDOT'S "Rules and Regulations for Accommodating Utilities within Highway Rights-of Ways".
Comments:
- 4 Note: The Permit Proprietor is responsible for all erosion and sediment control required for the Utility installation
Comments:
- 5 Note: The T.D.O.T. inspector must be notified at least three (3) days before the commencement of the work to arrange proper inspection to ensure a valid permit.
Comments:
- 6 Note: T.D.O.T. approved drawings and permit must be present at the job site while work is in progress.
Comments:
- 7 Tennessee811. Dial 811 for Utility locates
Comments:
- 8 Note: Flaggers and workers in work zones shall wear Safety apparel meeting the requirements of ISEA "American National Standard for High Visibility Apparel" Refer to the latest edition of the "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES." (MUTCD), Section 6E.02
Comments:
- 9 Note: Delineator cones or barrels required along with the proper signage to close shoulders or lanes for Work-Zones or Buffer-Zones according to the latest edition of the "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES." (MUTCD)
Comments:
- 10 Note: Signing and Traffic Control Must be in conformance with the latest edition of the "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES." (MUTCD)
Comments:
- 11 Note: Machinery, materials and workers are not to be located in the roadway, shoulders or in the clear-zones without proper traffic control measures in compliance with the MUTCD requirements. D)
Comments:
- 12 Note: All logs, stumps, and other construction related debris must be removed from the Right-of-Ways.
Comments:
- 13 Note: Rule 1680-6-1-.06.(f) Pedestals, fire hydrants, markers, or other above Ground utility appurtenances installed as a part of Underground utility facilities shall be located at or as near the highway Right-of-Way lines as practical. In all cases they must be outside the Clear-Zone.
Comments:
- 14 Note: Underground Pneumatic Piercing tools (Hammerhead Mole, Hole-Hog, etc..) shall not be used for boring under State Routes.
Comments:
- 15 Note: All casings and conduits installed under State Routes shall meet or exceed the minimum AASHTO requirements.
Comments:
- 16 Note: All steel casings must have continuous welds around every joint.
Comments:
- 17 Note: The Utility installation must be installed with 36" or more of cover where installed within 5 feet of the drainage ditch.
Comments:
- 18 Note: Buried installation shall not go over culverts or other TDOT structures.
Comments:
- 19 Note: All side roads must be bored where installation is within the state Right-of-Way.
Comments:
- 20 Note: The Pipeline or Transmission line shall be identified by a permanent marker at the Right-of-Way lines or as near thereto as possible.

Comments:

21 Note: Applicant is responsible for identifying, surveying, and staking the State highway right-of-way boundary in the above-described work area, and for maintaining said staking for the duration of the installation of Applicant's facilities. Applicant is responsible for acquiring all utility rights-of-way or easements outside the State highway right-of-way as may be needed to perform the installation and maintenance of its facilities, and is responsible for any damages caused by trespass or installation or maintenance of facilities outside the State highway right-of-way.

Comments:

22 APPROVED AS NOTED BY: ___Joseph Tosh___ TDOT REGION __3___ UTILITY DEPARTMENT
DATE: ___18 Jan 2023_____

Comments:

23 Note: Prior to commencing work under this agreement, the Utility shall have adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1,000,000 dollars per occurrence and \$300,000 per claimant.

Comments:



TDOT/Region 3 Utilities Office
6601 Centennial Blvd.
Nashville, TN 37243 - 0360

REGION 3 UTILITIES PERMIT #GA-2007068894-2023

ALL UTILITY WORK PERFORMED SHALL BE IN ACCORDANCE WITH THE "STATE RULES AND REGULATIONS FOR ACCOMODATING UTILITIES WITH HIGHWAY RIGHTS OF WAY", INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

If a permit has been issued that requires a lane or traffic alteration that **MUST BE OBTAINED BEFORE THE WORK GRANTED BY THE PERMIT CAN INITIATE**. All lane closures need to be turned into this office 10 days before Project to allow for approvals and media release. **Aerial X-ing's/Lane Closures require coordination beyond the normal permit process. ADEQUATE/ APPROPRIATE** safety measures, i.e., police presence, signs, cones, etc., must be utilized as needed/directed. Detour information/notifications must be disseminated as appropriate. Coordinate with local authorities/Law Enforcement for traffic control as appropriate/needed. Coordinate all utility work with businesses/homeowners 24 hours before work is started. Do not block homeowners/businesses.

No Utility installations within areas where Controlled Access conditions exist

BLASTING is not permitted via this permit. Obtain all necessary permissions/ permits for such activity before requesting TDOT Utility Permit. **Consult TDOT Utility manual and all other applicable agencies for specifics on Blasting. Attach copies of blasting and all other required documents (TDOT, TDEC, FIRE MARSHALL, etc.) With TDOT permit application.**

Replace original markings on roadway upon project completion. Restripe Temporarily if needed.

Driveways that are concrete or asphalt surface, **1st choice** is to be bored, **2nd choice** is to be open-cut and replaced **in-kind** and brought to a neat line by mechanical sawing. Gravel Driveways can be open cut and replaced **in-kind**. Existing pavement bases such as curbs, gutters, and sidewalks shall be cut and

brought to a neat line by mechanical sawing.

New installations shall be run as close to the outer edge of Right-of-Way as possible.

Locate underground facilities per law: **Tennessee One Call 1-800-351-1111.**



Installation of buried/trenched utilities trenches shall be backfilled daily and mulched or sodded no later than 7 days after trenching. Stabilize slopes and take all necessary measures to prevent erosion. Permit proprietor is responsible for all erosion control measures and seed/sod deployment as needed.

Repair all open cuts by milling 25' beyond disturbed area, full width, and re-surface with minimum of 9" of binder and a minimum of 2" of surface mix

unless otherwise directed by utility permit. Open cuts will be backfilled with a minimum of 24" of Flowable Fill material. Use steel plates if needed. Plates must be stabilized by staking and bordered by tapered asphalt.

Open-cut trenching, backfilling, and replacement paving to be done at night after evening rush hour.

All bore pits shall be placed outside of the current right-of-way and a minimum of 5' from toe of slopes with appropriate protections in place at all times.

3 days' notice shall be given to the SEE PERMIT AS NOTED

District Maintenance Engineer before work is started.

SPECIAL NOTES: 9AM-3PM / 8PM-5AMExercise all necessary/prudent traffic safety measures. Coordinate as needed with City/County & Law Enforcement for traffic control. Lane closure request must be received in this office and acted upon before work begins..SPECIFIC WORK HOURS MAY APPLY. SEE PERMIT DETAILS.

NOTE: NOTIFICATION TO THIS OFFICE FOR TRAFFIC ALTERATION APPROVALS ASSOCIATED WITH THE UTILITY PERMIT MUST BE RECEIVED NO LESS THAN TEN DAYS PRIOR TO THE EVENT. IT IS THE RESPONSIBILITY OF THE UTILITY TO OBTAIN THE NECESSARY SUPPORT FOR TRAFFIC CONTROL OPERATIONS.

THE UTILITY MUST PROVIDE TO THE REGIONAL OFFICE A *NOTARIZED* STATEMENT AFFIRMING COMPLIANCE WITH THE PROVISIONS OF TDOT CONSTRUCTION SPECIFICATION 712.04 BY THE TRAFFIC CONTROL ENTITY WITH EACH PERMIT REQUEST REQUIRING SUCH TRAFFIC ALTERATIONS.

THE AFFORMENTIONED SPECIFICATION CAN BE FOUND HERE IN THE 2015 STANDARD SPECIFICATIONS:

<https://www.tn.gov/tdot/section/tdot-construction-division>

See TDOT Website: <https://www.tn.gov/tdot/article/row-utilities-office-forms>

for appropriate forms to accompany permit application, i.e. Environmental, Encroachments, etc.,. Environmental forms must now accompany permit applications.

A COPY OF THE PERMIT AND CHECKLIST IS REQUIRED TO BE KEPT ON-SITE.

Consult the following URL's for questions and call if questions persist.

URL for guidance/permit requests:

Utilities Office Home

<https://www.tn.gov/tdot/topic/row-utilities-office>

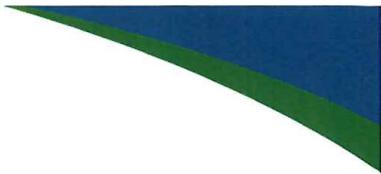
REGION 3/ROW/UTILITIES OFFICE #'s:

(615) 253-4869 ~ Daisy Aboagye

(615) 350-4229 ~ David E. Smith

(615) 350-4230 (615) 476-8921 (Cell) ~ Tim Ross

REVISED 8/17/2017
SUPERCEDES ALL PREVIOUS



Pipeline Encroachment Application

**For JMB Beechcroft Townhomes
At Beechcroft Road (TN-247)
Spring Hill, TN 37174**

October 28, 2022

To the Tennessee Department of Transportation, Region 3

This submittal is prepared to request approval for encroachment from TDOT to install a water line extension within TDOT right-of-way. The proposed project is situated along TN-247, Beechcroft Road, with the project of interest and closest utility main on opposite sides of TN-247 TDOT right-of-way. A connection is proposed to be constructed crossing the roadway for the installation of a 2" water pipe. The pipeline is to be installed via boring to avoid disturbance to traffic and all work is specified to be completed according to the latest TDOT and other appropriate construction standards.

Documents included in this submittal:

- Cover Letter
- Site and Utility Plan
- Pipeline Encroachment Form
- Environmental Agreement

Addresses to be served by this project:
375, 377, 379, and 381 Beechcroft Road Spring Hill, TN 37174

Approximate coordinates of project (NAD83):
Start: 35.7528872, -86.935512
End: 35.7528591, -86.9356259

pcaskie@springhilltn.org



OFFICE OF THE PLANNING DIRECTOR

199 Town Center Parkway • Spring Hill, Tennessee 37174

931-486-2252, ext 233

www.springhilltn.org



Environmental Agreement for Utility Projects

I, the undersigned representative of the Utility named below, state the following:

1. The Utility desires to construct the project described below (the named project).
2. The Utility is aware that it may be required by law to obtain one or more environmental permits prior to constructing the named project; that determining which permits are necessary and obtaining those permits are the sole responsibility of the Utility; and that the activities of the Utility in constructing the named project are not covered under any permit associated with TDOT construction activities.
3. The Utility agrees that if the total area of disturbed land associated with the construction of the named project is planned to, or does at any time actually exceed one (1) acre, the Utility shall obtain coverage under the *National Pollutant Discharge Elimination System General Permit For Discharges Of Stormwater Associated With Construction Activities*.
4. The Utility agrees that during all phases of construction of the named project, the Utility shall implement and maintain appropriate Erosion Prevention and Sediment Control (EPSC) measures, as published in the TDOT *Standards and Specifications* and/or the Tennessee Department of Environment and Conservation (TDEC) *Erosion and Sediment Control Handbook*.
5. The Utility agrees that it shall comply with all State and Federal laws, rules, regulations and permit terms and conditions applicable to the construction of the named project.

Utility Name: City of Spring Hill - Water Department

Utility Address: 3893 Mahlon More Rd. Spring Hill, TN 37174

Utility Phone: (931) 486-1265 Fax: (931) 486-1268

Project Description: 2" Water Line installation within TDOT right-of-way

Representative Name: Patricia S. Caskie

1/9/23

(SIGNATURE)

(DATE)

Notice to Utilities

When a utility performs work along the highway rights-of-way, either by a State utility permit or due to a construction project, the utility shall be subject to and must comply with ALL of the following:

1. Section 404 of the Federal Clean Water Act (33 U.S.C. 1344) as defined in 33 CFR, Part 323, latest edition, which can currently be found on pages 2079-2080 of the Federal Register dated January 15, 2002.
(U.S. Army Corps of Engineers Nationwide Permit Number 12 (Utility Line Activities))
2. The Tennessee Water Quality Control Act of 1977, as amended (**Tennessee Code Annotated Section 69-3-105**) which is outlined in the Rules of the Tennessee Department of Environment and Conservation, Division of Water Pollution Control, and its **General Aquatic Resource Alteration Permit for Utility Line Crossings of Streams**
3. Section 402, also referred to as the **National Pollutant Discharge Elimination System (NPDES)**, which is outlined in the Rules of the Tennessee Department of Environment and Conservation, Water Pollution Control – Storm Water Office, implements the EPA Phase I and Phase II regulations to address storm water runoff in Tennessee. Under the NPDES program any person responsible for the discharge of a pollutant or pollutants from one acre or more of land disturbance, into any waters of the United States, from any point source must apply for and obtain a permit.
4. Section 26a of the TVA Act requiring that TVA approval be obtained before any construction activities can be carried out that affect navigation, flood control, or public lands along the shoreline of the TVA reservoirs or in the Tennessee River or its tributaries (any streams or wetlands in the drainage basin of the Tennessee River).
5. Section 209 (Project Erosion and Siltation Control) of the Tennessee Department of Transportation's "Standard Specifications for Road and Bridge Construction" and any related Special Provisions of that section.
6. In addition to complying with the rules and regulations identified in (1) - (5), consideration should also be given to Class V Injection Well Permit requirements where utility work may affect runoff into a sinkhole, and Reelfoot Watershed Permit requirements where utility work affects streams, springs or wetlands in the drainage basin of the Reelfoot Lake.
7. Any regulatory permit requirements or conditions previously issued within the permits received by TDOT for highway construction, i.e. survival of trees specified as replacement or mitigation, must remain undisturbed or replaced exactly as stated by the requirements.

The regulatory agencies may be contacted at the following addresses:

Tennessee Department of Environment and Conservation Phone: 615.532.0625
Division of Water Pollution Control; Natural Resources Section
7th Floor L & C Annex, 401 Church Street
Nashville, TN 37243-1534

(For the Cumberland River and Tennessee River Valleys): Phone: 615-369-7500
Regulatory Branch
U.S. Army Corps of Engineers, Nashville District
3701 Bell Road
Nashville, TN 37214

(For the Mississippi River Valley): Phone: 901-544-0736
Regulatory Branch
U.S. Army Corps of Engineers, Memphis District
167 North Main Street, Room B-202
Memphis, Tennessee 38103-1894

REV: 07-03-2015

- 2 of 2 -

Utility Form 2011-20



Pipeline Encroachments

The following information is required to accompany all plans for pipeline encroachments.

	Carrier Pipe	Casing Pipe
1. Contents to be handled	_____	_____
2. Outside Diameter	_____	_____
3. Pipe material	_____	_____
4. Pipe Specification and grade	_____	_____
5. Wall thickness	_____	_____
6. Design Pressure	_____	_____
7. Actual Working Pressure	_____	_____
8. Type of joint	_____	_____
9. Coating	_____	_____
10. Method of installation	_____	_____
11. Protection at end of casing	_____	_____
	Both Ends _____ One end _____ Type _____	
12. Cover: Finished grade to top of casing or carrier	_____	
	Bottom of ditch or toe of slope to top of carrier to casing _____	

13. Cathodic protection	_____	
14. Size and height of casing vent	_____	
15. Distance from casing vent to edge of nearest traffic lane	_____	

Rev: 07-03-2015
 Pipeline Encroachment Form2015_04PipelineEncroachment (2)



Pipeline Encroachments

The following information is required to accompany all plans for pipeline encroachments.

	Carrier Pipe	Casing Pipe
1. Contents to be handled	_____	_____
2. Outside Diameter	_____	_____
3. Pipe material	_____	_____
4. Pipe Specification and grade	_____	_____
5. Wall thickness	_____	_____
6. Design Pressure	_____	_____
7. Actual Working Pressure	_____	_____
8. Type of joint	_____	_____
9. Coating	_____	_____
10. Method of installation	_____	_____
11. Protection at end of casing	_____	_____
	Both Ends _____ One end _____ Type _____	
12. Cover: Finished grade to top of casing or carrier	_____	
	Bottom of ditch or toe of slope to top of carrier to casing _____	

13. Cathodic protection	_____	
14. Size and height of casing vent	_____	
15. Distance from casing vent to edge of nearest traffic lane	_____	

Rev: 07-03-2015
 Pipeline Encroachment Form2015_04PipelineEncroachment (2)



JMB BEECHCROFT TOWNHOMES

BEECHCROFT ROAD
 SPRING HILL, TENNESSEE
 TDOT SUBMITTAL

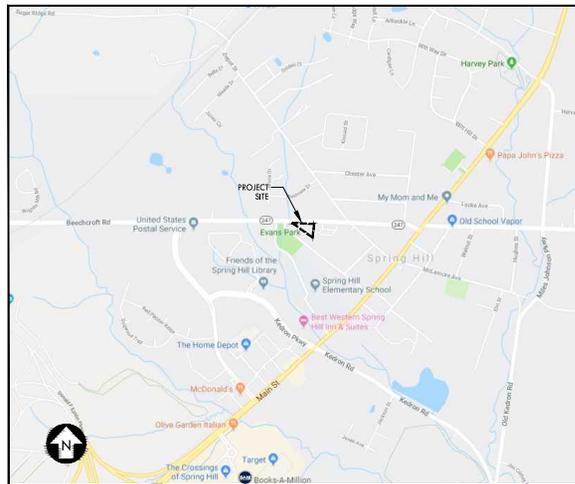
GENERAL INFORMATION

CONSULTANT

Crunk Engineering LLC
 1894 General George Patton Dr. Suite 600
 Franklin, TN 37067
 Contact: Adam Crunk, PE
 Phone: 615.873.1795
 Email: adam@crunkeng.com

DEVELOPER

John Maher Builders, Inc.
 P.O. Box 681727
 Contact: John Maher
 Phone: 931.489.1981



LOCATION MAP
 NOT TO SCALE

Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
C2.0	NOTES
C7.0	UTILITY PLAN
C8.0	DETAILS

CITY OF SPRING HILL - ENGINEERING DEPARTMENT

THIS PLAN HAS BEEN REVIEWED FOR CONFORMITY TO POLICES AND ORDINANCES OF THE CITY OF SPRING HILL. THIS APPROVAL SHALL NOT BE CONSTRUED AS CREATING A PRESUMPTION OF CORRECT OPERATION OR AS WARRANTIES BY THE CITY THAT THE APPROVED FACILITIES WILL REACH THE DESIGNED GOALS. THIS PLAN IS APPROVED AS NOTED.

Lawrence H. White 01/06/2023
 CITY ENGINEER

APPROVED AS NOTED.

1. These plans are approved for coordination with TDOT regarding bore or open cut for installation of a waterline for services to a proposed development and NOT FOR CONSTRUCTION. Construction plans will be required to be reviewed and approved by the City of Spring Hill prior to issuance of permits for this development.

2. Lane closures will require BOMA approval prior to authorization of closure.

CRUNK ENGINEERING LLC
 1894 GENERAL GEORGE PATTON DR.
 FRANKLIN, TN 37067
 (615) 873-1795
 WWW.CRUNKENG.COM



JMB BEECHCROFT TOWNHOMES
 BEECHCROFT ROAD
 SPRING HILL, TENNESSEE

REVISIONS	DATE
No.	
01/03/2023	19024

C0.0
 COVER SHEET

EROSION CONTROL NOTES:

1. EROSION PREVENTION AND SEDIMENT CONTROL MEASURES MUST BE IN PLACE AND FUNCTIONAL BEFORE GRAZING ACTIVITIES BEGIN AND MUST BE MAINTAINED THROUGH THE DURATION OF THE PROJECT. TEMPORARY MEASURES MAY BE REMOVED AT THE BEGINNING OF THE WORKDAY BUT MUST BE REPLACED AT THE END OF THE WORKDAY.
2. THE CONTRACTOR SHALL REQUIRE CONSTRUCTION TO MINIMIZE THE EXPOSURE TIME OF GRADED OR DENUDED AREAS.
3. CONSTRUCT SILT BARRIERS BEFORE BEGINNING GRAZING OPERATIONS.
4. PROVIDE TEMPORARY CONSTRUCTION ACCESSSES AT THE POINTS WHERE CONSTRUCTION VEHICLES EXIT THE CONSTRUCTION AREA. MAINTAIN PUBLIC ROADWAYS FREE OF TRACKED MUD AND DIRT.
5. EXISTING VEGETATION AND SOILS COVER SHALL NOT BE DESTROYED, REMOVED OR DISTURBED MORE THAN 10 DAYS PRIOR TO GRADING OR EARTH MOVING UNLESS THE AREA IS SEEDED AND/OR MULCHED OR OTHER TEMPORARY COVERS ARE INSTALLED.
6. USE TEMPORARY VEGETATION AND/OR MULCH TO PROTECT BARE AREAS FROM EROSION DURING CONSTRUCTION.
7. INFLECTION AND MAINTENANCE OF EROSION CONTROL DEVICES SHALL BE PERFORMED ON A REGULAR BASIS. IF AT ANY TIME DURING CONSTRUCTION THE EROSION AND SEDIMENT CONTROL MEASURES INSTALLED FAIL TO FUNCTION PROPERLY, REPAIR, MAINTENANCE OR REPAIR, OR NEED NEW REPLACEMENT IN KIND, THE CONTRACTOR WILL EFFECT SUCH ACTIONS AS ARE NEEDED TO CORRECT THE DEFICIENCY AT NO ADDITIONAL COST TO THE OWNER.
8. THE CONTRACTOR SHALL USE WATER SPRINKLING AND OTHER SUITABLE METHODS AS NECESSARY TO CONTROL DUST AND GERT CAUSED BY CONSTRUCTION ACTIVITY. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST CONTROL ARE PROHIBITED.
9. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC) SHALL BE RETAINED AND PROPERLY TREATED OR DEPOSED.
10. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY OR PERMANENTLY CEASED. SEVERED AREAS WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED.
11. SEDIMENT SHOULD BE REMOVED FROM SEDIMENT AND EROSION CONTROL DEVICES AS NECESSARY AND MUST BE REMOVED WHEN DESIGN CAPACITY HAS BEEN EXCEEDED BY 20% OR AS DIRECTED BY OWNER'S REPRESENTATIVE.
12. THE CONTRACTOR SHALL REMOVE SEDIMENT BUILD UP FROM ALL DRAINAGE STRUCTURES BEFORE ACCEPTANCE BY LOCAL GOVERNING AGENCY OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
13. THE CONTRACTOR SHALL REMOVE THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES ONLY AFTER A GOOD STAND OF VEGETATIVE COVER HAS BEEN ESTABLISHED ON GRADED AREAS AND WHEN IN THE OPINION OF THE OWNER'S REPRESENTATIVE, THEY ARE NO LONGER NEEDED.

UTILITY NOTES:

1. ALL WATER LINES, SEWER LINES AND APPURTENANCES SHALL BE CONSTRUCTED OF MATERIALS THAT CONFORM WITH LOCAL AGENCIES AND UTILITY PROVIDER SPECIFICATIONS AND STANDARDS.
2. SANITARY SEWER SHALL BE OF MATERIAL AS SPECIFIED ON PLANS. POLYETHYLENE GLASS REINFORCED (PVC) SHALL MEET ASTM D3034 SDR35, DUCTILE IRON PIPE (DIP) SHALL MEET ANSII A21.21 (AWWA C-151) CLASS 52.
3. WATER LINES SHALL BE OF MATERIAL AS SPECIFIED ON PLANS. COATED LINE DUCTILE IRON PIPE (DIP) SHALL MEET AWWA C-151 CLASS 52. POLYETHYLENE GLASS REINFORCED (PVC) SHALL MEET AWWA C-900, SDR 35, CLASS 150.
4. A MINIMUM COVER OF 36" SHALL BE PROVIDED OVER ALL WATER LINES.
5. THE CONTRACTOR SHALL MAINTAIN A HORIZONTAL SEPARATION OF 10 FEET BETWEEN SANITARY SEWER LINES AND WATER LINES, UNLESS THESE CRITERIA CANNOT BE MET, THE CONTRACTOR SHALL MAINTAIN 18" VERTICAL SEPARATION BETWEEN WATER AND SEWER LINES.
6. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE SURVEYOR AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN RECENTLY VERIFIED BY THE OWNER OR THE ENGINEER. ENGINEER DOES NOT WARRANT THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE EXACTLY ACCURATE. FINING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE BE COMMENCED ANY WORK IN THE VICINITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND RESPECT ANY AND ALL EXISTING UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORING, BRACING, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR AGENCY APPROVED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
7. THE CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF THE POINT OF CONNECTIONS OF ALL UTILITIES PRIOR TO ORDERING OF MATERIALS OR COMMENCEMENT OF WORK. REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
8. THE CONTRACTOR SHALL COORDINATE THE SEQUENCE OF CONSTRUCTION FOR ALL UTILITY LINES TO PREVENT CONFLICTS WITH EXISTING OR PROPOSED WATER LINES, SANITARY SEWER LINES, SANITARY SEWER SERVICES, STORM SEWERS, OR ANY OTHER UTILITY OR STRUCTURE.
9. BEFORE CONNECTIONS ARE MADE INTO EXISTING UTILITIES, THE NEW LINES ARE TO BE FLUSHED AND TESTED BY THE CONTRACTOR IN ACCORDANCE WITH THE LOCAL AGENCIES AND UTILITY PROVIDER(S) WATER AND SEWER SPECIFICATIONS.
10. REDUCED PRESSURE BACKFLOW PREVENTOR (RPBP) OR DUAL CHECK VALVE IS REQUIRED ON ALL TESTS AND FILL LINES (JUMMERS) NEEDED FOR WATER MAIN CONSTRUCTION AND MUST BE APPROVED BY LOCAL AGENCY AND UTILITY PROVIDER.
11. THE CONTRACTOR SHALL PROVIDE ALL HORIZONTAL AND VERTICAL BENCHES TO ATTAIN THE ALIGNMENT INDICATED ON THE PLANS. PROVIDE VERTICAL BENCHES WHERE NECESSARY TO ALLOW WATER LINES TO PASS UNDER OR OVER OTHER UTILITY LINES. ALL BENCHES AND BRACES NEEDED MUST NOT BE SHOWN ON THESE PLANS. PROVIDE BRACING AND/OR ROSSING AT ALL BENCHES AND TIES AS REQUIRED.
12. THE CONTRACTOR SHALL COORDINATE EXACT LOCATION OF UTILITY CONNECTIONS AT THE BUILDING WITH PLUMBING PLANS.
13. PROPOSED GAS LINE, ELECTRIC LINE AND TELEPHONE LINE CONSTRUCTION AND INSTALLATION SHALL BE COORDINATED WITH THE RESPECTIVE UTILITY PROVIDERS.
14. EXISTING CASTINGS LOCATED IN RELIEF CUT AREAS SHALL BE ADJUSTED TO INSURE THAT THE TOP OF CASTING IS FLUSH WITH THE FINISHED GRADE.
15. THE CONTRACTOR SHALL MARK THE LOCATION OF ALL NEW PVC LINES WITH RB WIRE.
16. ALL CONNECTIONS TO EXISTING MANHOLES SHALL BE BY THE CORING AND RESILENT SEAL METHOD.
17. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO SAFEGUARD EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION OF THIS PROJECT. IN THE EVENT THAT SPECIAL EQUIPMENT IS REQUIRED TO WORK OVER AND AROUND THE UTILITIES, THE CONTRACTOR WILL BE REQUIRED TO FURNISH SUCH EQUIPMENT AT NO ADDITIONAL COST TO THE OWNER.
18. ALL FIRE LINES SHALL BE INSTALLED BY A SPRINKLER CONTRACTOR LICENSED IN THE STATE OF THE PROJECT.

EROSION CONTROL TYPICAL NOTES:

1. ALL CONTROL MEASURES MUST BE PROPERLY SELECTED, INSTALLED, AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND THE CONTRACT DOCUMENTS. IF FURTHER INSPECTIONS OR OTHER INFORMATION INDICATES A CONTROL HAS BEEN USED INAPPROPRIATELY OR INCORRECTLY, THE CONTRACTOR MUST REPLACE OR MODIFY THE CONTROL ON THE SITE IMMEDIATELY.
2. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE OR OFF-SITE ACCUMULATIONS OF SEDIMENT THAT HAVE NOT BECOME A STREAM MUST BE REMOVED AT A FREQUENCY SUFFICIENT TO MINIMIZE OFFSITE IMPACTS. PERMITTED SHALL NOT INITIATE REMEDIATION/RESTORATION OF A STREAM WITHOUT CONSULTING THE DESIGNER. THIS TIME COSTS MUST COVER THE NECESSARY ACCESS TO PRIVATE PROPERTY.
3. SEDIMENT SHOULD BE REMOVED FROM SEDIMENT TRAPS, SILT TRAP, STABILIZATION POND, AND OTHER SEDIMENT CONTROLS AS NECESSARY, AND MUST BE REMOVED WHEN DESIGN CAPACITY HAS BEEN REDUCED BY 33%.
4. AFTER CONSTRUCTION COMPLETION, AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WATER SHALL BE RECYCLED PRIOR TO ANTI-CORRODED STORM EVENTS, OR OTHERWISE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER RECHARGES.
5. PRE-CONSTRUCTION VEGETATIVE GRASSING SHALL NOT BE DESTROYED, REMOVED OR DISTURBED MORE THAN 30 CALENDAR DAYS PRIOR TO GRADING OR EARTH MOVING UNLESS THE AREA IS SEEDED AND/OR MULCHED OR OTHER TEMPORARY COVER IS INSTALLED.
6. CLEANING AND GRADING MUST BE HELD TO THE MINIMUM NECESSARY FOR GRADING AND EQUIPMENT OPERATION.
7. CONSTRUCTION MUST BE SEQUENCED TO MINIMIZE THE EXPOSURE TIME OF GRADED OR DENUDED AREAS.
8. EROSION AND SEDIMENT CONTROL MEASURES MUST BE IN PLACE AND FUNCTIONAL BEFORE EARTH MOVING OPERATIONS BEGIN, AND MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. TEMPORARY MEASURES MAY BE REMOVED AT THE BEGINNING OF THE WORK DAY, BUT MUST BE REPLACED AT THE END OF THE WORK DAY.
9. THE FOLLOWING RECORDS SHALL BE MAINTAINED ON SITE, THE DATES WHEN MAJOR GRAZING ACTIVITIES OCCUR, THE DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, AND THE DATES WHEN STABILIZATION MEASURES ARE INITIATED.
10. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICAL IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN SEVEN DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED EXCEPT IN THE FOLLOWING TWO SITUATIONS: 1. WHERE THE INITIATION OF STABILIZATION MEASURES BY THE SERVICE OR IS PRECLUDED BY SHOW COVER OR OTHER GRASSING CONDITIONS, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICAL; OR 2. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 15 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF SITE.
11. CONSTRUCTION MUST BE PHASED FOR PROTECTION WHICH OVER 50 SQUARE FEET OF SOIL WILL BE DISTURBED. AREAS OF THE COMPLETED PHASE MUST BE STABILIZED WITHIN 21 DAYS AFTER ANOTHER PHASE HAS BEEN INITIATED OR OTHERWISE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER RECHARGES. AFTER USE, THE PHASE SHOULD BE REMOVED OR OTHERWISE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER RECHARGES.
12. TEMPORARY OR PERMANENT SOIL STABILIZATION SHALL BE ACCOMPLISHED WITHIN 15 DAYS AFTER FINAL GRADING OR OTHER EARTH WORK. PERMANENT STABILIZATION WITH PERENNIAL VEGETATION OR OTHER PERMANENT STABLE, NON-CORRODING SURFING SHALL BE USED ANY TEMPORARY MEASURES AS SOON AS PRACTICAL.
13. NO SOIL MATERIALS INCLUDING BULKING MATERIALS, SHALL BE RECHARGED TO WATERS OF THE UNITED STATES EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT AND/OR TENNESSEE SQUARE REGULAR ABSTRACTION PERMIT.
14. OFFSITE VEHICLE TRACKING OF SEDIMENTS AND THE GENERATION OF DUST SHALL BE MINIMIZED.

CRUNK ENGINEERING LLC
1874 GENERAL GEORGE PATTON DR.
FANNING, GA 30207
(678) 873-1795
WWW.CRUNKENG.COM



**JMB BEECHCROFT
TOWNHOMES**
BEECHCROFT ROAD
SPRING HILL, TENNESSEE

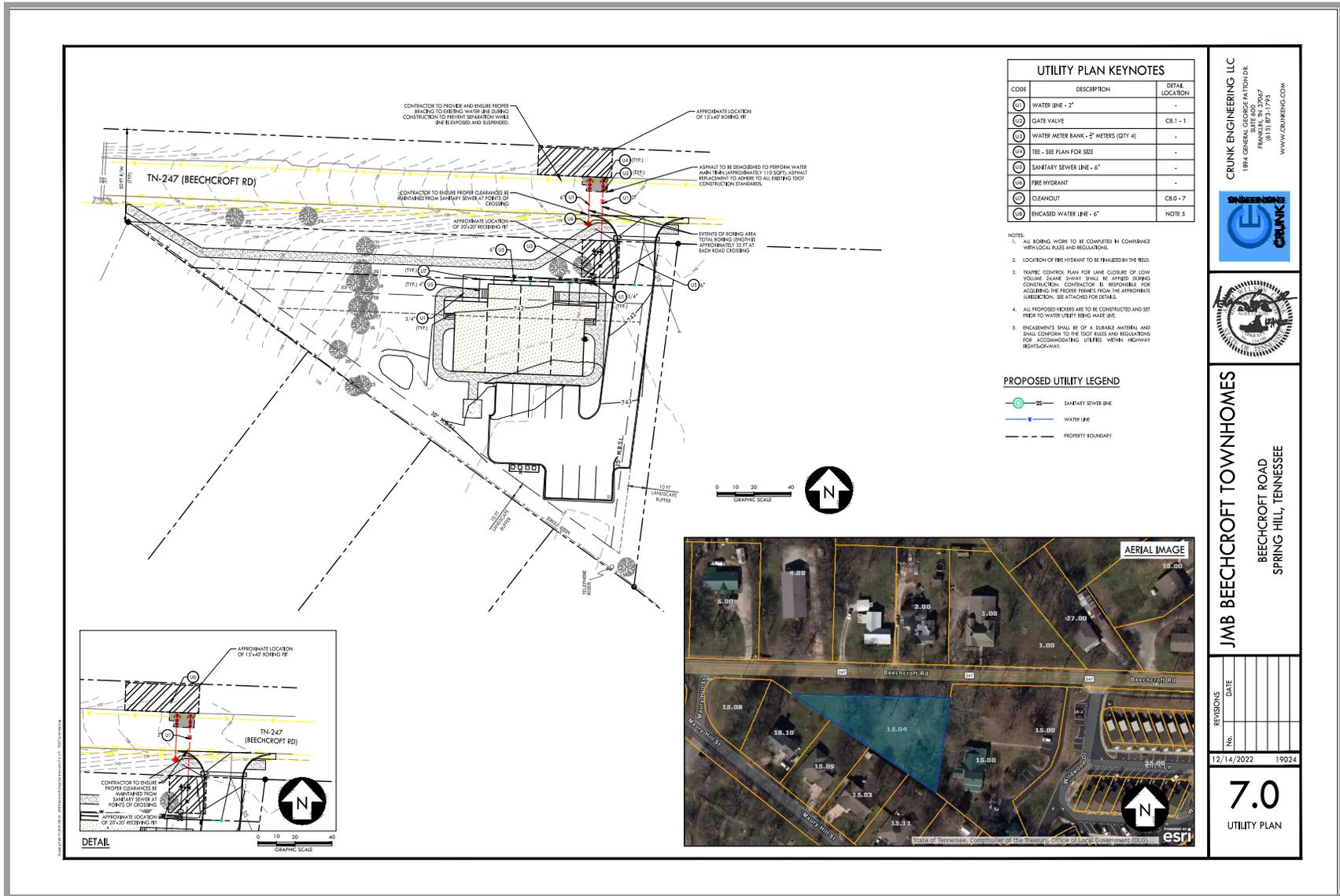
REVISIONS	DATE
No.	

01/03/2023 19024

C2.0
NOTES

2023-01-20_19024_JMB Beechcroft Townhomes_TDOT Utility Encroachment Permit _ 2007068894-2023.pdf





CRUNK ENGINEERING LLC
1874 GENERAL GEORGE AVENUE DR.
FRANKLIN, TN 37067
(615) 873-1795
WWW.CRUNKENG.COM



JMB BEECHCROFT TOWNHOMES
BEECHCROFT ROAD
SPRING HILL, TENNESSEE

REVISIONS	DATE
No.	

12/14/2022 19024

7.0
UTILITY PLAN



LANE CLOSURE REQUEST PROCEDURE REGION 3 UTILITIES



Lane closure requests are accepted via email, **MONDAY mornings 5AM-10AM only**.

You may submit your request a couple of weeks in advance, (this is particularly helpful prior to a **Holiday**), but the **request must be submitted on a MONDAY morning during the specified hours**.

Please be sure to send the lane closure requests to David Smith, and Tom Cole.
(**David.E.Smith@tn.gov**, **Thomas.Cole@tn.gov**) Copying both of us will help ensure your request is not missed.

The requests turned in on MONDAY morning would be eligible to begin work the following Thursday at the earliest, daytime 9AM-3PM, nighttime 8PM-5AM, pending the final approval of the Director and/or Commissioner.

Aerial interstate crossings as well as crossings of interstate ramps, are to be performed Sunday "First-light" 6AM-8AM with rolling roadblock as per TDOT standard TWZ61 (attached).

PLEASE NOTE: where Rolling Roadblocks are required, or a Law Enforcement Officer is specifically required on site by an Engineer, by permit, or safety coordinator, TDOT defines Law Enforcement as a Federal, State, County, City or Metropolitan law enforcement officer, with a thusly marked vehicle, who has the authority to write tickets and make arrests within the project limits.

We do not notify each approved closure.

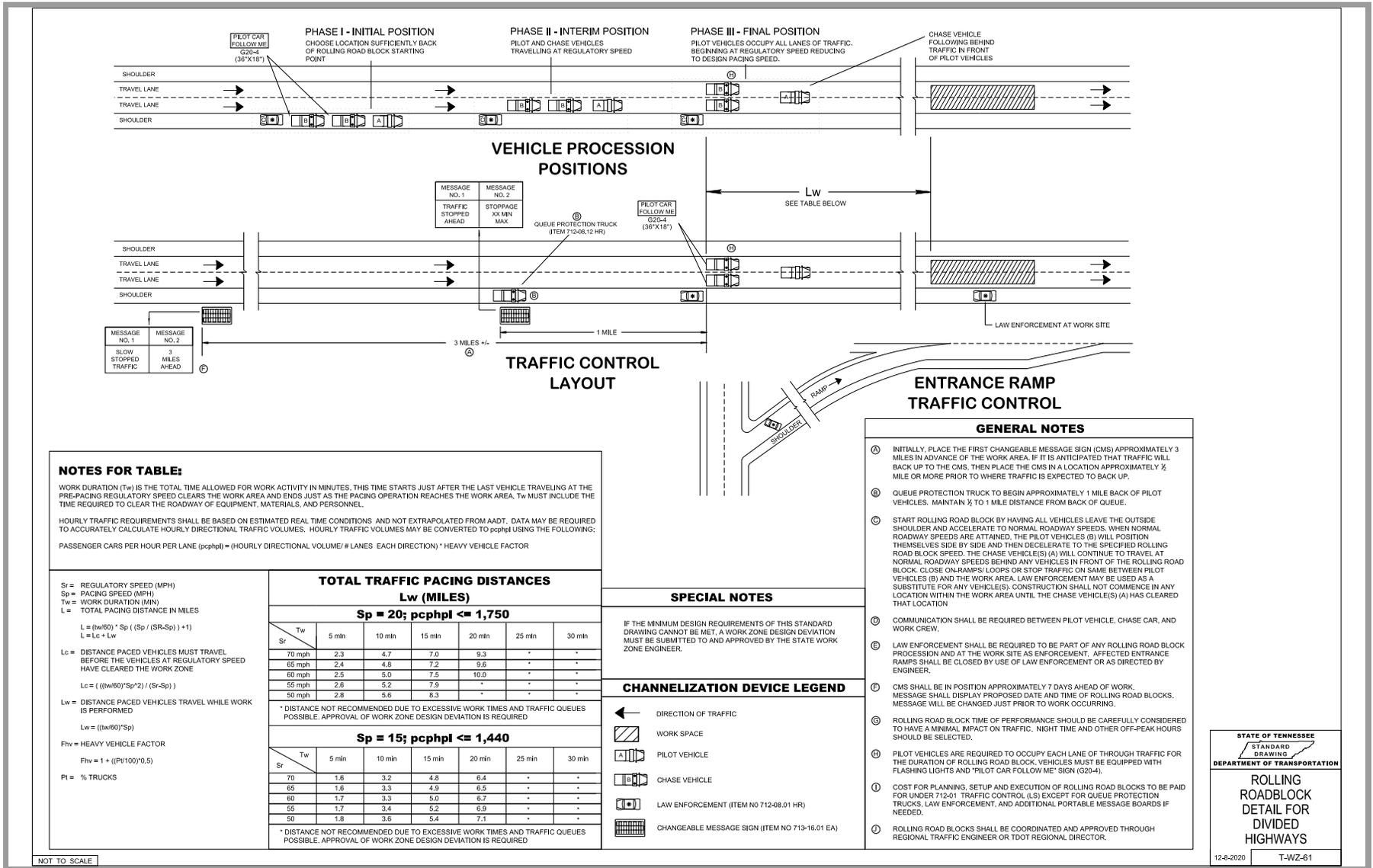
If there is an issue, or your request is denied for any reason, we will reach out to you.(The individual requesting the closure)

You are welcome to inquire as to the status of your lane closure request, but please wait until Wednesday afternoon/Thursday morning to do so.

The preferred format for submitting your request is:

"From Thursday July 8th, through Friday July 23rd, 9AM-3PM someones fiber (Via jimmy joes Construction) will have lane closures on SR6 FRANKLIN PIKE for fiber installation, in between SR 155 Thompson Ln and CALDWELL LN LM 5.35-4.99 Permit# GA-20070612345-2021"

This format gives us all the information we need for submitting your request.



RESOLUTION 23-75

A RESOLUTION TO AUTHORIZE THE REPLACEMENT OF FUNDS FOR FLEET SERVICES TRANFERS BACK TO THE 2022-23 BUDGET

WHEREAS, the City of Spring Hill Board of Mayor and Alderman adopted the 2022-23 Budget on June 20, 2022; and

WHEREAS, the Board of Mayor and Alderman amended said Budget to account for changes and increased pricing on April 17, 2023;and

WHEREAS, that amendment inadvertently removed the inter- and intra-fund transfers to support fleet services, which has been direct billing other departments for some time.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen authorize the replacement of the inter- and intra-fund transfers for the support of the fleet maintenance operation. The required funding will be reallocated during budget amendment #2 .

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 1st day of May, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

RESOLUTION 23-76

A RESOLUTION TO AUTHORIZE TEMPORARY ROAD CLOSURE AND MODIFIED TRAFFIC PATTERN ON WILKES LANE FOR INSTALLATION OF WATER AND SEWER SERVICE FOR THE NEW WILKES LANE ELEMENTARY SCHOOL

WHEREAS, Eric Gardner, Director of Facilities and Construction for Williamson County Schools, contacted City Staff requesting an amendment to Resolution 22-238 to allow the temporary road closure of Wilkes Lane in order to make necessary sewer service connections as well as allow for earlier construction start times on Saturday mornings so that the new elementary school can open on schedule for the beginning of the next school year; and

WHEREAS, Williamson County Schools has indicated the temporary road closure would occur the week of May 1st; and

WHEREAS, Williamson County Schools indicates that an updated traffic control plan has been reviewed and approved by staff; and

WHEREAS, PCS OF TN, LLC must provide advanced signing, including message boards in place (no less than 7 days prior to, in the form of changeable message boards) for notification of upcoming closure; and

WHEREAS, the hours of operation for the project site will be limited to 9:00 AM - 2:30 PM due to Heritage Middle and High School traffic patterns (arrivals/dismissals), except on Saturdays, when construction hours will be extended to allow work to begin at 7 am; and

WHEREAS, the extended construction hours on Saturdays shall be primarily used for work inside the school building as well as brick masons, provided the brick masons keep the school building between them and neighboring residences to buffer the noise impact; and

WHEREAS, Title 11, Chapter 4, Section 11-402 of the Spring Hill Code of Ordinances states that,

“(10) Construction or repairing of buildings.

(a) The erection (including excavation), construction, demolition, alteration or repair of any building other than between the hours of 7:00 a.m. to 6:00 p.m. on weekdays (7:00 a.m. to 8:00 p.m. June 1 - August 30), and from 9:00 a.m. to 6:00 p.m. on Saturday. Work may also begin on Saturdays at 7:00 a.m. if it would not result in any loud, disturbing or unnecessary noise that would otherwise violate this chapter. No work shall be performed on New Year’s, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas holidays that would result in any loud, disturbing or unnecessary noise that would otherwise violate this chapter, and shall be considered as a Sunday for purposes of this section. An exception to this section is work that is inherently creates no detectable noise from beyond the property boundary including loud voices or radios (for example, painting with brushes and rollers not attached to pumps, tile or carpet work where no use of hammers, saws or other noise producing equipment is utilized). This section shall not apply to homeowners and occupants performing exterior work at or on their principal place of residents after 7:00 a.m. and before 6:00 p.m.; and

(b) If the City Administrator or his or her designee should determine that the interest of the public health and safety are served by the erection, demolition, alteration or repair of any building or the excavation of streets or highways, outside the hours stated above and, if he or she shall determine that any loss or inconvenience that might result is outweighed by the public’s interest in its safety and welfare, he or she may grant permission for a permit not to exceed 30 days for such work to be done outside the hours stated above, upon application being made.”; and

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

1. Authorizes the proposed road closure of Wilkes Lane to allow for the installation of sewer service tie-ins to Wilkes Lane to begin the week of May 1st as requested.
2. Authorizes construction work hours on Saturdays to begin at 7 am as requested in the attached letter until the new elementary school is complete.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 1st day of May, 2023.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Operations/Facilities & Construction
1320 West Main Street, Suite 202
Franklin, TN 37064-3700
Tel. (615)-472-4040



April 20, 2023

Dan Allen
Assistant City Administrator
City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

Reference: Williamson County Schools New Elementary School on Wilkes Lane

Mr. Allen:

Thank you for speaking with me yesterday. WCS is currently constructing Amanda H. North Elementary School on Wilkes Lane and it is scheduled to be completed in time for the 2023-24 school year.

The City of Spring Hill passed Resolution 22-238, allowing the temporary road closure of Wilkes Lane for the installation of water and sewer services for the school. The water service connection was completed, but the sewer service connection was delayed due to the need to relocate an existing water main in conflict with the connection point. After the discovery of the conflict, plans were designed to relocate the water line. Included with the design plan is an updated traffic control plan. The relocation plan has been approved by the Tennessee Department of Environment and Conservation (TDEC) and the City of Spring Hill. Our contractor is prepared to relocate the water line and complete the sewer service connection. I am requesting that the previously approved road closure allow for this work, provided that the contractor abide by the stipulations of the Resolution; provide traffic control no less than 7 days prior to the closure and limit the hours of operation to 9:00AM to 2:30PM. If allowed, the relocation work and sewer service connection will begin the week of May 1, 2023.

Additionally, we are approximately 3 months from the beginning of the school year and the current construction schedule calls for the project to be completed on June 30, 2023. That gives approximately one month to furnish and stock the building before staff moves in. Our contractor is currently working 6 days a week, following the City's Ordinance relating to construction work hours. I am requesting that our contractor be allowed to begin work at 7:00AM on Saturdays, effective April 29th until the project is completed. Work tasks to be completed on Saturdays between 7:00AM and 9:00AM would mainly consist of work inside the building that will not produce detectable noises beyond the property boundary. I would also request that the brick mason be allowed to work during this period. This task does not produce much noise and the contractor is nearing completion of the brick work on the east side of the building. The building will buffer noise to adjacent homes as the contractor moves to the west side of the building. Because of this, we do not believe the City of Spring Hill will experience unusually noisy conditions. Allowing this work to be performed during the "After Hours" period will help keep the project on schedule and the school open in time for the upcoming school year.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. J. Gardner'.

Eric J. Gardner, P.E., CPESC
Williamson County Schools
Director of Facilities & Construction

[^ Back to Agenda ^](#)

General Attachment: Road Closure Resolution - Wilkes Lane.pdf

RESOLUTION 22-238

A RESOLUTION TO AUTHORIZE TEMPORARY ROAD CLOSURE AND MODIFIED TRAFFIC PATTERN ON WILKES LANE FOR INSTALLATION OF WATER AND SEWER SERVICE FOR THE NEW WILKES LANE ELEMENTARY SCHOOL

WHEREAS, Nicole McPeak of PCS OF TN, LLC contacted City Staff requesting road closure of Wilkes Lane in order to make necessary water and sewer service connections; and

WHEREAS, PCS OF TN, LLC must provide a specified date range and time of day for the proposed lane closure and alternative traffic pattern to the City Engineering and Director of Public Works prior to start of construction; and

WHEREAS, PCS OF TN, LLC must provide an updated traffic control plan submitted for approval by the City Engineer and prior to the beginning of construction; and

WHEREAS, PCS OF TN, LLC must provide advanced signing, including message boards in place (no less than 7 days prior to, in the form of changeable message boards) for notification of upcoming closure; and

WHEREAS, PCS OF TN, LLC hours of operation will be limited to 9:00 AM – 2:30 PM due to Heritage Middle and High School traffic patterns (arrivals/dismissals); and

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

1. Authorizes the proposed road closure of Wilkes Lane to allow for the installation of water and sewer services tie-ins to Wilkes Lane to begin within thirty (30) days following approval of an updated traffic control plan by the City Engineer and provisions of providing specified date and times of the lane closures so that the general public can be notified accordingly.
2. PCS OF TN, LLC shall provide an updated traffic control plan that addresses all comments provided to PCS OF TN, LLC by City Staff.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 17th day of October, 2022.

Jim Hagaman, Mayor

ATTEST:

LEGAL FORM APPROVED:

April Goad, City Recorder

Patrick Carter, City Attorney

ORDINANCE 23-05

**AN ORDINANCE TO AMEND ORDINANCE NO. 22-24, BY AMENDING
CONDITIONS OF APPROVAL AND THERE BY BEING A TEXT AMENDMENT
OF ORDINANCE NO. 22-24.**

PDP 1284-2022(TAX MAP 28, PARCEL(S) 01600 and 01900)

WHEREAS, the City of Spring Hill Ordinance No. 22-24, rezoned approximately 213 acres of property described herein, and known as, Maury County tax map 28, parcel 01600 and 01900 from C-5 and I-1 to Planned Development with a base Zoning of C-5 (Commercial Mixed Use); and

WHEREAS, said Ordinance 23-05 amends previous conditions of approval of Ordinance 22-24.

WHEREAS, the request has been found to meet the Approval Standards of Section 13.5.E.4.e of the Unified Development Code and included the following attached Exhibits, Entitlements, and Exception request:

1. EXHIBITS:

- a. EXHIBIT A – Ordinance 22-24
- b. EXHIBIT B – Ordinance 22-24 conditions of approval
- c. EXHIBIT C – Proposed amendments to conditions of approval
- d. EXHIBIT D – Updated Phasing Plan as approved by City Staff
- e. EXHIBIT E – Construction Road Exhibit
- f. EXHIBIT F – Planning Commission Action

2. ENTITLEMENTS:

- a. No additional entitlements are proposed to be modified or granted by this ordinance amendment

3. EXCEPTION:

- a. No additional exceptions are proposed to be modified or granted by this ordinance amendment

4. REVISED CONDITION:

- a. The 12-inch water line connection and main connection to Kedron Rd (Highlighted in Purple) must be installed and on-line prior to the issuance of any COs for Phase 1B and prior to the start of construction of Phases 2A, 2B, 3, 4A and 4B.
- b. A maximum of 300 CO's may be issued for Phase 1A prior to completion of the full development of Crossing Blvd. TWO road connections from Phase 1A to the existing Crossing Blvd. must be completed prior to issuance of COs for Phase 1A. Building Permits for a maximum number 350 units may be issued for Phase 1B prior to completion of the full development of Crossing Blvd. Kedron Road access and full development of Crossing Blvd must occur prior to the issuance of the first CO for Phase 1B and subsequent phases. The road access connections must reflect the exhibit below, with two access roads and one emergency access road.
- c. All recommended road improvements as identified in the final approved Master TIS must be in place prior to the issuance of the first COs for Phases 2B, 3, 4A and 4B.
- d. All construction traffic for all phases must utilize Kedron ingress and egress. To assist in facilitating this, the Public Works Director has committed to allow the Applicant to utilize 6,250 Cubic Yards of asphalt millings (+/-150,000 SY of asphalt milled at 1-1/2" thickness) presently stored and stockpiled at the Spring Hill Public Works Department. A construction traffic and mitigation plan must be submitted and approved prior to issuance of a grading

*Ordinance 23-05
April 25, 2023
Page 1 of 2*

ORD 23-05

permit. If construction activity needs to utilize Crossings Blvd and Main Street, this will require coordination and approval from the Public Works Director and City Engineer.

WHEREAS, the Spring Hill Municipal Planning Commission forwarded the request to the Board of Mayor and Aldermen on April 10, 2023 to be recommended for approval in accordance with Exhibit F as provided; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SPRING HILL, TENNESSEE, BOARD OF MAYOR AND ALDERMEN, WHILE IN REGULAR SESSION on May 15, 2023, to amend Ordinance No. 22-24, the same being rezoning request that approved approximately 213 acres of property described herein, and known as, Maury County tax map 28, parcel 01600 and 01900 from C-5 and I-1 to Planned Development with a base Zoning of C-5 (Commercial Mixed Use),

NOW, THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SPRING HILL, TENNESSEE, BOARD OF MAYOR AND ALDERMEN, that all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Passed on First Reading: May 1, 2023

Passed on Second Reading: May 15, 2023

*Ordinance 23-05
April 25, 2023
Page 2 of 2*

ORD 23-05

MEMORANDUM



DATE: May 1, 2023
TO: Board of Mayor and Aldermen (BOMA)
FROM: Pete Hughes, Development Director
SUBJECT: Ordinance 23-05 (PDM 1391-2023) Modifications of Conditions Spring Hill Crossing/Project Smash

Request: Gamble Design Collective on behalf of South Star is requesting amendment of Ordinance 22-24 in order to revise conditions of approval.

Project History: BOMA approved Ordinance 22-24 for Project Smash December 19, 2022 and the associated conditions of approval. Exhibit B attached within the Ordinance Packet, contain the previously approved conditions of approval for reference.

In March of 2023 staff approved a revised phasing plan, which was permitted under the original conditions of approval. Exhibit C attached within the ordinance packet is the revised phasing plan. The revise phasing plan allows for alternative development plan and keeps the USTA site within Phase 1 of the site denoted as Phase 1C.

Project Narrative: (provided by applicant): The Crossings at Spring Hill Planned Development is envisioned as a robust mixed-use development with several anchors encouraging frequent use throughout the year. A regional headquarters for USTA including an indoor/outdoor tennis center is at the heart of the proposed development. The proposed development also includes a vibrant, main street style, mixed-use streetscape area with restaurants and retail uses fronting an urban boulevard capable of being closed to vehicular use for pedestrian-only special events. A large-scale fitness and lifestyle center is also proposed within the development. These commercial uses are supported by a variety of neighborhood-scale commercial uses potentially including restaurants, convenience market, daycare, and other neighborhood commercial support services. Mixed-scale residential including multifamily, townhouse, duplex, and single family residential will provide opportunities for residents who want to be close-by this diverse, mixed-use experience. Approximately 16 acres of public park are also proposed which include trails connecting the near-by battlefield to the development and to the broader surrounding community. Residential areas are proposed to include their own network of open spaces, amenities, and pools.

Planning Commission Action: *Alderman Matt Fitterer made a motion and Alderman Trent Linville seconded to favorably recommend PDM 1381-2023 to the BOMA for approval with the staff provided conditions of approval. The motion to favorably recommend PDM 1381-2023 to the Board of Mayor and Aldermen with the Staff associated conditions of approval passed by a vote of 7-0.*

1. Vesting of the project is not extended with approval of this modification.
2. The planning commission and BOMA are only approving the modification of the requested conditions. If any other changes have occurred, they are not part of this application nor the approval.
3. The applicant must submit a maintenance and traffic plan for the construction/emergency access road. The plan must address maintaining road conditions in the event of an emergency and making sure that road is not utilized for parking or storage and remains clear from obstruction 24 hours a day.
4. The applicant shall place all conditions of approval in an updated pattern book for the project and submit it to the Development services within 60 days of BOMA approval.

5. The emergency access road must be fully constructed and operational prior to the issue of the 31st CO of Phase 1A.
6. The emergency access road must be designed in a manner to facilitate full turning movements for a fire ladder truck.
7. The revised conditions are approved:

Utility Department Conditions of Approval for USTA/Smash:

- a. Condition Number 10: The 12-inch water line connection and main connection to Kedron Rd (Highlighted in Purple) must be installed and on-line prior to the issuance of any COs for Phase 1B and prior to the start of construction of Phases 2A, 2B, 3, 4A and 4B.

Public Works and Streets/Traffic Improvements Conditions:

- a. Condition Number 5: A maximum of 300 CO's may be issued for Phase 1A prior to completion of the full development of Crossing Blvd. TWO road connections from Phase 1A to the existing Crossing Blvd. must be completed prior to issuance of COs for Phase 1A. Building Permits for a maximum number 350 units may be issued for Phase 1B prior to completion of the full development of Crossing Blvd. Kedron Road access and full development of Crossing Blvd must occur prior to the issuance of the first CO for Phase 1B and subsequent phases. The road access connections must reflect the exhibit below, with two access roads and one emergency access road.



- b. Condition Number 6: All recommended road improvements as identified in the final approved Master TIS must be in place prior to the issuance of the first COs for Phases 2B, 3, 4A and 4B.
- c. Condition Number 7: All construction traffic for all phases must utilize Kedron ingress and egress. To assist in facilitating this, the Public Works Director has committed to allow the Applicant to utilize 6,250 Cubic Yards of asphalt millings (+/-150,000 SY of asphalt milled at 1-1/2" thickness) presently stored and stockpiled at the Spring Hill Public Works Department. A construction traffic and mitigation plan must be submitted and approved prior to issuance of a grading permit. If

construction activity needs to utilize Crossings Blvd and Main Street, this will require coordination and approval from the Public Works Director and City Engineer.

Staff Review: The proposed revision to the conditions of approval have staff support from the utility, public works, fire, and development services department. The main area of concern staff addressed with the applicant is construction traffic and emergency access. The staff recommended conditions approval, which the developer has agreed to alleviate staff concerns.

The proposed amendment based on conversations with the applicant, are based on the need to have the ability for concurrent construction activities and financial vitality. The revise conditions allow for phase 1A and 1B to be under construction at the same time as the construction of the extension of Crossing Boulevard. The revise conditions also allow for the developer to generate strong financial foundation to fund the future phases of development. The revised conditions do not lessen the quality of the development, nor are they modifying the previously granted entitlements. The revised conditions are essentially dialing previous conditions and adjusting to the change in national economics to ensure the success of the project for the developer and City. This project has significant economic benefit to the city and will further assist the city as in continues to implement place making practices within the City of Spring Hill.

Staff Recommendation: Staff is recommending approval of the Ordinance 23-05 to modify ordinance 22-24 and previously approved conditions of approval. Staff is also recommend approval with the conditions recommended by the Planning Commission. This recommendation is based on the economic impact of this project and the consistency of the mixed-use development with the 2040 Spring Hill Rising Comprehensive Plan. This is a partnership project with the City and adjusting the previously approved conditions to assist in the success of the project will lead to a long-term benefit to the City of Spring Hill.

ORDINANCE 22-24

AN ORDINANCE TO AMEND ORDINANCE NO. 18-21, THE SAME BEING THE ZONING ORDINANCE AND OFFICIAL ZONING MAP OF THE CITY OF SPRING HILL, BY REZONING APPROXIMATELY 213 ACRES OF PROPERTY, KNOWN AS MAURY COUNTY TAX MAP 28, PARCEL(S) 01600 and 01900 FROM C-5 AND I-1 ZONING TO PLANNED DEVELOPMENT WITH A BASE ZONING OF C-5 (COMMERCIAL MIXED USE).

PDP 1284-2022(TAX MAP 28, PARCEL(S) 01600 and 01900)

WHEREAS, the City of Spring Hill Ordinance No. 18-21, the same being the Official Zoning Map of Spring Hill is hereby amended by rezoning the 213 acres of property described herein, and known as, Maury County tax map 28, parcel 01600 and 01900 from C-5 and I-1 to Planned Development with a base Zoning of C-5 (Commercial Mixed Use); and

WHEREAS, said portion of property to be rezoned from C-5 and I-1 to Planned Development with a base Zoning of C-5 (Commercial Mixed Use), is located within the corporate limits of the City of Spring Hill.

WHEREAS, the request has been found to meet the Approval Standards of Section 13.5.E.4.e of the Unified Development Code and included the following attached Exhibits, Entitlements, and Exception request:

1. EXHIBITS:

- a. EXHIBIT A – Project Pattern Book: this document includes the requested uses, bulk and area requirements, and design requirements of the architecture. The pattern book establishes the base regulations of the development, where the pattern book is silent the base zoning standards of C-5 and base standards of the UDC control.
- b. EXHIBIT B – Project Technical Sheets: this document includes the technical documents associated with the project. Material included are the road profile sheets, site plan general layout sheets, auto-turn exhibits, street tree landscape plan, tree canopy analysis, and additional technical information.
- c. EXHIBIT C- Planning Commission action and list of project conditions.

2. ENTITLEMENTS:

- a. 136,000 Square Foot United States Tennis Association Regional Head Quarters/Tennis Center
- b. 600,000 Square Foot Commercial Uses
- c. 1,000 Keys for Hotels
- d. 2,130 Dwelling Units spread across single family, duplexes, townhomes, and multi-family.

3. EXCEPTION:

- a. Site specific bulk and area standards for both the commercial and residential sections of the mixed-use development. (Included within Exhibit A). One specific bulk area request is a 100’ building height maximum for Mixed Use and Office Uses. Other bulk standards have also been requested.
- b. Development specific permitted uses. A table of uses has been included within the provided Pattern Book.
- c. Spring Hill Crossings is designated the main commercial boulevard labeled “main street” a private street in order to facilitate the closing of the street for community events. (Included within Exhibit A).

*Ordinance 22-24
December 19, 2022
Page 1 of 2*

ORD 22-24 PDP 1284-2022 (C-5 and I-1 to PD with based zoning of C-5)

- d. A redlined version of the Spring Hill UDC architectural standards for the CDC zoning district has been submitted as part of the Pattern Book. This requirement if approved, will be the regulations utilize to review future architectural and design submittals. (Included within Exhibit A)

WHEREAS, the Spring Hill Municipal Planning Commission forwarded the request to the Board of Mayor and Aldermen on November 14, 2022 to be recommended for approval in accordance with exhibit C as provided; and

WHEREAS, the Spring Hill Municipal Planning Commission forwarded the request to the Board of Mayor and Aldermen on November 14, 2022 with a recommendation for approval; and

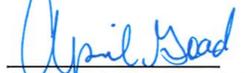
NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SPRING HILL, TENNESSEE, BOARD OF MAYOR AND ALDERMEN, WHILE IN REGULAR SESSION on December 19, 2022, to amend Ordinance No. 18-21, the same being the Zoning Map of the City of Spring Hill, adopted August 20, 2018, by 213 acres of property described herein, and known as, Maury County tax map 28, parcel 01600 and 01900 from C-5 and I-1 to Planned Development with a base Zoning of C-5 (Commercial Mixed Use), as depicted on Sheet P2.0 of Exhibit B and Sheets 2, 3, 4, and 6 of Exhibit A.

NOW, THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SPRING HILL, TENNESSEE, BOARD OF MAYOR AND ALDERMEN, that all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 1: The rezoning of the referenced tax parcels shall be as displayed as shown within the Plan Development request package.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney

Passed on First Reading: December 5, 2022

Passed on Second Reading: December 19, 2022

*Ordinance 22-24
December 19, 2022
Page 2 of 2*

ORD 22-24 PDP 1284-2022 (C-5 and I-1 to PD with based zoning of C-5)

EXHIBIT C



DATE: December 5, 2022
TO: Board of Mayor and Aldermen (BOMA)
FROM: Pete Hughes, Interim Planning Director
SUBJECT: Ordinance 22-24 (PDP 1284-2022) Preliminary Plan Development for Spring Hill Crossings

Exhibit C:

Planning Commission Action: Alderman Matt Fitterer made a motion and Alderman Trent Linville seconded to favorably recommend PDP 1284-2022 to the BOMA for approval with the forty-two (42) Staff provided conditions of approval. The motion to favorably recommend PDP 1284-2022 to the Board of Mayor and Aldermen with the Staff associated conditions of approval passed by a vote of 6-1. The nay vote was by Chairman Duda.

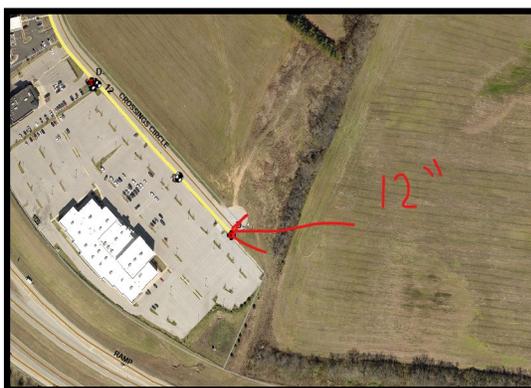
Planning and Engineering Conditions:

1. Approval of this preliminary plan development will be valid and vesting in accordance with the vesting Table 13-2 from the date of Planning Commission approval. Modification to the approved plan may require Planning Commission Approval or BOMA approval. The date of the approval will be tied to and vested in accordance with all city development regulations in place at the time of approval to include, but not be limited to the Unified Development Code last amended October 17, 2022.
2. The final revised preliminary development plan as approved by the Planning Commission and BOMA must be provided to the Planning Department within 30 days of final approval. Please submit the approval with the following documents within one document:
 - a. Technical sheets
 - b. Pattern Book
 - c. Application
 - d. Approval Letter (provided by city)
 - e. Ordinance adopted by BOMA (provided by city)
 - f. Any and all additional documents included as exhibits during the BOMA approval process
3. Tree surveys will be required for each Plan Development Final submittal.
4. The recreational area must be improved prior to the first CO being issued for Phase 4. If the recreation area has been dedicated to the battlefield trust, no improvements are required and this condition is voided.
5. The location of the self-storage building will be limited to the location indicated within the submitted plans and the architectural design and finishes must be congruous with the architectural finishes of the neighboring uses.
6. The applicant must work with staff to identify the approach to managing the developments impact to TDEC streams, stream buffers, and floodplain to ensure compliance with the NFIP is satisfied.
7. Compliance with the USACE Water of the US and endangers species act must be adhered to and coordination with the City Engineer.
8. The plan development final plans must detail crosswalks and ADA ramps at the applicable locations, and there must be ADA access from the sidewalk to all buildings, commercial sites, and public amenity spaces.

9. The Bulk and Area requirements as presented within the pattern book will dictate lot development criteria.
10. The development will be limited to specific primary and accessory land uses identified within the provided pattern book. Any use that is not explicitly allowed will not be a permitted use. In order to add a use, the plan will be required to be amended through the Plan Development process as outlined in the UDC.
11. All buildings must be oriented to and have a public entrance from the highest street classification that the lot fronts. Public entrances must be visually distinctive from the remaining portions of the façade along which they are located.
12. The applicant must provide complete and sufficient information in the applicable design satisfactorily addressing the City Engineers comments before any permits or a pre-con meeting can occur. Any disagreement on information, design or accuracy of information between the City Engineer and applicant that cannot be resolved must be heard by the Planning Commission for a final determination.
13. All rooftop equipment must be screened in accordance with the UDC.
14. All proposed curb cuts and proposed driveways must comply with table 16-3 "Driveway Spacing" and Article 16.5.D curb cuts of the UDC
15. Stormwater drainage calculations and drainage plans will be required at the time of Plan Development Final (site plan) submittal.
16. Preliminary plats and final plats will be required to be submitted in accordance with the process identified within the UDC. Specific timing of submittals will be determined at the time of Plan Development Final submittal(s).
17. Clear cutting the site is not permitted and. A grading permit is required for all grading activities and reasonable protection and preservation of exiting mature tree growth will be required.
18. Major modification to the street network will require a PDP modification to be approved following the PDP process as describe in Article 13 of the UDC.
19. If phasing and development occur out of order from what has been presented within the proposed pattern book, any condition linked to phasing will be amended administratively by staff through coordination with the developer to ensure conditions as presented correspond accordingly.
20. Where the PDP pattern book and proposed ordinance is silent the UDC base standards will apply, this includes but is not limited to Articles 9, 10, 11, 12, 13, 15, and 17 of the UDC.

Utility Department Conditions of Approval for USTA/SMASH:

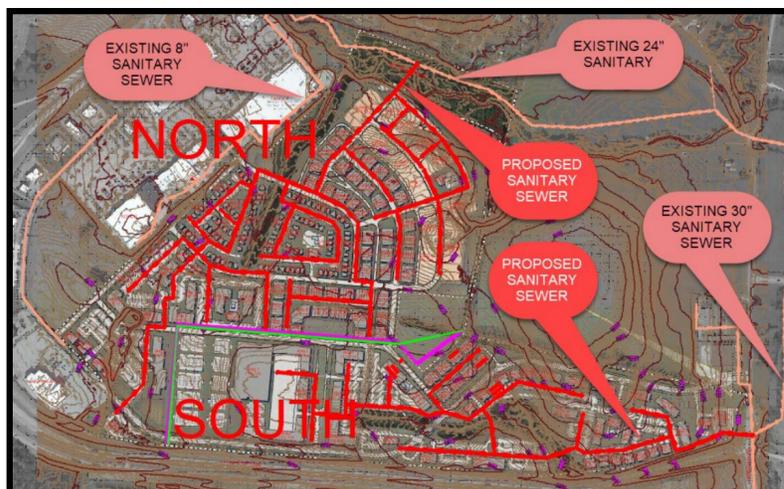
1. This condition shall be confirmed upon final completion of the water modeling results. Phases 1A,1B, and Phase 2 shall be constructed/fed from the existing feeds: The 12-inch Crossing Blvd line, the 12-inch line along Crossings Cir; and the 8-inch feed from Jackson Jones behind Target. (See drawings below.) These improvements must be completed prior to issuance of any building permits.



2. The 12-inch water line connecting under Saturn Parkway must be bored and installed prior to issuing building permits for proposed phase 3 as submitted (to be constructed dependent upon water modeling results, or if the water model determines an earlier phase)



3. The sanitary sewer line needed to serve the northern sewer shed for the project must be installed prior to issuance of building permits for Phase 1A. The sanitary sewer line needed to serve the southern sewer shed for the project must be installed prior to issuance of building permits for Phase 1B. These conditions are based off the proposed sanitary sewer layout submitted as part of the water and sewer capacity analysis. Any private sewer shall be constructed to public standards.



4. The Utility Department shall review and approve all utility crossings and casings prior to any roads being built so that appropriate provision is made for future utility crossings without having to open cut or bore new roads constructed as part of this development.
5. The Applicant shall coordinate with Utility Department regarding establishing a joint development agreement for potential upsizing of southern sewer shed primary interceptor to make provision to serve future development of properties south of Saturn Parkway. Any upsizing proposals shall be presented to BOMA for review and approval.
6. This development shall be allocated 300,000 gallons of average daily sewer flow. Each future submittal shall include a table showing the sewer allocation and shall note how proposed uses draw down against the allocation. Once the allocation has been fully utilized, no further allocation shall be provided until the wastewater treatment plant expansion has begun construction.
7. Buildings over 75 feet in building height may be required to add a pump or booster pump to provide adequate flows and pressures to upper floors. This shall be determined with each individual project since specific floor heights and sprinkler demands are not known at this time.
8. The applicant shall be required to show the essential domestic water demand along with the non-essential irrigation demand for the whole project broken down by phase. Based on these calculations, the Utility Department shall establish further conditions to provide an allocation of water available from the Water Treatment Plant. The utility department shall review these calculations and work with the applicant to prepare a joint development agreement for utilizing non-potable reuse water to meet non-essential irrigation demand in order to reduce non-essential peak irrigation demand.
9. Any changes to the phasing of the project shall require an update and resubmittal of the water and sewer capacity study and revisions of the conditions may be required.
10. The 12-inch water line connection and main connection to Kedron Rd (**Highlighted in purple**) must be installed and on-line prior to the start of construction of Phases 3 and 4. (This condition is dependent upon water modeling results)



Parks and Recreation Conditions:

1. Greenway trail and associated improvements must be constructed and approved prior to the issuance of vertical construction of Phase 3.
2. Greenway connections to Jerry Erwin Park and to the existing greenway trails located adjacent to the Columns apartments need to be made prior to the issuance of development permits for Phase 4.
3. Trail head at the southern terminus of the proposed greenway trail will be required in accordance with the Bike and Greenway Plan.

Public Works and Street/Traffic Improvements Conditions:

1. Additional ROW dedication may be required to accommodate necessary intersection improvements.
2. Compliance with the USACE Water of the US and endangers species act must be adhered to and coordination with the City Engineer.
3. According to the City's MTP (Proposed Functional Classification), Crossing Boulevard (thru the proposed development) is classified as an arterial from Kedron Road to the tie-in with the existing Crossing Boulevard. Therefore, the design of this facility must meet arterial design criteria as outlined by the UDC and/or AASHTO or TDOT.
4. Prior to the issuance of the first CO of each development phase, a fee-in-lieu equivalent to \$3,500 per signalized intersection must be paid to the city, for re-timing the signalized intersections impacted by the development as identified within the TIS and updated TIS.
5. Kedron Access and full development of crossing Blvd. must occur prior to the issuance of the first CO.
6. All recommended road improvements as identified in the final approved Master TIS must be in place prior to the issuance of the first CO phase 1A or 1B.
7. All construction traffic for all phases must utilize the Kedron ingress and egress. A construction traffic and mitigation plan must be submitted and approved prior to the issuance of a grading permit. If construction activity needs to utilize Crossings Blvd and Main Street, this will require coordination and approval from the Public Works Director and City Engineer.
8. Improvements of the roundabout as identified with in the Master TIS must be improved prior to the start of vertical construction of Phase 2.
9. The applicant must update and obtain approval of the TIS. The TIS should address all recommended improvements necessary to mitigate the development traffic on the City roadway network within the study area as outlined in the TIS. This may include additional lanes and/or intersection improvements, additional storage capacity of turn lanes to address queue spillback beyond existing available storage lengths, intersection control, i.e., traffic signalization, bicycle/pedestrian facilities, traffic signal timings, development of Special Event Management Plan. Prior to BOMA 1st reading of the project. Additional conditions may be made/recommended based on the outcome of the study.



April 3, 2023

Peter Hughes
Northfield Complex
5000 Northfield Lane
Building 600
Spring Hill, TN 37174

Re: Spring Hill Crossings Planned Development – PDP Revision 1 – Re-Submittal #2

Dear Peter:

Per our coordination, please find the attached Resubmittal #2 for Planned Development Preliminary (PDP) Revision 1 for Spring Hill Crossings. Other than this cover letter which seeks to further refine the language of several conditions of approval, none of the documents contained in this resubmittal have changed from those that have been previously accepted and for which administrative approval is pending. This resubmittal includes the following:

- Cover Letter (This Document)
- USB Drive containing:
 - Cover Letter
 - Phasing Plan (as submitted previously and pending administrative approval)
 - Technical sheet plan (as submitted previously and pending administrative approval)
 - Pattern Book (as submitted previously and pending administrative approval)
 - Water and Sewer Capacity (as submitted previously and pending administrative approval)
 - Traffic Results (as submitted previously and pending administrative approval)

Since the phasing plan has been administratively approved, the purpose of this re-submittal is to refine the language of several conditions of approval. The proposed conditions of approval as listed herein are requested to replace the corresponding, previously approved conditions of approval:

Utility Department Conditions of Approval for USTA/Smash:

- Condition Number 10: The 12-inch water line connection and main connection to Kedron Rd (Highlighted in Purple) must be installed and on-line prior to the issuance of any CO's for Phase 1B and prior to the start of construction of Phases 2A, 2B, 3, 4A and 4B.

Public Works and Streets/Traffic Improvements Conditions:

- Condition Number 5: A maximum of 300 CO's may be issued for Phase 1A prior to completion of the full development of Crossing Blvd. A temporary Emergency/Construction Access Road and two (2) "Required Roadway" connections from Phase 1A to the existing Crossing Blvd., as depicted on the attached Phase 1A Emergency/Construction Access Drive and Required Roadway Exhibit, must be completed prior to issuance of CO's for Phase 1A. Building Permits for a maximum

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Franklin, TN 370

number 350 units may be issued for Phase 1B prior to completion of the full development of Crossing Blvd. Kedron Road access and full development of Crossing Blvd must occur prior to the issuance of the first CO for Phase 1B and subsequent phases.

- Condition Number 6: All recommended road improvements as identified in the final approved Master TIS must be in place prior to the issuance of the first CO's for Phases 2B, 3, 4A and 4B.
- Condition Number 7: All construction traffic for all phases must utilize Kedron ingress and egress. To accomplish this, an "all weather" temporary Emergency/Construction Access Drive is required to be completed as shown on the attached Phase 1A Emergency/Construction Access Drive and Required Roadway Exhibit. To assist in facilitating this, the Public Works Director has committed to allow the Applicant to utilize approximately 6,250 Cubic Yards of asphalt millings (+/-150,000 SY of asphalt milled at 1-1/2" thickness) presently stored and stockpiled at the Spring Hill Public Works Department. A construction traffic and mitigation plan must be submitted and approved prior to issuance of a grading permit. If construction activity needs to utilize Crossings Blvd and Main Street, this will require coordination and approval from the Public Works Director and City Engineer.

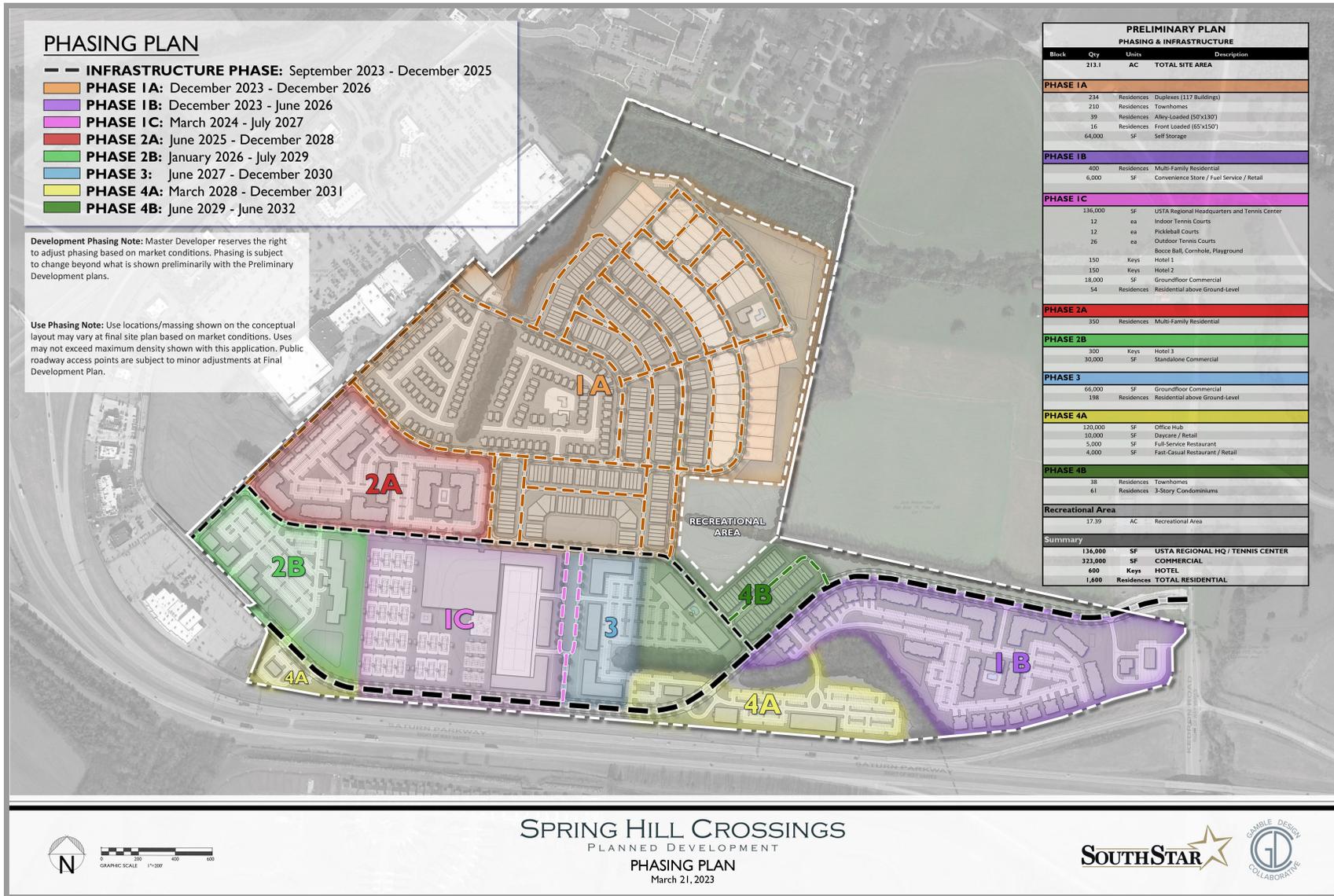
We look forward to our continuing discussions with planning staff and with the planning commission. Please let me know if you require any additional information.

Thank you,

A handwritten signature in blue ink, appearing to read 'Jeff A. Rosiak'.

Jeffrey A. Rosiak, PLA
Gamble Design Collaborative
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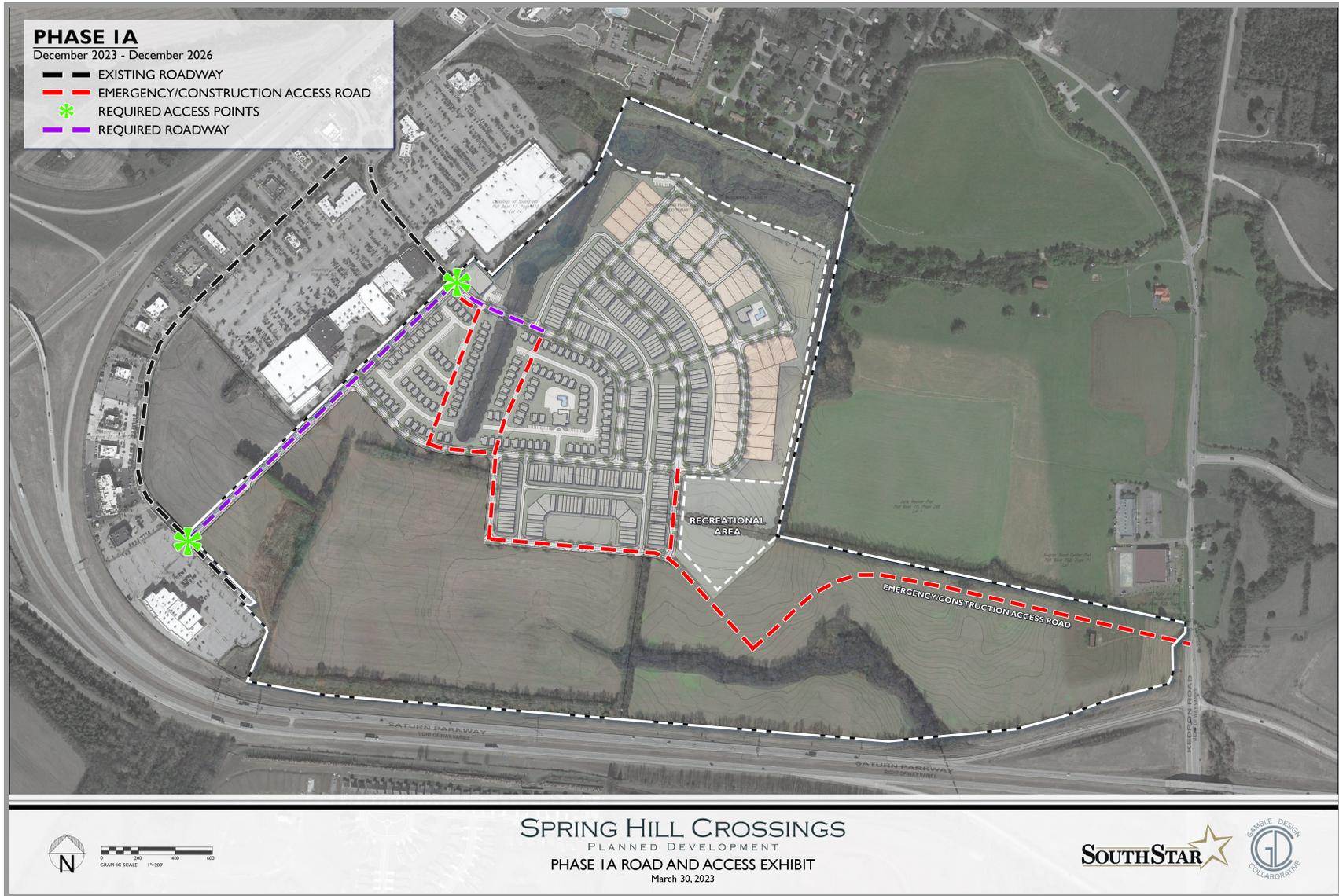


EXHIBIT E



DATE: April 24, 2023
TO: Board of Mayor and Aldermen (BOMA)
FROM: Pete Hughes, Development Director
SUBJECT: Ordinance 23-XX (PDM 1382-2023) Plan Development Modification for Spring Hill Crossings

Exhibit B: Planning Commission Action - At the April 10, 2023 Planning Commission voting Meeting, Alderman Fitterer made a motion and Alderman Trent Linville seconded to favorably recommend PDM 1382-2023 to the BOMA for approval with the seven (7) Staff provided conditions of approval. The motion to favorably recommend PDP 1383-2023 to the Board of Mayor and Aldermen with the Staff associated conditions of approval passed by a vote of 7-0.

Planning Commission Conditions:

1. Vesting of the project is not extended with approval of this modification.
2. The planning commission and BOMA are only approving the modification of the requested conditions. If any other changes have occurred, they are not part of this application nor the approval.
3. The applicant must submit a maintenance and traffic plan for the construction/emergency access road. The plan must address maintaining road conditions in the event of an emergency and making sure that road is not utilized for parking or storage and remains clear from obstruction 24 hours a day.
4. The applicant shall place all conditions of approval in an updated pattern book for the project and submit it to the Development services within 60 days of BOMA approval.
5. The emergency access road must be fully constructed and operational prior to the issue of the 31st CO of Phase 1A.
6. The emergency access road must be designed in a manner to facilitate full turning movements for a fire ladder truck.
7. The revised conditions are approved:

Utility Department Conditions of Approval for USTA/Smash:

- a. Condition Number 10: The 12-inch water line connection and main connection to Kedron Rd (Highlighted in Purple) must be installed and on-line prior to the issuance of any COs for Phase 1B and prior to the start of construction of Phases 2A, 2B, 3, 4A and 4B.

Public Works and Streets/Traffic Improvements Conditions:

- a. Condition Number 5: A maximum of 300 CO's may be issued for Phase 1A prior to completion of the full development of Crossing Blvd. TWO road connections from Phase 1A to the existing Crossing Blvd. must be completed prior to issuance of COs for Phase 1A. Building Permits for a maximum number 350 units may be issued for Phase 1B prior to completion of the full development of Crossing Blvd. Kedron Road access and full development of Crossing Blvd must occur prior to the issuance of the first CO for Phase 1B and subsequent phases. The road access connections must reflect the exhibit below, with two access roads and one emergency access road.



- b. Condition Number 6: All recommended road improvements as identified in the final approved Master TIS must be in place prior to the issuance of the first COs for Phases 2B, 3, 4A and 4B.
- c. Condition Number 7: All construction traffic for all phases must utilize Kedron ingress and egress. To assist in facilitating this, the Public Works Director has committed to allow the Applicant to utilize 6,250 Cubic Yards of asphalt millings (+/-150,000 SY of asphalt milled at 1-1/2" thickness) presently stored and stockpiled at the Spring Hill Public Works Department. A construction traffic and mitigation plan must be submitted and approved prior to issuance of a grading permit. If construction activity needs to utilize Crossings Blvd and Main Street, this will require coordination and approval from the Public Works Director and City Engineer.

EXHIBIT E



DATE: April 24, 2023
TO: Board of Mayor and Aldermen (BOMA)
FROM: Pete Hughes, Development Director
SUBJECT: Ordinance 23-05 (PDM 1382-2023) Plan Development Modification for Spring Hill Crossings

Planning Commission Action - At the April 10, 2023 Planning Commission voting Meeting, Alderman Fitterer *made a motion and Alderman Trent Linville seconded to favorably recommend PDM 1382-2023 to the BOMA for approval with the seven (7) Staff provided conditions of approval. The motion to favorably recommend PDP 1383-2023 to the Board of Mayor and Aldermen with the Staff associated conditions of approval passed by a vote of 7-0.*

Planning Commission Conditions:

1. Vesting of the project is not extended with approval of this modification.
2. The planning commission and BOMA are only approving the modification of the requested conditions. If any other changes have occurred, they are not part of this application nor the approval.
3. The applicant must submit a maintenance and traffic plan for the construction/emergency access road. The plan must address maintaining road conditions in the event of an emergency and making sure that road is not utilized for parking or storage and remains clear from obstruction 24 hours a day.
4. The applicant shall place all conditions of approval in an updated pattern book for the project and submit it to the Development services within 60 days of BOMA approval.
5. The emergency access road must be fully constructed and operational prior to the issue of the 31st CO of Phase 1A.
6. The emergency access road must be designed in a manner to facilitate full turning movements for a fire ladder truck.
7. The revised conditions are approved:

Utility Department Conditions of Approval for USTA/Smash:

- a. Condition Number 10: The 12-inch water line connection and main connection to Kedron Rd (Highlighted in Purple) must be installed and on-line prior to the issuance of any COs for Phase 1B and prior to the start of construction of Phases 2A, 2B, 3, 4A and 4B.

Public Works and Streets/Traffic Improvements Conditions:

- a. Condition Number 5: A maximum of 300 CO's may be issued for Phase 1A prior to completion of the full development of Crossing Blvd. TWO road connections from Phase 1A to the existing Crossing Blvd. must be completed prior to issuance of COs for Phase 1A. Building Permits for a maximum number 350 units may be issued for Phase 1B prior to completion of the full development of Crossing Blvd. Kedron Road access and full development of Crossing Blvd must occur prior to the issuance of the first CO for Phase 1B and subsequent phases. The road access connections must reflect the exhibit below, with two access roads and one emergency access road.



- b. Condition Number 6: All recommended road improvements as identified in the final approved Master TIS must be in place prior to the issuance of the first COs for Phases 2B, 3, 4A and 4B.
- c. Condition Number 7: All construction traffic for all phases must utilize Kedron ingress and egress. To assist in facilitating this, the Public Works Director has committed to allow the Applicant to utilize 6,250 Cubic Yards of asphalt millings (+/-150,000 SY of asphalt milled at 1-1/2" thickness) presently stored and stockpiled at the Spring Hill Public Works Department. A construction traffic and mitigation plan must be submitted and approved prior to issuance of a grading permit. If construction activity needs to utilize Crossings Blvd and Main Street, this will require coordination and approval from the Public Works Director and City Engineer.



TDEC ARP COMPETITIVE GRANT PROGRAM WEBINAR

April 2023

Agenda

- **Opening**
 - Grant Program Overview
 - Grant Program Timeline
 - Grant Eligibility
- **Grant Manuals Overview**
 - Regionalization
 - Water Reuse
 - Resource Protection
 - Co-funding Requirements
 - Reimbursement
 - Scoring/Evaluation
- **Grant Application Information**
 - Application Submission
 - Application Evaluation
 - Resources



Competitive Grant Program Overview

The **Competitive Grant Program** contains **\$200 million** in funding as part of Phase II of the State's **Water Infrastructure Investment Plan**, which designates how the state will invest American Rescue Plan (ARP) fiscal recovery funds.

The \$200 million in funding is allocated to three separate competitive grants:

Regionalization

\$100 million

Water Reuse

\$50 million

Resource Protection

\$50 million

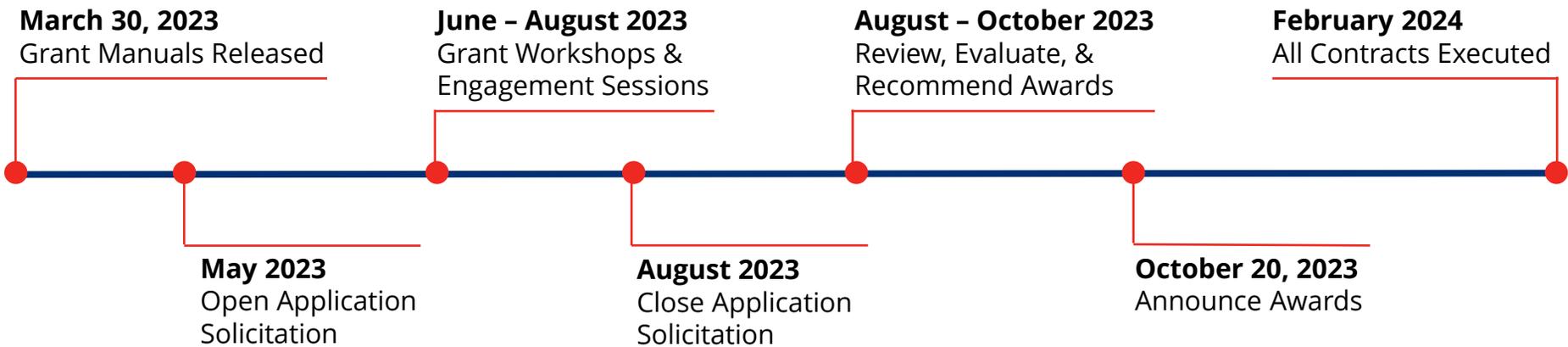


TDEC strongly recommends that eligible entities consider their ongoing projects and what additional projects are feasible within the federal ARP timeline.



All grant applications will be ranked to determine the suitability of funding. Proposals will be reviewed and ranked based on the merits of the application as submitted. Incomplete applications may not be eligible for funding.

Timeline



Review Process Timing



Awards will be announced approximately **60 days** after the application closes



Grant contracts will be executed approximately **120 days** of grant award announcements

Program Spend Timing



Grant contracts will have an effective date of **March 3, 2021** and end on **September 30, 2026**



All **funds** must be **obligated** by **December 31, 2024**



Competitive Grant Program Eligibility

The following entities are eligible to apply for the ARP Competitive Grants:

- Counties and Cities
- Water Utility Districts
- Water Utility Authorities or Similarly Governed Bodies
- For-profit water infrastructure systems, if in partnership with one of the eligible entities as lead grant applicant
- 501(c)(3) Non-Profits, for Resource Protection only

Additional eligibility considerations apply for each grant:

Regionalization

- Grant proposals must include at least one partnership

Water Reuse

- Includes either potable or non-potable water reuse
- Stormwater reuse is not eligible under this category

Resource Protection

- Project categories include stream/wetland restoration, stormwater management, and infrastructure resilience

TN



Grant Manual Components

Regionalization

Regionalization projects **strategically connect Tennessee infrastructure** to improve services and optimize capacity. These efforts seek to provide cooperative support across water and wastewater systems to **enhance system capacity, reduce costs, and/or obtain a higher level of service.**

Definitions

- **Sustainable:** Providing a high-quality level of service in an environmentally responsible manner.
- **Affordable:** Reducing total life cycle costs through economy of scale.
- **Reliable:** Meeting reasonably foreseeable challenges, ensuring source water protection, flood and drought resistance, adequate supply, storage, and transmission flexibility.

Project Award Types

- Investigation and Planning
- Investigation, Planning, and Design
- Planning, Design, and Construction



Regionalization Funding

\$100 million total in funding will be awarded to Regionalization grants

Maximum Proposal Budgets per Project Award Type

Project Award Type	Proposal Budget Max
Investigation and Planning	\$2 Million
Investigation, Planning and Design	\$7 Million
Planning, Design and Construction	\$20 Million

Eligible Activities for Grant Funding Requests

Professional Fee, Grant, and Award	Capital Purchase
Development of a legal framework and governance model for system ownership	Land Purchase for Easement
General Grant Admin	Construction
Acquisition Services for Land/Easement	Equipment Purchase
Review & Legal Fees	Construction Admin/Inspection
Engineering Design/Other Engineering Services	
Survey	Permits/Easement
Bidding Services	



Water Reuse Overview

Water reuse is the practice of **capturing water** that would otherwise be **discarded**, **treating** it to an appropriate level, and **reusing** it for beneficial purposes.

Please note, stormwater reuse activities fall under the Resource Protection grant.

Definitions

- **Non-Potable Water Reuse:** Water is captured, treated, and used for non-drinking purposes, such as toilet flushing, clothes washing, and irrigation
- **Potable Water Reuse:** Water that will be used for drinking water

Project Award Types

Non-Potable Water Reuse:

- Investigation and Planning
- Investigation, Planning, and Design
- Planning, Design, and Construction
- Construction Only

Potable Water Reuse*:

- Investigation and Planning
- Investigation, Planning, and Design



**The State of Tennessee requires a pilot prior to engaging in potable reuse activities, and those pilot activities are considered Investigation and Planning.*

Water Reuse Funding

\$50 million in funding will be awarded for Water Reuse grants

Maximum Proposal Budgets per Project Award Type

Project Award Type	Proposal Budget Max	
	Non-Potable Reuse	Potable Reuse
Investigation and Planning	\$500,000	\$3 Million
Investigation, Planning and Design	\$1.5 Million	\$7 Million
Planning, Design and Construction	\$6.5 Million	N/A
Construction Only	\$5 Million	N/A

Eligible Activities for Grant Funding Requests

Professional Fee, Grant, and Award	Capital Purchase
Investigation to determine interest/viability of water reuse for industry, agriculture, or domestic water needs	Land Purchase for Easement
General Grant Admin	Construction
Acquisition Services for Land/Easement	Equipment Purchase
Review & Legal Fees	Construction
Engineering Design/Other Engineering Services	Admin/Inspection
Survey	Permits/ Easement
Bidding Services	



Resource Protection Overview

Resource protection is defined as projects that improve **water infrastructure resilience** to extreme weather events, improve **stormwater management** or water quality, and/or **restore natural landscape** features for improved hydrology.

Eligible Projects

- **Stormwater Management:** Management of wet weather to maintain and restore natural hydrology by infiltrating, evapotranspiring, harvesting, and reusing stormwater.
- **Stream or Wetland Rehabilitation:** Improving the current stream or wetland function and returning the feature to a more stable state, therefore providing improved resource values.
- **Infrastructure Resilience:** Projects that reduce vulnerability of facilities and assets to manmade or natural disasters, such as extreme weather events.

Project Award Types

- Investigation and Planning
- Investigation, Planning, and Design
- Planning, Design, and Construction
- Construction Only

Resource Protection Funding

\$50 million in funding will be awarded for Resource Protection grants

Maximum Amounts per Project Award Type

Project Award Type	Proposal Budget Max
Investigation and Planning	\$1 Million
Investigation, Planning and Design	\$2 Million
Planning, Design and Construction	\$5 Million
Construction Only	\$5 Million

Eligible Activities for Grant Funding Requests

Professional Fee, Grant, and Award	Capital Purchase
Planning for restoration of permanent riparian buffers, floodplains, or wetlands	Land Purchase for Easement
General Grant Admin	Construction
Acquisition Services for Land/Easement	Equipment Purchase
Review & Legal Fees	Construction Admin/Inspection
Engineering Design/Other Engineering Services	
Survey	Permits/Easement
Bidding Services	



Co-Funding Requirements

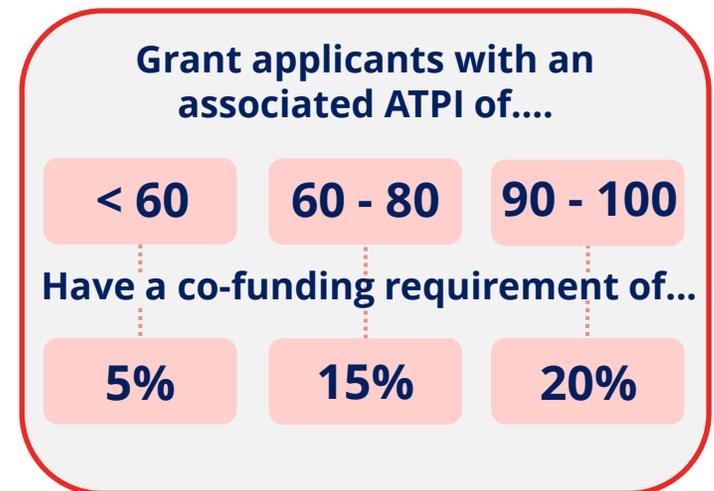
Co-funding is required for this Competitive Grant Program.

Co-funding amounts:

- Co-funding amounts are based on the 2022 Ability to Pay Index (ATPI) for the project area served
 - Water Reuse and Resource Protection: Lead Applicant's ATPI
 - Regionalization: Lowest ATPI of the partners
- No co-funding reductions

Co-funding sources:

- Eligible: Cash and Third-Party In-Kind Contributions
- Ineligible: TDEC ARP Non-Competitive Grant funds



Reimbursement

Reimbursement amounts vary by project type and are the same across the three grants. However, not every grant includes every project type.

Investigation & Planning

80% The maximum allowable reimbursement of the individual project budget until the PER(s) or comparable deliverable is received and approved by TDEC.

Investigation, Planning, & Design

80% The maximum allowable reimbursement of the planning fees of an individual project budget until the PER(s) or comparable deliverable is received and approved by TDEC.

80% The maximum allowable reimbursement of the design fees of an individual project budget until the plans and specifications are received and approved by TDEC.

Planning, Design, & Construction, or Construction Only

80% The maximum allowable reimbursement of the design fees of an individual project budget until the plans and specifications are received and approved by TDEC.

90% The maximum allowable reimbursement of the total individual project costs until the construction is complete, the site has been inspected by TDEC (or designated agent) and is in proper operation, and TDEC has approved the project.



TN



Grant Applications

Application Submission

Every grant application must contain the following components:



Designated grant applicant and partners (if applicable)



Description and narrative of proposal



Uploaded Tennessee Infrastructure Scorecard for lead applicant and any partners (Regionalization and Water Reuse Only)



Detailed proposal and project budget and deliverables timeline



Co-funding requirements



Proposal details – 250-word responses to grant-specific questions



Technical project information – varies by project award type

TN

Application Evaluation Methodology

TDEC will form a panel of three subject matter experts for each grant to review applications.



TDEC will conduct an **administrative review** of each application for **completeness, accuracy, and eligibility** before initiating the technical evaluation.



Proposals will be evaluated using a **scoring rubric** based on a 100-point system. Proposals will be ranked relative to other proposals.

The scoring rubric consists of **Community/ System** Considerations and **Proposal** Considerations.

Proposals with the highest total points at the end of scoring for each grant will be considered for funding. TDEC may not award funds to proposals that score below a 70.

TDEC may not engage with grant applicants during the application evaluation period. Grant applicants are not allowed to revise or add to applications following submission. Incomplete applications may not be eligible for funding.

Scoring Rubrics

Complete scoring rubrics are contained in each of the grant manuals, but at a high level, each grant will be scored on the following considerations:

Regionalization

Community/System Considerations

Max Points: 60

- Financial capacity of lead applicant
- Investment in a disadvantaged community
- Lead applicant population served
- Partner population served
- Current facility design capacity being utilized by lead applicant and partners
- Projected increase in system ability to accomplish project
- Demonstration of related historically successful efforts relating to the project
- Demonstration of rate structure consideration
- Use of non-competitive funds to address system critical needs

Proposal Considerations

Max Points: 40

- Alignment with definition of regionalization
- Demonstration of drivers for regionalization activities
- Project activity alignment with [EPA green guidance](#)

Water Reuse

Community/System Considerations

Max Points: 40

- Technical, managerial, and financial capacity
- Current drought capacity
- Current assimilative capacity of receiving system
- Use of non-competitive funds to address system critical needs
- Demonstration of end market for produced water
- Historical demonstration of enhanced public education and outreach

Proposal Considerations

Max Points: 60

- Alignment with definition of water reuse
- Demonstration of drivers for water reuse activities
- Potable water that will be offset by reused water
- Project outcomes will positively impact an impaired stream for the specific impairment issue
- Plan for enhanced public education and outreach
- Project activity alignment with EPA green guidance

Resource Protection

Community/System Considerations

Max Points: 45

- Investment in a disadvantaged community
- Historical demonstration of successful resource protection projects
- Historical demonstration of enhanced public education and outreach
- Project is on an impaired stream or within the HUC 12 of a stream not supporting all its designated uses and project activities are directly connected to use and water quality improvement

Proposal Considerations

Max Points: 55

- Alignment with definition of resource protection
- Demonstration of need for resource protection
- Demonstrated project outcomes (various options in rubric depending on project type)
- Plan for enhanced public education and outreach

Application Evaluation Considerations



TDEC may consider **feasibility** of project/proposal completion and **diversity** of project types, applicants, geographic distribution in making final funding recommendations



Applicants must demonstrate how they will meet **co-funding requirements** and validate the feasibility of project completion within the performance period



Please note that **TDEC may select parts of a proposal for funding** and may offer to fund less than the eligible grant amounts or a smaller amount than requested in the application



Applications will not be reviewed before the deadline; there is no incentive to submit applications early. **We advise applicants to take any extra time to review the application for accuracy before submitting**, as revisions or additions are not allowed following submission.



Next Steps

- 1** Review the **grant manuals** before the application solicitation opens in May
- 2** Be prepared to **work on your application** between May and August
- 3** Work to get any **unapproved non-competitive grant applications approved and under contract** as soon as possible
- 4** Sign up for the **TDEC ARP listserv** at the [*bottom of the ARP website home page*](#) and stay tuned for further engagement opportunities



Resources

- [Regionalization Grant Manual](#)
- [Water Reuse Grant Manual](#)
- [Resource Protection Grant Manual](#)
- [State Strategic Projects Framework](#)
- [TDEC ARP Website](#)





Questions?



Competitive Grant Manual: Water Reuse

State Water Infrastructure Grant Program:
American Rescue Plan

Tennessee Department of Environment & Conservation | March 2023



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Grant Overview

The federal American Rescue Plan Act (ARPA) authorized and appropriated American Rescue Plan (ARP) fiscal recovery funds to the State of Tennessee (the “state”). The state’s [Water Infrastructure Investment Plan \(WIIP\)](#) describes how the state plans to invest these funds in water infrastructure projects. The state’s Financial Stimulus Accountability Group (FSAG) designated \$1.35 billion for the Tennessee Department of Environment and Conservation (TDEC) to administer for this purpose. This grant manual details how TDEC is allocating \$200 million in the form of competitive grants. Funds are made available through the State Water Infrastructure Grants (SWIG) program to be used for eligible drinking water, wastewater, or stormwater projects that target investments in three areas: regionalization, water reuse, and resource protection. SWIG has designed three separate competitive grant programs for each of these target investment areas and has allocated \$100 million for regionalization grants, \$50 million for water reuse grants, and \$50 million for resource protection grants. This grant manual describes the **water reuse** grant program.

Entities eligible to apply for these competitive grants must meet technical and administrative requirements and demonstrate a co-funding commitment before a grant can be awarded. Applications will be scored to determine suitability for funding. TDEC will award grants until the designated funding is exhausted. The state must obligate all ARP funds by December 31, 2024 to ensure all ARP funds are entirely spent by December 31, 2026.

State Goals and Priorities

These competitive SWIG investments are one opportunity to modernize, improve, and strengthen water infrastructure across the state. TDEC is focusing this competitive SWIG grant effort on the following goals:

- Provide safe, reliable, and affordable water, wastewater, and stormwater services to Tennesseans through promoting regional and collaborative approaches to water infrastructure challenges;
- Promote resiliency, plan for extreme weather events, and reduce nutrient strain on Tennessee’s waterways through the beneficial reuse of water;
- Improve Tennessee community’s stormwater challenges through the integration of resource protection activities; and
- Support strategic investments in water system challenges.

Applicants for this competitive grant should focus on the beneficial reuse of water.

Background

Initially, TDEC identified priority areas of emphasis in the WIIP¹. In February of 2022, TDEC launched a non-competitive grant opportunity that provided an allocation to all counties and cities that own or operate a drinking water, wastewater, or stormwater system. Focusing on critical needs and priority areas prepares Tennessee’s water infrastructure systems for long-term technical, financial, managerial, and environmental sustainability. To ensure the most critical aspects of a drinking water or wastewater treatment system are addressed, TDEC established a subset of these priority areas of emphasis for designation as critical need areas. With the non-competitive grant opportunity closed, TDEC is now turning to the competitive grant process.

Timeline and Review Process

This grant manual is for the competitive grant offering focused on Water Reuse, which is defined in the Eligibility section of this grant manual. The grant manuals for the water reuse and resource protection competitive grant opportunities may be found on the [TDEC ARP website](#).

The following is a draft timeline of the application and review process for this competitive grant offering. This is subject to change and extensions may be granted solely at TDEC’s discretion.



TDEC will review, evaluate, and recommend grant awards following the closure of the application solicitation, and will announce awards in approximately **60** days after the application is closed. To prevent conflicts of interest and maintain the integrity of the

¹ See Section V of the WIIP for a complete description of priority areas.

competitive process, TDEC is unlikely to engage with grant applicants between the application solicitation opening and announcement of awards and may only contact applicants to clarify minor points within the proposal. Grant applicants are required to have a full and complete application submitted by the application solicitation closing and may not be able to modify or add to an application between submission and announcement of awards. TDEC will rank and review applications based only on the information included in the application at the time of submission. Incomplete applications may not be considered for funding.

TDEC will strive to execute contracts within **120** days of grant award announcements. Each contract will be individualized based on the proposed scope of work and project timelines. Grant applicants should anticipate project management discussions with TDEC during this time, including but not limited to an overview of the award, scope of services, project timelines, terms and conditions (which are set at the time of grant award), subcontracting, the budget, and the process for reimbursement of costs incurred. Applicants may be able to modify their application to ensure that the application and information within is ready for contract execution during the window between award announcement and contract execution.

REVIEW PROCESS

TDEC will review, evaluate, and recommend grant awards following closing the application solicitation.



Awards will be announced in approximately **60 days** following the competitive grant application closing.



Grant contracts will be executed within **120 days** of grant award announcements.

Eligibility

Grant Applicants

Eligible grant applicants include all counties and cities, water utility districts, and water utility authorities or similarly governed/authorized entities. For-profit water infrastructure systems may also be eligible if they apply in partnership with an eligible county, city, water utility district, or water utility authority serving as the lead grant applicant. Grant applicants must certify in the application that the system is either not under a state or federally mandated compliance order or is actively working to address any significant non-compliance.

Eligible grant applicants (i.e., grantees) may only lead the submission of a single grant application under the water reuse offering. Entities that are eligible to apply under the other competitive grant offerings (regionalization and resource protection) may submit additional applications under those solicitations. Approval for funding of a water reuse grant does not prohibit an entity from also applying for or receiving funding for a highly ranked application under regionalization or resource protection. TDEC reserves the right to consider the feasibility of executing projects under multiple grants, including the non-competitive grant offering, when determining awards.

Grantees are responsible for grant oversight and monitoring of activities. Grantees are also responsible for submitting progress updates as requested by TDEC and as required by the U.S. Department of Treasury (the "Treasury"). Activities associated with these requirements are administrative expenses and may be funded using grant funds not to exceed 6% of the total grant contract. For additional information about oversight, monitoring, and progress update submittal, see the Funding Conditions section of this grant manual.

Eligible Activities

Water reuse is the practice of capturing water that would otherwise be discarded, treating it to an appropriate level, and reusing it for beneficial purposes.

- **Non-Potable Water Reuse:** Water is captured, treated, and used for non-drinking purposes, such as toilet flushing, clothes washing, and irrigation.
- **Potable Water Reuse:** Water that will be used for drinking water.

These practices are inherently eligible in both the [Clean Water State Revolving Fund \(CWSRF\)](#) and [Drinking Water State Revolving Fund \(DWSRF\)](#) programs. Certain legal assistance activities are allowed under CWSRF and DWSRF eligibility; please refer to the eligibility guidance² for additional information.

Note that stormwater reuse activities will fall under the resource protection competitive grant. All grant activities must occur within the State of Tennessee to be eligible for this funding opportunity.

² Overview of CWSRF Eligibilities: https://www.epa.gov/sites/default/files/2016-07/documents/overview_of_cwsrf_eligibilities_may_2016.pdf; Overview of DWSRF Eligibilities: https://www.epa.gov/sites/default/files/2019-10/documents/dwsrf_eligibility_handbook_june_13_2017_updated_508_versioni.pdf

Project Award Type

The project award type dictates the extent of activities and deliverables. For non-potable water reuse, there are four project award types: Investigation and Planning; Investigation, Planning, and Design; Planning, Design, and Construction; and Construction only. For potable water reuse, there are two project award types: Investigation and Planning; and Investigation, Planning, and Design. *This is because the State of Tennessee requires a pilot prior to engaging in potable reuse activities, and those pilot activities are considered Investigation and Planning.* Proposals must identify the eligible activities, clearly articulate whether the grant applicant or any partners on the application are responsible for certain activities, and how those activities fall into one project award type.

Funding

TDEC has allocated **\$50M toward water reuse** in this competitive grant offering. TDEC reserves the right in its sole discretion to award funds for grants that total below, at, or above the funding allocation. TDEC may also dedicate more or less funds to the regionalization and/or resource protection grant allocations based on the quantity and quality of applications received for each grant program.

TDEC has developed **proposal budget maximums** based on the project award type for a proposal. **The proposal budget maximum includes funds requested for reimbursement and applicable co-funding, as described in the next section.** The **proposal budget maximums** by project award type are:

Project Award Type	Non-Potable Reuse	Potable Reuse
Investigation and Planning	\$500,000	\$3 Million
Investigation, Planning and Design	\$1.5 Million	\$7 Million
Planning, Design and Construction	\$6.5 Million	N/A
Construction Only	\$5 Million	N/A

Eligible grant applicants may apply for up to this dollar amount under an application for an eligible water reuse project. Please note that TDEC may select parts of a proposal for funding and may offer to fund more or less than the eligible grant amounts or a larger or smaller amount than requested in the application.

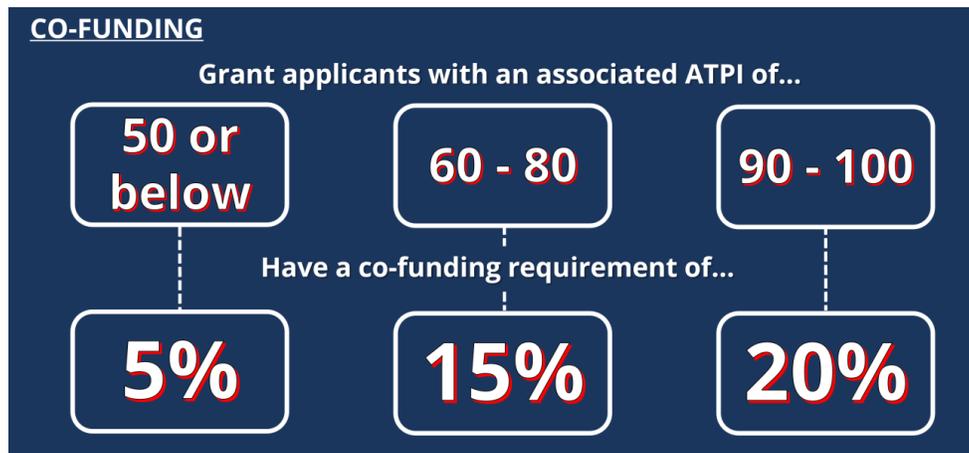
The following table demonstrates the general categories of allowable activities:

Professional Fee, Grant, and Award	Capital Purchase
Investigation to determine interest/viability of water reuse for industry, agriculture, or domestic water needs	Land Purchase for Easement
General Grant Admin	Construction
Acquisition Services for Land/Easement	Equipment Purchase
Review & Legal Fees	Construction Admin/Inspection
Engineering Design/Other Engineering Services	
Survey	Permits/Easement
Bidding Services	

When developing and submitting proposals, grant applicants must consider proposal budget maximums and co-funding requirements, detailed in the following section. A proposal's total project budget is the sum of the total state allocation and co-funding. Co-funding will be applied to each reimbursement request up to the total project budget.

Co-Funding

Co-funding requirements are applied to every competitive SWIG proposal. Co-funding requirements range from 5%–20%. Co-funding amounts are based on the 2022 [Ability to Pay Index \(ATPI\)](#), for the project area served (city or county scale).³



³ ATPI represents a database of a database of a community's unique and socio-economic and financial data to determine their fiscal health and fiscal capacity.

For water reuse proposals, the required co-funding percentage will be based on the ATPI of the grant applicant. Grant applicants should indicate the required co-funding on the budget sheet; leveraging of additional funds should not be included in the budget worksheet but should be included in the grant application narrative. Both cash and third-party in-kind contributions are eligible to meet co-funding requirements. Co-funding requirements cannot be met through TDEC ARP non-competitive funds. Entities will need to demonstrate other funding sources leveraged to meet the co-funding requirements under this competitive grant solicitation.

Cash may consist of local ARP funds, State Revolving Fund loans, financial assistance grants and loans, cash reserves, revenue bonds, and public-private partnerships or sponsors. Other cash-value contributions include engineering plans and specifications developed on or after March 3, 2021.

Third-party in-kind contributions mean the value of non-cash contributions that may consist of goods or services, benefit a federally assisted project, and are contributed by a third party without charge. These may include project owner labor, equipment services, or material contributions. TDEC will consider using in-kind co-funding contributions provided an individual accountability report is completed and submitted with the grant application.

Treasury's Final Rule allows for the use of ARP funds as a match for other federal and non-federal grant programs where the costs are eligible under both programs. The entire project, including ARP dollars, is then subject to the requirements of those grant programs. Local or state ARP funds cannot be used as match for grant programs that restrict the use of federal funds to meet match requirements.

Administrative Use of Funds

Grant applicants are responsible for ensuring proper grant administration. Applicants may contract with consultants to administer the grant; however, legal liability of the terms and conditions of the grant remains with the grant applicant.

Up to 6% of a grant applicant's total grant contract may be used for reasonable and allocable administrative expenses. Administrative expenses may include grant application, project and proposal development and submittal, reporting, compliance assurance, monitoring, or direct or indirect costs associated with administering the grant award. Grantees may also be reimbursed for a reasonably proportionate share of the costs of audits required by and performed in accordance with the "Single Audit Act Amendments of 1996" as provided in 2 C.F.R. § 200.425.

Examples of Eligible Projects

Scenario A	Monroe County Water Authority wants to fund a pilot treatment unit to explore future potable water reuse.
Project application example	Monroe County Water Authority submits a \$3 million proposal for the Investigation and Planning award type. Monroe County has an ATPI of 50, so its co-funding requirement is 5% (\$150,000).
Funding scenario	<ul style="list-style-type: none"> • Total state allocation requested in this proposal: \$2.85 million • Allowable Administrative Expenses: \$180,000 (6% of \$3 million) • Co-Funding Percentage: 5% • Required Co-Funding: \$150,000 • Total Project Budget: \$3 million with up to \$180,000 available for administrative expenses and the remainder available for the project.

Scenario B	The City of Dekalb and the Dekalb Water Authority plan to expand their non-potable water reuse activities to include irrigation of new athletic fields. The Dekalb Water Authority owns and operates the wastewater treatment plant and the City of Dekalb oversees the end use of the reused water. The City and water authority need to develop plans and specifications and will construct them as a part of the project.
Project application example	The Dekalb Water Authority submits a \$5 million proposal for the Planning, Design, and Construction project award type. The City of Dekalb has an ATPI of 80, so its co-funding requirement is 15% (\$750,000).
Funding scenario	<ul style="list-style-type: none"> • Total state allocation requested in this proposal: \$4.25 million • Allowable Administrative Expenses: \$300,000 (6% of \$5 million) • Co-Funding Percentage: 15% • Required Co-Funding: \$750,000 • Total Project Budget: \$5 million with up to \$300,000 available for administrative expenses and the remainder available for the project.

Submission Guidelines

Each proposal should describe a single project that falls under a discrete type. Grant applicants should select the project award type that describes the maximum extent of activities proposed

within the proposal. The budget maximums by project award type are described in the Funding section of this manual.

Alignment with the definition of **water reuse** is critical in determining suitability for funding. Therefore, grant applicants must demonstrate that their proposal aligns with the definition of water reuse and meets all activity eligibility requirements, as described in this grant manual's Eligibility section. Applicants will develop and submit this narrative as a part of the proposal submission through the [Grants Management System \(GMS\)](#).

Format and Checklist

Applicants will complete a grant application using TDEC's online GMS. The GMS allows grants administration partners to affiliate with the grant applicant to prepare the application for the legally authorized representative's review and electronic signature. Signees other than the executive officer or mayor must include a resolution from the applicant's governing body giving authority to sign for the applicant.

The GMS will include the grant manual, application, project proposal narrative, budget worksheets, and document upload capability. It will be designed to ensure that only complete applications may be submitted for TDEC review and approval. The GMS will also serve as the portal for submitting the required Title VI Pre-Audit Survey, Supplier Direct Deposit Authorization (SDDA), and future invoices for reimbursement requests and state approvals.

The solicitation will announce the opening and closing dates of the application period as detailed in the Timeline section of this grant manual. Long-term access to the GMS is possible with user login and affiliations. More information about this system will be available to grant applicants during the grant workshops and on the website.

Grant Proposal Requirements

The following information is required as part of a complete grant proposal.

A. Designated grant applicant

1. Identification of lead grant applicant,
2. Verify no current, federal, or state mandated compliance orders exist or if there are compliance issues, the entity is either working with state and federal officials to address concerns or utilizing this project to address concerns,

3. Identification of all partners party to the grant proposal, if applicable, and
4. Demonstration of interjurisdictional agreements or letters of support from all entities identified in (3), if applicable.

B. Description and narrative of the overall proposal, including:

1. Project name
2. Narrative description of the project
3. Water Reuse type
 - a. Non-Potable Water Reuse
 - b. Potable Water Reuse
4. Project award type
 - a. Investigation and Planning
 - b. Investigation, Planning, and Design
 - c. Planning, Design, and Construction
 - d. Construction Only
5. Detailed scope of work for this grant
 - a. Activities and milestones
 - b. Timeline
 - c. Start and completion dates of construction (if applicable)
6. Total Project Information
 - a. Total project budget
 - b. Total project timeline, including start and completion dates for all project phases
 - c. Additional funding sources committed to the project (other than the co-funding for this grant opportunity)
7. ATPI of lead applicant (C1 of scoring rubric)
8. Description and distribution of partner responsibilities, if applicable
9. Current ability to withstand drought (C2 of scoring rubric)
10. Current assimilative capacity of receiving stream (C3 of scoring rubric)

C. Uploaded Tennessee Infrastructure Scorecard(s) for lead applicant and any partners (informs C1 of scoring rubric)

D. Overall grant budget, including:

1. Distribution of funds for lead applicant and any partners,
2. Total administrative expenses, and
3. Budget for project.

E. Co-funding requirements

F. Proposal details (maximum response - 250 words per question)

1. How did the applicant utilize non-competitive funds to address system critical needs? (C4 is scoring rubric)
2. Provide demonstration of a sufficient end market for the reuse water. Upload any supporting documentation to demonstrate the end market. (C5 in scoring rubric)
3. Describe historical enhanced public engagement and outreach efforts and if such efforts are planned for this project. (C6 in scoring rubric)
4. How does the proposal align with the definition of water reuse? (P1 in scoring rubric)
5. Describe the need for water reuse efforts. What are the specific drivers for water reuse? (P2 in scoring rubric)
6. How much potable water is anticipated to be saved/offset through water reuse activities? This should be reported as a percentage of total potable water utilized by the entity. (P3 in scoring rubric)
7. Is protection of an impaired stream a part of the project outcomes? If yes, describe in detail how the project outcomes will positively impact an impaired stream for its specific impairment. (P4 in scoring rubric)
8. Describe any past enhanced public education and outreach efforts conducted by the lead applicant. (P5 in scoring rubric)
9. Are project activities resilient, sustainable, environmentally innovative, and green according to [EPA guidance](#)? Identify the percentage of the project budget associated with these components. (P6 in scoring rubric)

G. Technical Project Information

1. Investigation and Planning Project
 - a. Detailed individual project budget
 - b. Maps of the area of interest and location of activities
 - c. Detailed schedule for the project which includes deliverable dates:
 - i. Engineering Agreement within 60 days of grant award
 - ii. Preliminary engineering report (or facilities plan)
2. Investigation, Planning, and Design Project
 - a. Detailed individual project budget
 - b. Maps of the area of interest and location of activities
 - c. Detailed schedule for the project which includes deliverable dates:
 - i. Engineering Agreement within 60 days of the grant award
 - ii. Preliminary engineering report (or facilities plan)
 - iii. Plan of Operation(s) for every individual project where a new facility is planned, or expansion or upgrade of the existing facility
 - iv. Engineering plans and specifications

- v. List of required permits (as needed for plans approval)
- 3. Planning, Design, and Construction Project
 - a. Detailed individual project budget
 - b. Maps of the area of interest and location of activities
 - c. Detailed schedule for the project which includes deliverable dates:
 - i. Preliminary engineering report (or facilities plan)
 - ii. Plan of Operation(s) for every individual project where a new facility is planned, or expansion or upgrade of the existing facility
 - iii. Engineering plans and specifications
 - iv. Project start of construction
 - v. Projected Initiation of Operations
 - vi. Operation and maintenance manual on or before the date
 - vii. Complete construction
 - viii. List of required or approved permits (as needed)
 - ix. Site certification or letter in lieu of for the project (as needed)
- 4. Construction Only Project
 - a. Detailed individual project budget
 - b. Maps of area of interest and location of activities
 - c. Preliminary engineering report(s) (or facilities plan)
 - d. Engineering plans and specifications
 - e. Detailed schedule for each project which includes deliverable dates:
 - i. Plan of Operation(s) for every individual project where a new facility is planned, or expansion or upgrade of the existing facility
 - ii. Projected start of construction
 - iii. Initiate operation on or before the date
 - iv. Operation and maintenance manual on or before the date (if applicable)
 - v. Complete construction on or before the date
 - vi. List of required or approved permits (as needed)
 - vii. Site certification or letter in lieu of for each project (as needed)

Application Evaluation

Proposal Priority Ranking

All grant applications will be ranked to determine the suitability of funding. TDEC may not engage with grant applicants to answer specific questions about projects or proposals between the application solicitation opening and the announcement of awards. TDEC will not allow grant

applicants to revise or add to applications following submission. Proposals will be reviewed and ranked based on the merits of the application as submitted. Incomplete applications may not be eligible for funding.

TDEC will assemble a lead panel of three (3) subject matter experts to review, rank, and recommend proposals for funding. Other subject matter experts may be included in review discussions or asked to contribute specific feedback necessary for completing the reviewing, ranking, and recommending process. Proposals will be reviewed and ranked relative to other proposals within the project award type following close of the application period. Proposals will not be ranked as they are received. TDEC aims to dedicate 50% of the overall funding for this competitive grant to proposals involving construction (Planning, Design and Construction and Construction Only project award types) and 50% of the overall funding to non-construction proposals (Investigation and Planning and Investigation, Planning and Design).

Proposals will be reviewed and ranked to assess the most funding-worthy projects. Within each row (section) of the scoring rubric, a proposal will receive a score ranging from 0 to the maximum available points, using whole numbers. Proposals with the highest total points at the end of scoring will be considered for funding. Each proposal will be evaluated using the following scoring rubric:

Section	Criteria	Maximum Available Points
COMMUNITY / SYSTEM CONSIDERATIONS		40
C1	Technical, managerial, and financial (TMF) capacity of applicant <ul style="list-style-type: none"> • 0 points for inadequate TMF capacity • 5 points for adequate TMF capacity • 10 points for exceptional TMF capacity 	10
C2	Current drought capacity <ul style="list-style-type: none"> • 1 point for current drought capacity adequate to withstand drought • 3 points for current drought capacity inadequate to withstand extreme drought • 5 points for current drought capacity inadequate to withstand mild drought 	5
C3	Current assimilative capacity of receiving stream <ul style="list-style-type: none"> • 1 point for high potential for increased wasteload allocation • 3 points for moderate potential for increased wasteload allocation 	5

	<ul style="list-style-type: none"> • 5 points for low potential for increased wasteload allocation 	
C4	Use of non-competitive funds to address system critical needs <ul style="list-style-type: none"> • 0 points for significant critical needs identified and not addressed • 5 points for critical needs identified and addressed to the minimum extent • 10 points for no critical needs identified or critical needs identified and addressed above and beyond minimum requirements 	10
C5	Demonstration of end market for produced water <ul style="list-style-type: none"> • 0 points for no end market identified • 5 points for end market identified 	5
C6	Historical demonstration of enhanced public education and outreach <ul style="list-style-type: none"> • 0 points for no historical demonstration • 3 points for adequate historical demonstration • 5 points for exceptional historical demonstration 	5
PROPOSAL CONSIDERATIONS		60
P1	Alignment with definition of water reuse <ul style="list-style-type: none"> • 0 points for inadequate alignment with definition • 5 points for adequate alignment with definition • 10 points for exceptional alignment with definition 	10
P2	Demonstration of drivers for water reuse activities, including consideration of drought capacity and the assimilative capacity of the receiving stream <ul style="list-style-type: none"> • 0 points for no demonstration of drivers • 10 points for demonstration of minor drivers • 20 points for demonstration of major drivers 	20
P3	Potable water that will be offset by reused water <ul style="list-style-type: none"> • 0 points for 0% potable water offset • 3 points for 1-10% potable water offset • 5 points for 11% or greater potable water offset 	5
P4	Project outcomes will positively impact an impaired stream for the specific impairment issue <ul style="list-style-type: none"> • 0 points for no positive impact on an impaired stream • 10 points for impact on an impaired stream 	10
P5	Plan for enhanced public education and outreach <ul style="list-style-type: none"> • 0 points for no enhanced plan • 3 points for adequate enhanced plan • 5 points for exceptional enhanced plan 	5
P6	Project activities are defined as resilient, sustainable, environmentally innovative and green according to EPA guidance	10

	<ul style="list-style-type: none"> • 0 points for 0% of project costs associated with these components • 3 points for 1-10% of project costs associated with these components • 5 points for 11-20% of project costs associated with these components • 7 points for 21-30% of project costs associated with these components • 10 points for 31% or greater of project costs associated with these components 	
MAXIMUM AVAILABLE POINTS TOTAL		100

The assessing panel will recommend funding proposals based on the evaluation, using the top-scored proposals up to the funding maximum. TDEC may in its sole discretion consider feasibility of project/proposal completion and diversity of project types, applicants, and geographic distribution in making final funding recommendations. TDEC may not award funds to proposals that score below a 70 out of 100 total points. Final funding decisions will be made by TDEC leadership and published online. Funding decisions are final at time of award announcement and publication.

Entities with applications that were not awarded may engage in a due process request by submitting a written request to the Commissioner within ten (10) days of award announcements. Following written request, TDEC will provide additional details regarding the grant application to the entity. TDEC may provide these additional details in writing or in a meeting.

Proposal Review

TDEC will comprehensively review all complete and eligible grant applications, including all required supporting documentation. Applications will be evaluated based solely on the data provided; therefore, project eligibility, co-funding documentation, completeness, and accuracy are essential. Each grant applicant is responsible for submitting all relevant and factual information with the application. Funding will be awarded based on the merits of the applications. Please note that TDEC may select parts of a proposal for funding and may offer to fund less than the eligible grant amounts or a smaller amount than requested in the application.

Applicants must demonstrate how they will meet co-funding requirements and validate the feasibility of project completion within the performance period. TDEC will preliminarily conduct

an administrative review of each application for completeness, accuracy, and eligibility before initiating the technical evaluation. TDEC will further evaluate each application based on the scoring rubric. Proposals will be ranked and reviewed relative to other proposals in their project award type category and top-ranked projects will be recommended for funding.

Information submitted to the GMS will be the basis for grant contracts. Complete applications that include accurate budgets, project timelines and descriptions, and co-funding information are critical for timely grant execution and award. Cost estimates and timelines must be realistic and align with the ARP timeframe. Budget adjustments and grant contract amendments may not be possible. Following announcement of awards, TDEC staff may contact applicants to request additional information, discuss alternatives, or discuss the potential of leveraging other funding opportunities (e.g., SRF, BIL, CDBG). TDEC may also request additional information necessary for contract execution.

Funding Conditions

Grant Schedules

All grant contracts will have an effective date of March 3, 2021 (the American Rescue Plan was signed into law on March 11, 2021). Proposal schedules establish the grant contract term with end dates of September 30, 2026. All proposals must have an end date of September 30, 2026 to ensure proper close-out of all activities prior to December 31, 2026. All grant contracts will end by September 30, 2026.

Project schedules are dependent on the project award type and the project itself. Grant applicants and partners need to consider the feasibility of completing a project within the limits of the project award type. Project schedules should identify start dates, dates of major milestones toward project completion, and end dates based on the deliverables required. Grant applicants must provide the timeline and dates for submitting all deliverables as part of each project schedule.

GRANT SCHEDULES

The American Rescue Plan was signed into law on **March 11, 2021**.

- All grant contracts will have an effective date of **March 3, 2021**.
- Proposal schedules must establish the grant contract term with end date of **September 30, 2026**.
- All proposals must have an end date of **September 30, 2026**.
- All grant contracts will end by **September 30, 2026**.
- Proper close-out of all activities must be completed prior to **December 30, 2026**.

TDEC may, in its sole discretion, amend the individual project schedule upon written request and for good cause shown. **Project schedules must include a start date and an end date. These items must be identified in the grant proposal.**

Reimbursements

A request to be reimbursed for the cost incurred for competitive SWIG grants shall include only requests for actual, reasonable, and necessary expenditures required in the delivery of service described in the grant contract and identified in the individual project budget. Supporting documentation will be required to substantiate the costs requested for reimbursement. This documentation may include purchase orders, pay requests, invoices, and/or proof of payment. Reimbursement shall not include any request for future spending without demonstrating cost incurred. Grantees may incur new obligations to carry out the work authorized in the grant contract and submit reimbursement requests only during the grant contract term. Grant contracts will have an effective date of March 3, 2021 and end on September 30, 2026. Grant applicants may elect to complete their final report early if all contract deliverables are complete and reports are submitted and approved.

REIMBURSEMENTS	
Investigation & Planning	80% The maximum allowable reimbursement of the individual project budget until the PER(s) or comparable deliverable is received and approved by TDEC.
Investigation, Planning & Design	80% The maximum allowable reimbursement of the planning fees of an individual project budget until the PER(s) or comparable deliverable is received and approved by TDEC.
	80% The maximum allowable reimbursement of the design fees of an individual project budget until the plans and specifications received and approved by TDEC.
Planning, Design & Construction, or Construction Only	80% The maximum allowable reimbursement of the design fees of an individual project budget until the plans and specifications received and approved by TDEC.
	90% The maximum allowable reimbursement of the total individual project costs until the construction is complete, the site has been inspected by TDEC (or designated agent) and is in proper operation, and TDEC has approved the project.

Procurement

Grant applicants are responsible for ensuring that any procurement using competitive SWIG funds, or payments under procurement contracts using such funds, are consistent with state procurement standards⁴ and those set forth in the Uniform Guidance at 2 CFR Part 200 Subpart D, as applicable. When the terms of a grant award allow disbursements for the cost of goods, materials, supplies, equipment, or contracted services, such procurement must be made on a competitive basis, including using competitive bidding procedures, if purchases are above the simplified acquisition threshold. According to the State's Procurement Policy, acquisitions greater than \$50,000 are required to be formally procured. At a minimum, this threshold should be applied for any transaction, except for when the local policy calls for formal procurements at a lower dollar threshold. Grant applicants must maintain documentation for the basis of each procurement for which a disbursement is made under to the grant award. In each instance where it is determined that using a competitive procurement method is not practical, supporting documentation must include a written justification for the decision and use of a non-competitive procurement process. Further, grant applicants are considered subrecipients, therefore, must comply with 2 C.F.R. §§ 200.318—200.327 when procuring property and services under a federal award.

For additional information, see U.S. Treasury's Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 CFR Part 200.

Additional Funding Considerations

Some proposals may use grant or loan dollars in conjunction with ARP funds to complete an existing project or leverage multiple funding programs for a new project during the grant period. In some instances, the requirements of the companion grant or loan program (e.g., Davis-Bacon and Buy American provisions) would apply to the ARP project. For example, using funding from SRF in conjunction with ARP to complete a wastewater treatment plant expansion or construction of a new storage tank would necessitate the entire project adhering to the requirements of SRF. However, if the ARP-funded portion of the project is completed using only ARP funds and an SRF loan is sought for a new, distinct phase of the related infrastructure project, the SRF-specific requirements would not apply to the ARP-funded stage of the project.

⁴ State public contracting laws under Tennessee Code Annotated Title 4, Chapter 56; Title 12, Chapter 3; and Title 12, Chapter 4.

TDEC will base grant award totals on the estimates in the grant application budget section. TDEC recommends that applicants research the goods or services they want to purchase and obtain accurate pricing information before submitting their application. **Only goods and services identified in the application and authorized in the grant award will be funded.** Significant adjustments to a grant award budget will not be possible given the federal deadlines. If a grantee needs to adjust line-item expenses, funds may be redirected from one line item to another budgeted line item, up to 20% of the total budget. This action must be a no-cost modification. If projects exceed the grant budget, grantees should pursue an SRF loan or other financial assistance to complete the scope of work by the contract end date of September 30, 2026.

Federal Reporting Requirements

Funds described in the WIIP are federal funds awarded to the state (i.e., state fiscal recovery dollars). All grant recipients are subject to federal reporting requirements found in 2 CRF Part 200 and the Compliance and Reporting Guidance issued by the U.S. Treasury. All SWIG grant recipients must provide timely reports to TDEC during the grant award period. Grant contracts will provide detailed information on program progress and expenditure reporting requirements, reporting frequency, and reporting deadlines. Grant applicants are urged to review the U.S. Treasury Compliance and Reporting Guidance before applying for competitive SWIG funds to become familiar with these requirements, including any requirements that would apply to partners and subcontractors executing elements of a grant proposal. Grant recipients and partners must appropriately maintain accounting records for compiling and reporting accurate, compliant financial data in accordance with appropriate accounting standards and principles and applicable law. Grant applicants may be subject to state and local audits.

Monitoring and Oversight Responsibilities

Grantees are responsible for ensuring all fiscal recovery funds are used in compliance with U.S. Treasury's Final Rule. In addition, recipients should be mindful of any compliance obligations that may apply to other funding sources used in conjunction with these fiscal recovery funds or statutes and regulations that may independently apply to water infrastructure projects. Because it is a requirement for TDEC to provide monitoring and oversight for its subrecipients that participate in this grant program, it is incumbent on all subrecipients to have the proper monitoring and oversight controls in place for its contractors and subcontractors. This includes, but is not limited to:

- Reviewing invoices;
- Ensuring contractors and subcontractors are not federally debarred;
- Requiring that all rules and regulations are followed and complied with;
- Providing project management of the projects to ensure timelines and milestones are being met; and
- Obtaining the necessary reporting information needed by TDEC to comply with the U.S. Treasury's SLFRF guidelines.

Additional Considerations

All construction projects must secure and comply with all relevant state and federal permits before the project execution. Awarding of a grant does not indicate that a permit will be authorized and is not a substitute for required permits. Any construction project should evaluate the need for 401 water quality certification permits, coverage under the DWR construction General Permit, NPDES permits, and any other applicable state and federal permits.

TDEC will require the submission of an authority-to-award (ATA) bid package from grant recipients before commencing construction. Once TDEC completes the review and approval of the ATA bid package, the grant recipient and partners are authorized to award construction contracts subject to any approvals required by law. Grant applicants should schedule pre-construction conferences (PCC) before issuing a notice to proceed (NTP) for construction. TDEC will require a two-week notification before the PCC. Once the PCC is held, an NTP can be issued. construction start dates in the NTP must be within 120 days of the approval of the ATA bid package. If construction projects are not initiated before this date, TDEC may limit the remaining grant activity and/or revoke grant dollars. TDEC will not authorize construction until all permits have been secured. Bid packages will be reviewed for compliance with the competitive procurement process, federal requirements concerning minority business enterprises, equal employment opportunity documentation, bid tabulations, and other common, relevant information.

Construction project grantees must receive TDEC approval for preliminary engineering reports, construction documents, and other common, relevant material before the project closes out. All construction projects will be inspected at the start of construction, during construction, and at construction completion to ensure the project is executed according to plans and specifications, complies with permit requirements, and progresses in a timely manner. Construction projects

experiencing up to three-month delays in individual project schedules and at risk of missing deliverable dates should notify SWIG staff immediately. Grantees must justify the delay and request a project schedule modification. At TDEC's sole discretion, schedule modifications may be granted on a case-by-case basis, given that reasonable assurances are made that the project will be complete by September 30, 2026. No projects may extend construction activity or incur any expenses for reimbursement past September 30, 2026. Any projects not completed on time may forfeit remaining grant award dollars or risk not completing the requirements for construction projects that are provided in grant contracts.

Public Record

Any information affiliated with the solicitation for the State of Tennessee's SWIG funds, including information submitted by applicants, may be considered public record (other than what is not public record due to homeland security) and will be subject to disclosure to the public as required by Tennessee law. By applying for a grant, applicants agree to allow the use of the applicant and project information as provided in the application and grant documents to be published or distributed in various print or electronic media publications.

The application is also subject to the State of Tennessee's applicable laws governing the public disclosure of personally identifiable information, which are set forth in the Tennessee Code Annotated section 10-7-504(a)(29). Pursuant to Tennessee Code Annotated section 10-7-503(a)(5), "information made confidential by State law shall be redacted whenever possible, and the redacted record shall be made available for inspection and copying."

Certification

TDEC reserves the right not to award funds to applicants that:

- Fail to submit a complete application;
- Exhibit poor performance in complying with the expectations and requirements of previous grant or loan contracts with the State of Tennessee; or
- Have regulatory and/or programmatic compliance issues with the State of Tennessee (e.g., is in significant non-compliance with current regulations enforced by TDEC) and do not address any significant non-compliance issues in the grant application.

The applicant shall certify that:

- The applicant understands that the elements of Title VI compliance correspond to requirements for Title VI as provided for in 42 U.S.C. § 2000(d) and in Tennessee Code

Annotated section 4-21-904, and applicant has either adopted and implemented these elements of compliance or has agreed to adopt and implement TDEC's compliance resources as its own;

- The applicant understands that the applicant's eligibility for funding is contingent upon its satisfaction of and adherence to the requirements of Title VI, as well as any contractor or subcontractor associated with the project as required by law;
- The applicant has successfully submitted and received notification of completion for its annual Title VI Compliance application;
- The applicant understands that if the applicant is awarded a grant by TDEC, the applicant will need to show evidence of completion of Title VI training when requested by TDEC;
- The applicant has read and understands the reporting requirements and that the applicant will comply with these requirements;
- All vendors will be selected in accordance with state public contracting laws under Tennessee Code Annotated Title 4, Chapter 56; Title 12, Chapter 3; and Title 12, Chapter 4; and
- The applicant, along with the officers, directors, owners, partners, employees, or agents of the applicant organization, is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for an award by any State or Federal agency.

TDEC encourages all stakeholders to regularly visit the [TDEC ARP Website](#) for program updates and new guidance, and to sign up for TDEC's email distribution list. Questions about the State Water Infrastructure Grants program should be directed to tdec.arp@tn.gov.



Competitive Grant Manual: Resource Protection

State Water Infrastructure Grant Program:
American Rescue Plan

Tennessee Department of Environment & Conservation | March 2023



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Grant Overview

The federal American Rescue Plan Act (ARPA) authorized and appropriated American Rescue Plan (ARP) fiscal recovery funds to the State of Tennessee (the “state”). The state’s [Water Infrastructure Investment Plan \(WIIP\)](#) describes how the state plans to invest these funds in water infrastructure projects. The state’s Financial Stimulus Accountability Group (FSAG) designated \$1.35 billion for the Tennessee Department of Environment and Conservation (TDEC) to administer for this purpose. This grant manual details how TDEC is allocating \$200 million in the form of competitive grants. Funds are made available through the State Water Infrastructure Grants (SWIG) program to be used for eligible drinking water, wastewater, or stormwater projects that target investments in three areas: regionalization, water reuse, and resource protection. SWIG has designed three separate competitive grant programs for each of these target investment areas and has allocated \$100 million for regionalization grants, \$50 million for water reuse grants, and \$50 million for resource protection grants. This grant manual describes the **resource protection** grant program.

Entities eligible to apply for these competitive grants must meet technical and administrative requirements and demonstrate a co-funding commitment before a grant can be awarded. Applications will be scored to determine suitability for funding. TDEC will award grants until the designated funding is exhausted. The state must obligate all ARP funds by December 31, 2024 to ensure all ARP funds are entirely spent by December 31, 2026.

State Goals and Priorities

These competitive SWIG investments are one opportunity to modernize, improve, and strengthen water infrastructure across the state. TDEC is focusing this competitive SWIG grant effort on the following goals:

- Provide safe, reliable, and affordable water, wastewater, and stormwater services to Tennesseans through promoting regional and collaborative approaches to water infrastructure challenges;
- Promote resiliency, plan for extreme weather events, and reduce nutrient strain on Tennessee’s waterways through the beneficial reuse of water;
- Improve Tennessee community’s stormwater challenges through the integration of resource protection activities; and
- Support strategic investments in water system challenges.

Applicants for this competitive grant should focus on resource protection through green infrastructure best management practices, improved stormwater management, and building resilience to extreme weather events and other hazards for drinking water and wastewater systems.

Background

Initially, TDEC identified priority areas of emphasis in the WIIP.¹ In February of 2022, TDEC launched a non-competitive grant opportunity that provided an allocation to all counties and cities that own or operate a drinking water, wastewater, or stormwater system. Focusing on critical needs and priority areas prepares Tennessee's water infrastructure systems for long-term technical, financial, managerial, and environmental sustainability. To ensure the most critical aspects of a drinking water or wastewater treatment system are addressed, TDEC established a subset of these priority areas of emphasis for designation as critical need areas. With the non-competitive grant opportunity closed, TDEC is now turning to the competitive grant process.

Timeline and Review Process

This grant manual is for the competitive grant offering focused on Resource Protection (i.e., green infrastructure), which is defined in the Eligibility section of this grant manual. The grant manuals for the water reuse and resource protection competitive grant opportunities may be found on the [TDEC ARP website](#).

The following is a draft timeline of the application and review process for this competitive grant offering. This is subject to change and extensions may be granted solely at TDEC's discretion.



¹ See Section V of the WIIP for a complete description of priority areas.

TDEC will review, evaluate, and recommend grant awards following the closure of the application solicitation, and will announce awards in approximately **60 days**. To prevent conflicts of interest and maintain the integrity of the competitive process, TDEC is unlikely to engage with grant applicants between the application solicitation opening and announcement of awards and may only contact applicants to clarify minor points within the proposal. Grant applicants are required to have a full and complete application submitted by the application solicitation closing and may not be able to modify or add to an application between submission and announcement of awards. TDEC will rank and review applications based only on the information included in the application at the time of submission. Incomplete applications may not be considered for funding.

TDEC will strive to execute contracts within **120 days** of grant award announcements. Each contract will be individualized based on the proposed scope of work and project timelines. Grant applicants should anticipate project management discussions with TDEC during this time, including but not limited to an overview of the award, scope of services, project timelines, terms and conditions (which are set at the time of grant award), subcontracting, the budget, and the process for reimbursement of costs incurred. Applicants may be able to modify their application to ensure that the application and information within is ready for contract execution during the window between award announcement and contract execution.

Eligibility

Grant Applicants

Eligible grant applicants include all counties and cities, water utility districts, water utility authorities or similarly governed/authorized entities, and 501(c)(3) non-profits. For-profit water infrastructure systems may also be eligible, if they apply in partnership with an eligible county, city, water utility district, water utility authority, or 501(c)(3) nonprofit as the lead grant applicant.

REVIEW PROCESS

TDEC will review, evaluate, and recommend grant awards following closing the application solicitation.



Awards will be announced in approximately **60 days** following the competitive grant application closing.



Grant contracts will be executed within **120 days** of grant award announcements.

Eligible grant applicants may lead the submission of multiple grant applications and/or partner on additional grant applications. However, TDEC may choose to fund only a single resource protection grant per eligible grant applicant following the competitive ranking process. Entities that are eligible to apply under the other competitive grant offerings (regionalization and water reuse) may submit additional applications under those solicitations. Approval for funding of a resource protection grant does not prohibit an entity from also applying for or receiving funding for a highly ranked application under regionalization or water reuse. TDEC reserves the right to consider the feasibility of executing projects under multiple grants, including the non-competitive grant offering, when determining awards.

Grantees are responsible for grant oversight and monitoring of activities. Grantees are also responsible for submitting progress updates as requested by TDEC and as required by the U.S. Department of Treasury (the "Treasury"). Activities associated with these requirements are administrative expenses and may be funded using grant funds not to exceed 6% of the total grant contract. For additional information about oversight, monitoring, and progress update submittal, see the Funding Conditions section of this grant manual.

Eligible Activities

Resource protection is defined as projects that improve water infrastructure resilience to extreme weather events, improve stormwater management or water quality, and/or restore natural landscape features for improved hydrology. Primarily, projects should focus on green (i.e., natural) infrastructure while minimizing components of gray (i.e., hard) infrastructure. These practices are eligible [Clean Water State Revolving Fund \(CWSRF\)](#) activities.² Applicants should refer to the Environmental Protection Agency's [2012 Clean Water State Revolving Fund 10% Green Project Reserve: Guidance for Determining Project Eligibility](#), section 1.0 Green Infrastructure, for additional eligibility information pertaining to this competitive grant program. Some projects may propose protecting drinking water or wastewater facilities from extreme weather events and flooding. The use of grey infrastructure for these protection efforts is an eligible activity. However, the focus and scope of these types of projects is very limited.

TDEC anticipates three types of projects to be submitted under this competitive grant offering:

² Overview of CWSRF Eligibilities: https://www.epa.gov/sites/default/files/2016-07/documents/overview_of_cwsrf_eligibilities_may_2016.pdf

- **Stormwater Management:** Some resource protection efforts focus on management of wet weather to maintain and restore natural hydrology by infiltrating, evapotranspiring, harvesting, and reusing stormwater. On a regional scale, this can include the preservation and restoration of natural landscape features. On the local scale, these activities consist of site- and neighborhood-specific practices, such as bioretention, trees, green roofs, permeable pavements, and cisterns. Although flood control projects are not an eligible activity, resource protection projects often provide flood mitigation co-benefits.

Projects focused on improved stormwater management and water quality should demonstrate measurably improved infiltration, capture, or stormwater reuse rates, or measurable change in land use cover within a specific catchment or basin. In addition, applicants should identify pollutants of concern and the positive water quality benefits because of the stormwater management best practices. **Applicants should quantify these stormwater management and water quality benefits using the [Tennessee Runoff Reduction Assessment Tool \(TNRRAT\)](#) or other approved assessment methodology.** The TNRRAT is an approved assessment methodology used to help designers to create successful permanent stormwater management designs that protect water quality.

- **Stream or Wetland Rehabilitation:** Stream or wetland rehabilitation projects include enhancement and restoration of streams or wetlands, streambank stabilization, or low-head dam removal projects. The projects should focus primarily on improving the current stream or wetland function and returning the feature to a more stable state, therefore providing improved resource values. **Applicants must determine the Restoration Potential³, describe site selection methods, determine project specific function-based goals and objectives, describe the potential for functional lift at a site, detail success criteria, and develop a monitoring plan. Applicants should complete this using a quantitative assessment tool or other defensible scientific method as approved or determined by the Division prior to project execution.** Any natural resource rehabilitation project must maintain or improve aquatic connectivity and be designed such that there is an overall improved resource value. These projects

³ Restoration Potential is defined as the highest level of restoration that can be achieved based on results of the watershed assessment, identification of site constraints, and the results of the reach-scale function-based assessment (Harman et al. 2012). Restoration potential is determined by the degree to which physical, chemical, and biological processes at both watershed and reach scales are maintained or restored.

will often require an individual Aquatic Resource Alteration Permit (ARAP). Applicants must provide a rehabilitation plan, including a schedule for completion of all construction and monitoring measures. Some projects eligible under this offering require long-term inspection, maintenance, and management following construction. Project proposals that require long-term inspection, maintenance, and management should include information about that process in the application.

Projects focused on stream and wetland restoration, rehabilitation, or bank stabilization will have application and reporting requirements that may differ from traditional infrastructure projects. Depending on the scope and complexity of the activity, pre- and post-project requirements may align with (or similar to) reporting requirements in the TDEC Stream Mitigation Guidelines utilizing the [TN Stream Quantification Tool](#) or TN Rapid Assessment Methods for wetlands. Applicants should contact the SWIG program for additional guidance if the proposal contains water resource restoration or rehabilitation.

- **Infrastructure Resilience:** Projects that primarily focus on increasing resilience of drinking water and wastewater treatment works are those that reduce vulnerability of facilities and assets to manmade or natural disasters, such as extreme weather events. Benefits of enhancing resilience of drinking water and wastewater treatment works can prevent interruption of services in the event of a flood or natural disaster; help maintain the integrity of the system in the event of a flood or natural disaster; preserve and protect the facility in the event of a flood or natural disaster; enhance community resilience through improved stormwater management using both green and grey infrastructure in the event of a flood; or even secure and conserve local water supplies through water reuse and conservation in the event of a drought. Often, projects to promote infrastructure resilience work in alignment with projects that build system capacity, coordination of emergency response activities, and asset management planning efforts.

These projects include efforts to assess future risks and vulnerabilities. Project activities may span investigation and planning, design, and/or construction. **These projects should demonstrate that the outcomes will result in improved facility or asset performance following manmade or natural disasters, such as extreme weather events.** Applicants are encouraged to leverage existing resources, such as the EPA's page on [Drinking Water and Wastewater Resilience, Resilient Strategies Guide for Water](#)

[Utilities](#), and the [Climate Resilience Evaluation and Awareness Tool \(CREAT\)](#), to develop projects.

Projects that result in an appreciable permanent loss of water resource value, therefore requiring stream or wetland compensatory mitigation due to proposed grant activities, are not eligible under this grant program. All grant activities must occur within the State of Tennessee to be eligible for this funding opportunity.

Project Award Type

The project award type dictates the extent of activities and deliverables. This competitive grant has four project award types: Investigation and Planning; Investigation, Planning, and Design; Planning, Design, and Construction; and Construction only. Proposals must identify the eligible activities, clearly articulate whether the grant applicant or any partners on the application are responsible for certain activities, and how those activities fall into one project award type.

Funding

TDEC has allocated **\$50M toward resource protection** in this competitive grant offering. TDEC reserves the right in its sole discretion to award funds for grants that total below, at, or above the funding allocation. TDEC may also dedicate more or less funds to the water reuse and/or regionalization grant allocations based on the quantity and quality of applications received for each grant program.

TDEC has developed proposal budget maximums based on the project award type for a proposal. **The proposal budget maximum includes funds requested for reimbursement and applicable co-funding**, as described in the next section. The proposal budget maximums by project award type are:

Project Award Type	Proposal Budget Maximum
Investigation and Planning	\$1 Million
Investigation, Planning and Design	\$2 Million
Planning, Design and Construction	\$5 Million
Construction Only	\$5 Million

Eligible grant applicants may apply for up to this dollar amount under an application for an eligible resource protection project. **TDEC suggests a minimum funding request of no less**

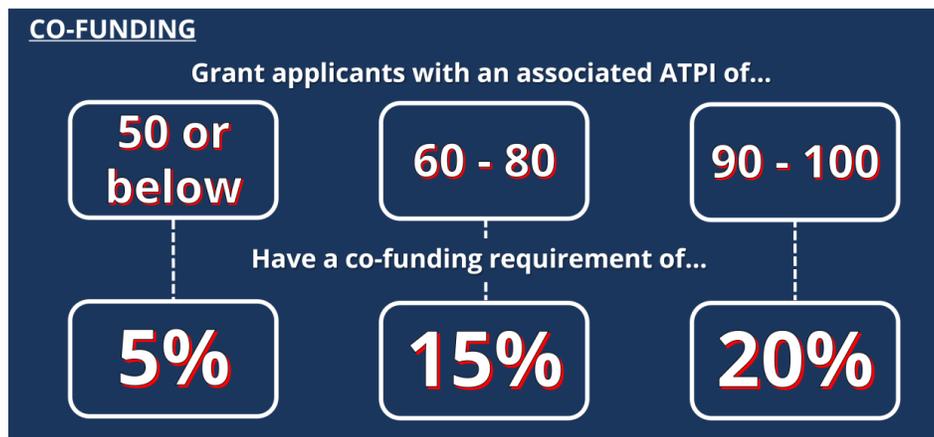
than \$250,000. Please note that TDEC may select parts of a proposal for funding and may offer to fund more or less than the eligible grant amounts or a larger or smaller amount than requested in the application.

The following table demonstrates the general categories of allowable activities:

Professional Fee, Grant, and Award	Capital Purchase
Planning for restoration of permanent riparian buffers, floodplains, or wetlands	Land Purchase for Easement
General Grant Admin	Construction
Acquisition Services for Land/Easement	Equipment Purchase
Review & Legal Fees	Construction Admin/Inspection
Engineering Design/Other Engineering Services	
Survey	Permits/Easement
Bidding Services	

When developing and submitting proposals, grant applicants must consider proposal budget maximums and co-funding requirements, detailed in the following section. **A proposal's total project budget is the sum of the total state allocation and co-funding.** Co-funding will be applied to each reimbursement request up to the total project budget.

Co-Funding



Co-funding requirements are applied to every competitive SWIG proposal. Co-funding requirements range from 5%–20%. Co-funding amounts are based on the 2022 [Ability to Pay Index \(ATPI\)](#), for the project area served (city or county scale).⁴

For resource protection grants, the required co-funding percentage will be based on the ATPI of the grant applicant. If a grant applicant believes that the specific population served by a project differs from the overall city or county ATPI, the grant applicant should submit a written request to TDEC.ARP@tn.gov with a request for an ATPI exemption. TDEC will assess the scenario and provide a response to the grant applicant regarding whether a required co-funding adjustment is allowed. Grant applicants should submit all ATPI exemption requests to TDEC by June 16, 2023. TDEC will evaluate and respond to the grant applicant no later than July 7, 2023.

Grant applicants should indicate the required co-funding on the budget sheet; leveraging of additional funds should not be included in the budget worksheet but should be included in the grant application narrative. Both cash and third-party in-kind contributions are eligible to meet co-funding requirements. Co-funding requirements cannot be met through TDEC ARP non-competitive grant funds. Entities will need to demonstrate other funding sources leveraged to meet the co-funding requirements under this competitive grant solicitation.

Cash may consist of local ARP funds, State Revolving Fund loans, financial assistance grants and loans, cash reserves, revenue bonds, and public-private partnerships or sponsors. Other cash-value contributions include engineering plans and specifications developed on or after March 3, 2021.

Third-party in-kind contributions mean the value of non-cash contributions that may consist of goods or services, benefit a federally assisted project, and are contributed by a third party without charge. These may include project owner labor, equipment services, or material contributions. TDEC will consider using in-kind co-funding contributions provided an individual accountability report is completed and submitted with the grant application. Proposals may not include more than 10% attributed to unskilled labor, that which requires no previous experience or consists of routine tasks for which little training is required (level 1 work, as defined by the Bureau of Labor Statistics).

Treasury's Final Rule allows for the use of ARP funds as a match for other federal and non-federal grant programs where the costs are eligible under both programs. The entire project,

⁴ ATPI represents a database of a community's unique and socio-economic and financial data to determine their fiscal health and fiscal capacity.

including ARP dollars, is then subject to the requirements of those grant programs. Local or state ARP funds cannot be used as match for grant programs that restrict the use of federal funds to meet match requirements.

Administrative Use of Funds

Grant applicants are responsible for ensuring proper grant administration. Applicants may contract with consultants to administer the grant; however, legal liability of the terms and conditions of the grant remains with the grant applicant.

Up to 6% of a grant applicant’s total grant contract may be used for reasonable and allocable administrative expenses. Administrative expenses may include grant application, project and proposal development and submittal, reporting, compliance assurance, monitoring, or direct or indirect costs associated with administering the grant award. Grantees may also be reimbursed for a reasonable proportionate share of the costs of audits required by and performed in accordance with the “Single Audit Act Amendments of 1996” as provided in 2 C.F.R. § 200.425.

Examples of Eligible Projects

Scenario A	King County is challenged by streambank erosion and flooding, which leaves its wastewater system and infrastructure vulnerable to failure. To address these concerns, King County seeks to assess its wastewater system and streambanks to understand vulnerable weak points, consider mechanisms to stabilize streambanks, slow erosion, and enhance flood resiliency. This qualifies as an infrastructure resilience project.
Project application example	King County submits a \$2 million proposal for the Investigation, Planning, and Design award type. King County has an ATPI of 50, so its co-funding requirement is 5% (\$100,000).
Funding scenario	<ul style="list-style-type: none"> • Total state allocation requested for this proposal: \$1.8 million • Allowable Administrative Expenses: \$120,000 (6% of \$2 million) • Co-Funding Percentage: 5% • Required Co-Funding: \$100,000 • Total Project Budget: \$2 million with up to \$120,000 available for administrative expenses and the remainder available for the project

Scenario B	The City of Williamsburg is interested in partnering with a local non-profit to undertake green and gray infrastructure upgrades to their managed stormwater system. The proposed activities are expected to enhance the water quality of their watershed and reduce risks posed by extreme weather events such as flooding. This qualifies as a stormwater management project.
Project application example	The City of Williamsburg partners with the local non-profit and submits a \$5 million proposal under the Planning, Design, and Construction award type. The City's ATPI is 100, so it has a co-funding requirement of 20% (\$1 million).
Funding scenario	<ul style="list-style-type: none"> • Total state allocation requested for this proposal: \$4 million • Allowable Administrative Expenses: \$300,000 (6% of \$5 million) • Co-Funding Percentage: 20% • Required Co-Funding: \$1 million • Total Project Budget: \$5 million with up to \$300,000 available for administrative expenses and the remainder available for the project

Submission Guidelines

Each proposal should describe a single project falling under a discrete project award type. Grant applicants should select the project award type that describes the maximum extent of activities proposed within the proposal. The budget maximums by project award type are described in the Funding section of this manual.

Alignment with the definition of **resource protection** is critical in determining suitability for funding. Therefore, grant applicants must demonstrate that their proposal aligns with the definition of resource protection and meets all activity eligibility requirements, as described in this grant manual's Eligibility section. Applicants will develop and submit this narrative as a part of the proposal submission through the [Grants Management System \(GMS\)](#).

Format and Checklist

Applicants will complete a grant application using TDEC's online GMS. The GMS allows grants administration partners to affiliate with the grant applicant to prepare the application for the legally authorized representative's review and electronic signature. Signees other than the executive officer or mayor must include a resolution from the applicant's governing body giving authority to sign for the applicant.

The GMS will include the grant manual, application, project proposal narrative, budget worksheets, and document upload capability. It will be designed to ensure that only complete applications may be submitted for TDEC review and approval. The GMS will also serve as the portal for submitting the required Title VI Pre-Audit Survey, Supplier Direct Deposit Authorization (SDDA), and future invoices for reimbursement requests and state approvals.

The solicitation will announce the opening and closing dates of the application period as detailed in the Timeline section of this grant manual. Long-term access to the GMS is possible with user login and affiliations. More information about this system will be available to grant applicants during the grant workshops and on the website.

Grant Proposal Requirements

The following information is required as part of a complete grant proposal.

A. Designated grant applicant

1. Identification of lead grant applicant,
2. Identification of all partners party to the grant proposal,
3. Demonstration of letters of support from all entities identified in (2), and
4. Demonstration of conservation easement or other protective covenant for stream and wetland restorations, bank stabilization, or dam removal projects.

B. Description and narrative of the overall proposal, including:

1. Project name
2. Narrative description of the project
3. Project award type
 - a. Investigation and Planning
 - b. Investigation, Planning, and Design
 - c. Planning, Design, and Construction
 - d. Construction Only
4. Detailed scope of work for this grant
 - a. Activities and milestones
 - b. Timeline
 - c. Start and completion dates of construction (if applicable)
5. Total Project Information
 - a. Total project budget
 - b. Total project timeline, including start and completion dates for all project phases

c. Additional funding sources committed to the project (other than the co-funding for this grant opportunity)

6. ATPI of community served by the project (C1 in scoring rubric)
7. Description and distribution of partner responsibilities, if applicable

C. Overall grant budget, including:

1. Distribution of funds for lead applicant and any partners,
2. Total administrative expenses, and
3. Budget for project.

D. Co-funding requirements

E. Proposal details (maximum response – 250 words per question)

1. Has the lead applicant successfully implemented resource protection projects previously? If yes, describe. (C2 in scoring rubric)
2. Describe any past enhanced public education and outreach efforts conducted by the lead applicant. (C3 in scoring rubric)
3. Is the project located on an impaired stream or within the HUC12 of a stream(s) not supporting its designated uses? If yes, will the project activities directly support reducing pollutants and improving water quality specific to causes of impairment? (C4 in rubric)
4. How does the proposal align with the definition of resource protection? (P1 in scoring rubric)
5. Describe the need for resource protection efforts. What are the specific drivers for resource protection? (P2 in scoring rubric)
6. For stormwater management projects, select one criterion for ranking:
 - a. What is the expected increase in pervious land cover at the site scale (in %) through installation of native vegetation or the like? Use GIS or other spatial analysis to make this determination. (P3 in scoring rubric; Option 1)
 - b. What is the anticipated increase (in inches) of runoff captured and treated through infiltration, evapotranspiration, or reuse on-site in a 1 year, 24-hour storm event? Use the [Tennessee Runoff Reduction Assessment Tool \(TNRRAT\)](#) to make this assessment. (P3 in scoring rubric; Option 2)
7. For stream or wetland rehabilitation projects: What is the Restoration Potential of the site? What is the proposed functional lift associated with the project? Use the Tennessee Rapid Assessment Methodology (TRAM), [Stream Quantification Tool \(SQT\)](#), or comparable methodology to make this assessment. (P3 in scoring rubric)
8. For infrastructure resilience projects: Describe the predicted enhancement of resiliency to drinking water and wastewater treatment works, including facilities or

other assets. How will the specific project protect assets from natural or manmade disasters? (P3 in scoring rubric)

9. Are there enhanced public education and outreach efforts associated with this project? If so, please describe. (P4 in scoring rubric)

F. Technical Project Information

1. Investigation and Planning Project
 - a. Detailed individual project budget
 - b. Maps of the area of interest and location of activities
 - c. Restoration Potential (stream or wetland projects only)
 - d. Detailed schedule for the project which includes deliverable dates:
 - i. Existing condition assessment: These condition assessments are dependent on the project type being proposed. For a stream restoration, bank stabilization, or dam removal project, the existing condition should be demonstrated using quantifiable assessment methodologies approved by the state. For a stormwater management project, this includes existing stormwater conditions and runoff issues. For an infrastructure resilience project, the existing condition should assess existing weather-related threats to drinking water or wastewater facilities, which may include FEMA information or floodplain maps
 - ii. Engineering Agreement within 60 days of grant award
 - iii. Preliminary engineering report(s)
 - iv. Potential functional lift and post project condition
2. Investigation, Planning, and Design Project
 - a. Detailed individual project budget
 - b. Maps of the area of interest and location of activities
 - c. Restoration Potential (stream or wetland projects only)
 - d. Detailed schedule for the project which includes deliverable dates:
 - i. Existing condition assessment: These condition assessments are dependent on the project type being proposed. For a stream restoration, bank stabilization, or dam removal project, the existing condition should be demonstrated using quantifiable assessment methodologies approved by the state. For a stormwater management project, this includes existing stormwater conditions and runoff issues. For an infrastructure resilience project, the existing condition should assess existing weather-related threats to drinking water or wastewater facilities, which may include FEMA information or floodplain maps

- ii. Engineering Agreement within 60 days of the grant award
 - iii. Preliminary engineering report(s)
 - iv. Engineering plans and specifications
 - v. Potential project outcomes based on plans and specifications: For a stream or wetland project, this should focus on functional lift and post project condition. For a stormwater management project, the applicant should detail potential improved stormwater management conditions through modeling or runoff reduction. For an infrastructure resilience project, the applicant should assess potential reduction of flooding hazards or other proposed resiliency outcomes
 - vi. List of required permits (as needed for plans approval)
3. Planning, Design, and Construction Project
- a. Detailed individual project budget
 - b. Maps of the area of interest and location of activities
 - c. Restoration Potential (stream or wetland projects only)
 - d. Detailed schedule for the project which includes deliverable dates:
 - i. Existing condition assessment: These condition assessments are dependent on the project type being proposed. For a stream restoration, bank stabilization, or dam removal project, the existing condition should be demonstrated using quantifiable assessment methodologies approved by the state. For a stormwater management project, this includes existing stormwater conditions and runoff issues. For an infrastructure resilience project, the existing condition should assess existing weather-related threats to drinking water or wastewater facilities, which may include FEMA information or floodplain maps
 - ii. Preliminary engineering report(s)
 - iii. Engineering plans and specifications
 - iv. Potential project outcomes based on plans and specifications: For a stream or wetland project, this should focus on functional lift and post project condition. For a stormwater management project, the applicant should detail potential improved stormwater management conditions through modeling or runoff reduction. For an infrastructure resilience project, the applicant should assess potential reduction of flooding hazards or other proposed resiliency outcomes
 - v. Projected start of construction
 - vi. Projected Initiation of Operations

- vii. Complete construction
 - viii. Post-construction inspection, monitoring, assessment, and maintenance schedule, if needed
 - ix. List of required permits (as needed)
 - x. Site certification or letter in lieu of for the project (as needed)
4. Construction Only Project
- a. Detailed individual project budget
 - b. Maps of area of interest and location of activities
 - e. Restoration Potential (stream or wetland projects only)
 - f. Existing condition assessment: These condition assessments are dependent on the project type being proposed. For a stream restoration, bank stabilization, or dam removal project, the existing condition should be demonstrated using quantifiable assessment methodologies approved by the state. For a stormwater management project, this includes existing stormwater conditions and runoff issues. For an infrastructure resilience project, the existing condition should assess existing weather-related threats to drinking water or wastewater facilities, which may include FEMA information or floodplain maps
 - g. Preliminary engineering report(s)
 - h. Engineering plans and specifications
 - i. Potential project outcomes based on plans and specifications: For a stream or wetland project, this should focus on functional lift and post project condition. For a stormwater management project, the applicant should detail potential improved stormwater management conditions through modeling or runoff reduction. For an infrastructure resilience project, the applicant should assess potential reduction of flooding hazards or other proposed resiliency outcomes.
 - j. Detailed schedule for the project which includes deliverable dates:
 - i. Projected start of construction
 - ii. Projected Initiation of Operations
 - iii. Complete construction
 - iv. Post-construction inspection, monitoring, assessment, and maintenance schedule, if needed
 - xi. List of required permits (as needed)
 - xii. Site certification or letter in lieu of for the project (as needed)

Application Evaluation

Proposal Priority Ranking

All grant applications will be ranked to determine the suitability of funding. TDEC may not engage with grant applicants to answer specific questions about projects or proposals between the application solicitation opening and the announcement of awards. TDEC will not allow grant applicants to revise or add to applications following submission. Proposals will be reviewed and ranked based on the merits of the application as submitted. Incomplete applications may not be eligible for funding.

TDEC will assemble a lead panel of three (3) subject matter experts to review, rank, and recommend proposals for funding. Other subject matter experts may be included in review discussions or asked to contribute specific feedback necessary for completing the reviewing, ranking, and recommending process. Proposals will be reviewed and ranked relative to other proposals within the project award type following close of the application period. Proposals will not be ranked as they are received. TDEC aims to dedicate 70% of the overall funding for this competitive grant to proposals involving construction (Planning, Design and Construction and Construction Only project award types) and 30% of the overall funding to non-construction proposals (Investigation and Planning and Investigation, Planning and Design).

Proposals will be reviewed and ranked to assess the most funding-worthy projects. Within each row (section) of the scoring rubric, a proposal will receive a score ranging from 0 to the maximum available points, using whole numbers. Proposals with the highest total points at the end of scoring will be considered for funding. Each proposal will be evaluated using the following scoring rubric:

Section	Criteria	Maximum Available Points
COMMUNITY / SYSTEM CONSIDERATIONS		45
C1	Investment in a disadvantaged community <ul style="list-style-type: none"> • 1 point for ATPI 90-100 • 3 points for ATPI 70-80 • 5 points for ATPI 50-60 • 7 points for ATPI 30-40 • 10 points for ATPI 20 or below 	10
C2	Historical demonstration of successful resource protection projects <ul style="list-style-type: none"> • 0 points for no historical demonstration 	10

	<ul style="list-style-type: none"> • 5 points for adequate historical demonstration • 10 points for exceptional historical demonstration 	
C3	<p>Historical demonstration of enhanced public education and outreach</p> <ul style="list-style-type: none"> • 0 points for no historical demonstration • 5 points for adequate historical demonstration • 10 points for exceptional historical demonstration 	10
C4	<p>Project is on an impaired stream or within the HUC 12 of a stream(s) not supporting all its designated uses and project activities are directly connected to designated use support and actions will measurably improve water quality</p> <ul style="list-style-type: none"> • 0 points for not on an impaired stream or within the HUC 12 of a stream(s) not supporting all its designated uses • 5 points for low/moderate impact expected on impaired stream or within the HUC 12 of a stream(s) not supporting all its designated uses • 15 points for high impact expected on impaired stream or within the HUC 12 of a stream(s) not supporting all its designated uses 	15
PROPOSAL CONSIDERATIONS		55
P1	<p>Alignment with definition of resource protection</p> <ul style="list-style-type: none"> • 0 points for inadequate alignment with definition • 5 points for adequate alignment with definition • 10 points for exceptional alignment with definition 	10
P2	<p>Demonstration of the need for resource protection</p> <ul style="list-style-type: none"> • 0 points for no demonstration of need • 10 points for demonstration of minor need • 20 points for demonstration of major need 	20
P3	<p>Demonstrated project outcomes</p> <p>Stormwater management projects (Option 1)</p> <ul style="list-style-type: none"> • 0 points for no increase in pervious land cover at the site scale • 5 points for increasing pervious land cover at the site scale by 10-20% through native vegetation, stream buffers, stream or wetland rehabilitation and the like • 10 points for increasing pervious land cover at the site scale by 21-30% through native vegetation, stream buffers, stream or wetland rehabilitation and the like • 15 points for increasing pervious land cover at the site scale by 31-40% through native vegetation, stream buffers, stream or wetland rehabilitation and the like • 20 points for increasing pervious land cover at the site scale by 41% or more through native vegetation, stream buffers, stream or wetland rehabilitation and the like <p>Stormwater management projects (Option 2)</p>	20

	<ul style="list-style-type: none"> • 0 points for no demonstration of increasing infiltration, evapotranspiration, or reuse on-site • 5 points for increasing infiltration, evapotranspiration, or reuse on-site through capture and treatment of <0.5 inches of runoff in a 1 year, 24-hour storm event • 10 points for increasing infiltration, evapotranspiration, or reuse on-site through capture and treatment of 0.5-0.74 inches of runoff in a 1 year, 24-hour storm event • 15 points for increasing infiltration, evapotranspiration, or reuse on-site through capture and treatment of 0.75-0.99 inches of runoff in a 1 year, 24-hour storm event • 20 points for increasing infiltration, evapotranspiration, or reuse on-site through capture and treatment of >1 inch of runoff in a 1 year, 24-hour storm event <p>Stream or wetland restoration, bank stabilization, or dam removal projects</p> <ul style="list-style-type: none"> • 0 points for no prediction of functional lift • 5 points for a minimal Restoration Potential, proposed buffer zone enhancement or increased tree density (wetlands) and a conservation easement • 10 points for a moderate Restoration Potential, buffer zone enhancement, a conservation easement and taking a wetland or stream from a not-functioning to a minimum of functioning-at-risk condition • 15 points for a high Restoration Potential, buffer zone restoration, a conservation easement, and taking a wetland or stream from functioning-at-risk condition to a minimum of functioning condition • 20 points for a high Restoration Potential, buffer zone restoration, a conservation easement, and taking a wetland or stream from a not-functioning condition to a minimum of functioning condition <p>Infrastructure resilience projects</p> <ul style="list-style-type: none"> • 0 points for no prediction of enhanced resilience to flooding hazards or other weather-related disasters • 5 points for a minimal prediction of enhanced resilience to flooding hazards or other weather-related disasters • 10 points for a moderate prediction of enhanced resilience to flooding hazards or other weather-related disasters • 15 points for a high prediction of enhanced resilience to flooding hazards or other weather-related disasters, with prediction of low/moderate positive impacts on infrastructure operations 	
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	<ul style="list-style-type: none"> • 20 points for a high prediction of enhanced resilience to flooding hazards or other weather-related disasters, with prediction of significant positive impacts on infrastructure operations 	
P4	Plan for enhanced public education and outreach <ul style="list-style-type: none"> • 0 points for no plan for enhanced public education and outreach • 3 points for adequate plan for enhanced public education and outreach • 5 points for exceptional plan for enhanced public education and outreach 	5
MAXIMUM AVAILABLE POINTS TOTAL		100

The assessing panel will recommend funding proposals based on the evaluation, using the top-scored proposals up to the funding maximum. TDEC may in its sole discretion consider feasibility of project/proposal completion and diversity of project types, applicants, and geographic distribution in making final funding recommendations. TDEC may not award funds to proposals that score below a 70 out of 100 total points. Final funding decisions will be made by TDEC leadership and published online. Funding decisions are final at time of award announcement and publication.

Entities with applications that were not awarded may engage in a due process request by submitting a written request to the Commissioner within ten (10) days of award announcements. Following written request, TDEC will provide additional details regarding the grant application to the entity. TDEC may provide these additional details in writing or in a meeting.

Proposal Review

TDEC will comprehensively review all complete and eligible grant applications, including all required supporting documentation. Applications will be evaluated based solely on the data provided; therefore, project eligibility, co-funding documentation, completeness, and accuracy are essential. Each grant applicant is responsible for submitting all relevant and factual information with the application. Funding will be awarded based on the merits of the applications. Please note that TDEC may select parts of a proposal for funding and may offer to fund less than the eligible grant amounts or a smaller amount than requested in the application.

Applicants must demonstrate how they will meet co-funding requirements and validate the feasibility of project completion within the performance period. TDEC will preliminarily conduct an administrative review of each application for completeness, accuracy, and eligibility before initiating the technical evaluation. TDEC will further evaluate each application based on the scoring rubric. Proposals will be ranked and reviewed relative to other proposals in their project award type category and top-ranked projects will be recommended for funding.

Information submitted to the GMS will be the basis for grant contracts. Complete applications that include accurate budgets, project timelines and descriptions, and co-funding information are critical for timely grant execution and award. Cost estimates and timelines must be realistic and align with the ARP timeframe. Budget adjustments and grant contract amendments may not be possible. Following announcement of awards, TDEC staff may contact applicants to request additional information, discuss alternatives, or discuss the potential of leveraging other funding opportunities (e.g., SRF, BIL, CDBG). TDEC may also request additional information necessary for contract execution.

Funding Conditions

Grant Schedules

All grant contracts will have an effective date of March 3, 2021 (the American Rescue Plan was signed into law on March 11, 2021). Proposal schedules establish the grant contract term with end dates of September 30, 2026. All proposals must have an end date of September 30, 2026 to ensure proper close-out of all activities prior to December 31, 2026. All grant contracts will end by September 30, 2026. Project schedules are dependent on the project award type and the project itself. Grant applicants and partners need to consider the feasibility of completing a project within the limits of the project award type. Project schedules should identify start dates, dates of major milestones toward project completion, and end dates based on the deliverables

GRANT SCHEDULES

The American Rescue Plan was signed into law on **March 11, 2021**.

- All grant contracts will have an effective date of **March 3, 2021**.
- Proposal schedules must establish the grant contract term with end date of **September 30, 2026**.
- All proposals must have an end date of **September 30, 2026**.
- All grant contracts will end by **September 30, 2026**.
- Proper close-out of all activities must be completed prior to **December 30, 2026**.

required. Grant applicants must provide the timeline and dates for submitting all deliverables as part of each project schedule.

TDEC may, in its sole discretion, amend the individual project schedule upon written request and for good cause shown. **Project schedules must include a start date and an end date. These items must be identified in the grant proposal.**

Reimbursements

A request to be reimbursed for the cost incurred for competitive SWIG grants shall include only requests for actual, reasonable, and necessary expenditures required in the delivery of service described in the grant contract and identified in the individual project budget. Supporting documentation will be required to substantiate the costs requested for reimbursement. This documentation may include purchase orders, pay requests, invoices, and/or proof of payment. Reimbursement shall not include any request for future spending without demonstrating cost incurred. Grantees may incur new obligations to carry out the work authorized in the grant contract and submit reimbursement requests only during the grant contract term. Grant contracts will have an effective date of March 3, 2021, and end on September 30, 2026. Grant applicants may elect to complete their final report early if all contract deliverables are complete and reports are submitted and approved.

REIMBURSEMENTS	
Investigation & Planning	<p>80% The maximum allowable reimbursement of the individual project budget until the PER(s) or comparable deliverable is received and approved by TDEC.</p>
Investigation, Planning & Design	<p>80% The maximum allowable reimbursement of the planning fees of an individual project budget until the PER(s) or comparable deliverable is received and approved by TDEC.</p>
	<p>80% The maximum allowable reimbursement of the design fees of an individual project budget until the plans and specifications received and approved by TDEC.</p>
Planning, Design & Construction, or Construction Only	<p>80% The maximum allowable reimbursement of the design fees of an individual project budget until the plans and specifications received and approved by TDEC.</p>
	<p>90% The maximum allowable reimbursement of the total individual project costs until the construction is complete, the site has been inspected by TDEC (or designated agent) and is in proper operation, and TDEC has approved the project.</p>

Procurement

Grant applicants are responsible for ensuring that any procurement using competitive SWIG funds, or payments under procurement contracts using such funds, are consistent with state procurement standards⁵ and those set forth in the Uniform Guidance at 2 CFR Part 200 Subpart D, as applicable. When the terms of a grant award allow disbursements for the cost of goods, materials, supplies, equipment, or contracted services, such procurement must be made on a competitive basis, including using competitive bidding procedures, if acquisitions are above the simplified acquisition threshold. According to the State's Procurement Policy, acquisitions greater than \$50,000 are required to be formally procured. At a minimum, this threshold should be applied for any transaction, except for when the local policy calls for formal procurements at a lower dollar threshold. Grant applicants must maintain documentation for the basis of each procurement for which a disbursement is made under to the grant award. In each instance where it is determined that using a competitive procurement method is not practical, supporting documentation must include a written justification for the decision and use of a non-competitive procurement process. Further, grant applicants are considered subrecipients, therefore, must comply with 2 C.F.R. §§ 200.318—200.327 when procuring property and services under a federal award.

For additional information, see U.S. Treasury's Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 CFR Part 200.

Additional Funding Considerations

Some proposals may use grant or loan dollars in conjunction with ARP funds to complete an existing project or leverage multiple funding programs for a new project during the grant period. In some instances, the requirements of the companion grant or loan program (e.g., Davis-Bacon and Buy American provisions) would apply to the ARP project. For example, using funding from SRF in conjunction with ARP to complete a wastewater treatment plant expansion or construction of a new storage tank would necessitate the entire project adhering to the requirements of SRF. However, if the ARP-funded portion of the project is completed using only

⁵ State public contracting laws under Tennessee Code Annotated Title 4, Chapter 56; Title 12, Chapter 3; and Title 12, Chapter 4.

ARP funds and an SRF loan is sought for a new, distinct phase of the related infrastructure project, the SRF-specific requirements would not apply to the ARP-funded stage of the project.

TDEC will base grant award totals on the estimates in the grant application budget section. TDEC recommends that applicants research the goods or services they want to purchase and obtain accurate pricing information before submitting their application. **Only goods and services identified in the application and authorized in the grant award will be funded.** Significant adjustments to a grant award budget will not be possible given the federal deadlines. If a grantee needs to adjust line-item expenses, funds may be redirected from one line item to another budgeted line item, up to 20% of the total budget. This action must be a no-cost modification. If projects exceed the grant budget, grantees should pursue an SRF loan or other financial assistance to complete the scope of work by the contract end date of September 30, 2026.

Federal Reporting Requirements

Funds described in the WIIP are federal funds awarded to the state (i.e., state fiscal recovery dollars). All grant recipients are subject to federal reporting requirements found in 2 CRF Part 200 and the Compliance and Reporting Guidance issued by the U.S. Treasury. All SWIG grant recipients must provide timely reports to TDEC during the grant award period. Grant contracts will provide detailed information on program progress and expenditure reporting requirements, reporting frequency, and reporting deadlines. Grant applicants are urged to review the U.S. Treasury Compliance and Reporting Guidance before applying for competitive SWIG funds to become familiar with these requirements, including any requirements that would apply to partners and subcontractors executing elements of a grant proposal. Grant recipients and partners must appropriately maintain accounting records for compiling and reporting accurate, compliant financial data in accordance with appropriate accounting standards and principles and applicable law. Grant applicants may be subject to state and local audits.

Monitoring and Oversight Responsibilities

Grantees are responsible for ensuring all fiscal recovery funds are used in compliance with U.S. Treasury's Final Rule. In addition, recipients should be mindful of any compliance obligations that may apply to other funding sources used in conjunction with these fiscal recovery funds or statutes and regulations that may independently apply to water infrastructure projects. Because it is a requirement for TDEC to provide monitoring and oversight for its subrecipients

that participate in this grant program, it is incumbent on all subrecipients to have the proper monitoring and oversight controls in place for its contractors and subcontractors. This includes, but is not limited to:

- Reviewing invoices;
- Ensuring contractors and subcontractors are not federally debarred;
- Requiring that all rules and regulations are followed and complied with;
- Providing project management of the projects to ensure timelines and milestones are being met; and
- Obtaining the necessary reporting information needed by TDEC to comply with the U.S. Treasury's SLFRF guidelines.

Additional Considerations

All construction projects must secure and comply with all relevant state and federal permits before the project execution. Awarding of a grant does not indicate that a permit will be authorized and is not a substitute for required permits. Any construction project should evaluate the need for 401 water quality certification permits, coverage under the DWR Construction General Permit, NPDES permits, and any other applicable state and federal permits.

TDEC will require the submission of an authority-to-award (ATA) bid package from grant recipients before commencing construction. Once TDEC completes the review and approval of the ATA bid package, the grant recipient and partners are authorized to award construction contracts subject to any approvals required by law. Grant applicants should schedule pre-construction conferences (PCC) before issuing a notice to proceed (NTP) for construction. TDEC will require a two-week notification before the PCC. Once the PCC is held, an NTP can be issued. Construction start dates in the NTP must be within 120 days of the approval of the ATA bid package. If construction projects are not initiated before this date, TDEC may limit the remaining grant activity and/or revoke grant dollars. TDEC will not authorize construction until all permits have been secured. Bid packages will be reviewed for compliance with the competitive procurement process, federal requirements concerning minority business enterprises, equal employment opportunity documentation, bid tabulations, and other common, relevant information.

Construction project grantees must receive TDEC approval for preliminary engineering reports, construction documents, and other common, relevant material before the project closes out. All

construction projects will be inspected at the start of construction, during construction, and at construction completion to ensure the project is executed according to plans and specifications, complies with permit requirements, and progresses in a timely manner. Construction projects experiencing up to three-month delays in individual project schedules and at risk of missing deliverable dates should notify SWIG staff immediately. Grantees must justify the delay and request a project schedule modification. At TDEC's sole discretion, schedule modifications may be granted on a case-by-case basis, given that reasonable assurances are made that the project will be complete by September 30, 2026. No projects may extend construction activity or incur any expenses for reimbursement past September 30, 2026. Any projects not completed on time may forfeit remaining grant award dollars or risk not completing the requirements for construction projects that are provided in grant contracts.

Public Record

Any information affiliated with the solicitation for the State of Tennessee's SWIG funds, including information submitted by applicants, may be considered public record (other than what is not public record due to homeland security) and will be subject to disclosure to the public as required by Tennessee law. By applying for a grant, applicants agree to allow the use of the applicant and project information as provided in the application and grant documents to be published or distributed in various print or electronic media publications.

The application is also subject to the State of Tennessee's applicable laws governing the public disclosure of personally identifiable information, which are set forth in the Tennessee Code Annotated section 10-7-504(a)(29). Pursuant to Tennessee Code Annotated section 10-7-503(a)(5), "information made confidential by State law shall be redacted whenever possible, and the redacted record shall be made available for inspection and copying."

Certification

TDEC reserves the right not to award funds to applicants that:

- Fail to submit a complete application; or
- Exhibit poor performance in complying with the expectations and requirements of previous grant or loan contracts with the State of Tennessee;

The applicant shall certify that:

- The applicant understands that the elements of Title VI compliance correspond to requirements for Title VI as provided for in 42 U.S.C. § 2000d et seq., and in Tennessee

Code Annotated section 4-21-904, and applicant has either adopted and implemented these elements of compliance or has agreed to adopt and implement TDEC's compliance resources as its own;

- The applicant understands that the applicant's eligibility for funding is contingent upon its satisfaction of and adherence to the requirements of Title VI, as well as any contractor or subcontractor associated with the project as required by law;
- The applicant has successfully submitted and received notification of completion for its annual Title VI Compliance application;
- The applicant understands that if the applicant is awarded a grant by TDEC, the applicant will need to show evidence of completion of Title VI training when requested by TDEC;
- The applicant has read and understands the reporting requirements and that the applicant will comply with these requirements;
- All vendors will be selected in accordance with state public contracting laws under Tennessee Code Annotated Title 4, Chapter 56; Title 12, Chapter 3; and Title 12, Chapter 4 and those set forth in the Uniform Guidance at 2 CFR Part 200 Subpart D, as applicable; and
- The applicant, along with the officers, directors, owners, partners, employees, or agents of the applicant organization, is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for an award by any State or Federal agency.

TDEC encourages all stakeholders to regularly visit the [TDEC ARP Website](#) for program updates and new guidance, and to sign up for TDEC's email distribution list. Questions about the State Water Infrastructure Grants program should be directed to tdec.arp@tn.gov.

F i s c h b a c h
Transportation Group, LLC
Traffic Engineering and Planning

Traffic Impact Study

Kedron Corner
Mitchum Property
Kedron Road and Ragen Road
Spring Hill, TN

Prepared December 2022
For Suncrest Real Estate & Land

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Franklin, TN 37068
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Traffic Impact Study

**Kedron Corner
Mitchum Property**

**Kedron Road and Ragen Road
Spring Hill, Tennessee**

Prepared December 2022

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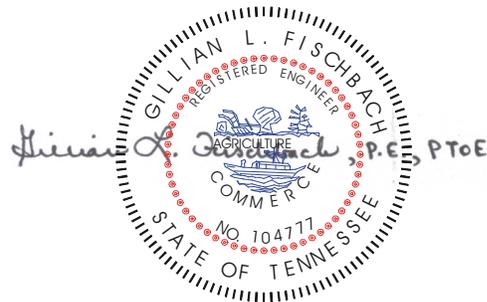


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Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

1. INTRODUCTION

This traffic study has been prepared in order to identify the traffic impacts of a residential development that is proposed to be constructed on the south side of Kedron Road, west of I-65, in Spring Hill, Tennessee.

For the purposes of this study, existing and background traffic volumes were established, and capacity analyses were conducted for these conditions. Also, trip generation calculations were performed, and the trips which are expected to be generated by the proposed project were distributed to the roadway system and added to the background traffic volumes. The roadways and intersections which provide access to the site were then re-evaluated to determine the traffic impacts of the proposed project. Access needs for the project were evaluated, and the necessary roadway and/or traffic control improvements were identified. This report presents the results of these analyses and the subsequent recommendations.

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

2. PROJECT DESCRIPTION

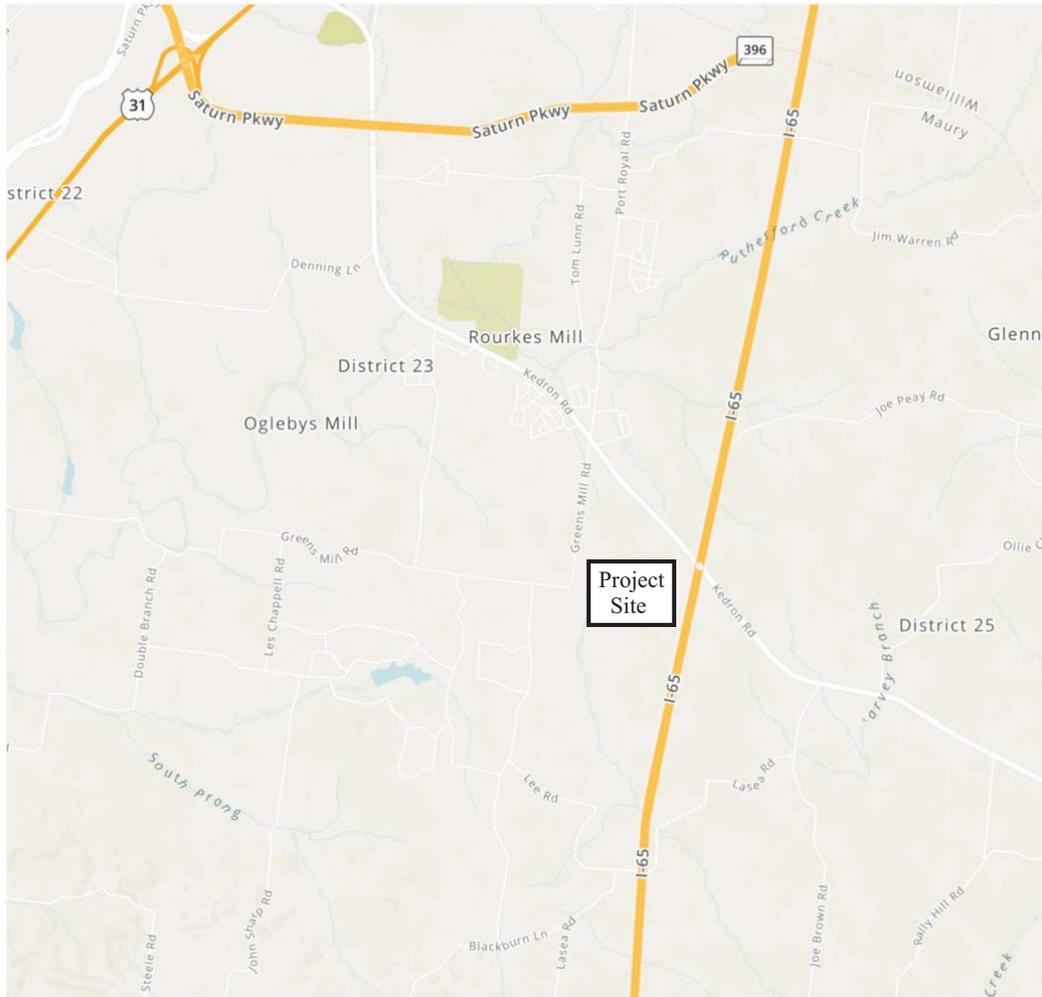
The location of the proposed project is shown in [Figure 1](#). As shown, the project site is located on the south side of Kedron Road, west of I-65, in Spring Hill, Tennessee. Currently, the property is undeveloped, and the developer of the proposed project plans to construct a maximum of 365 detached single-family homes, as shown in [Figure 2](#).

For the purposes of this study, two access scenarios were considered:

1. Primary access to this development will be provided at one location on Kedron Road. Also, secondary access will be provided by improving and extending Ragen Road, which currently operates as private driveway, to provide a connection to Greens Mill Road.
2. All access to this development will be provided by improving and extending Ragen Road, which currently operates as private driveway, to provide a connection to Greens Mill Road.

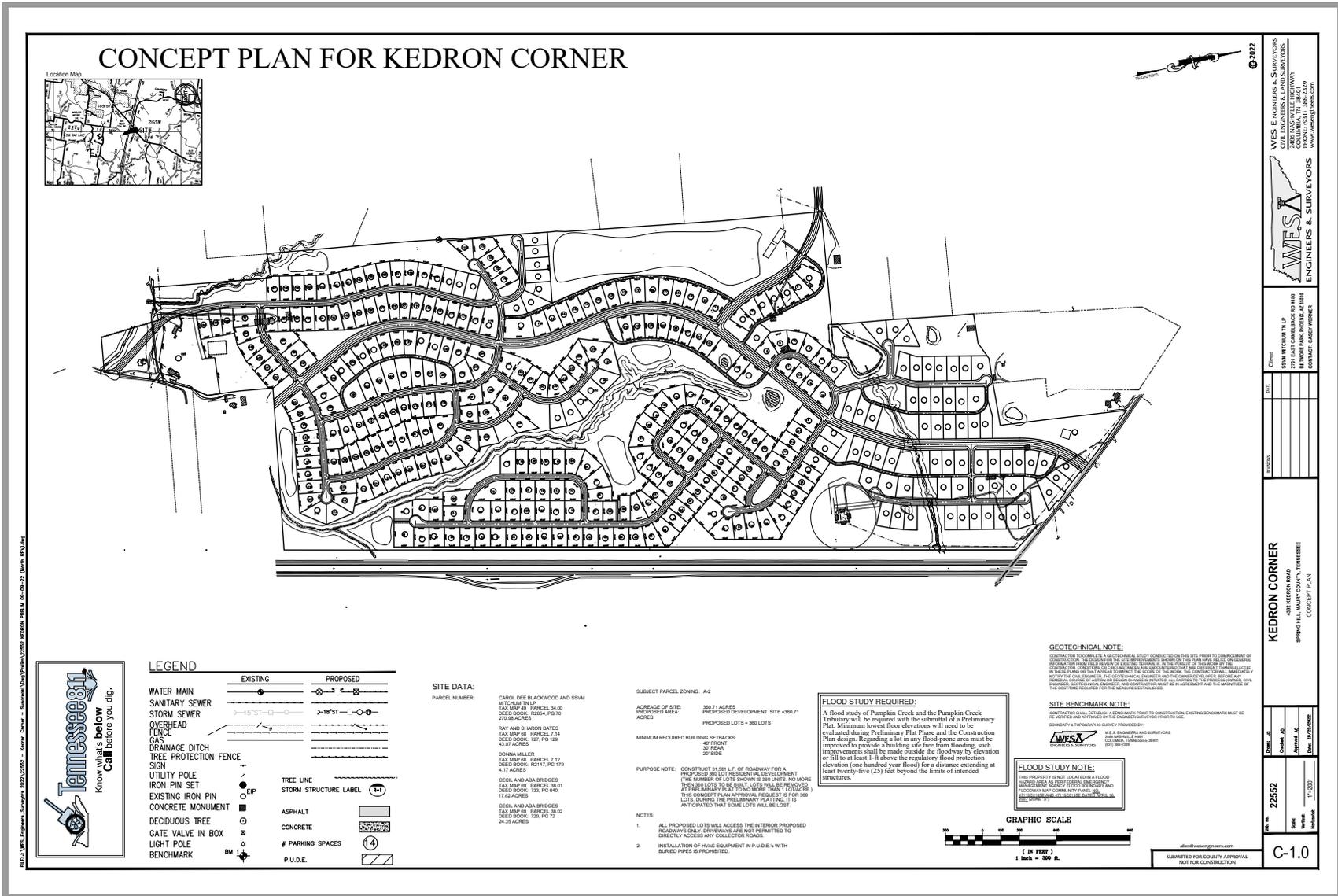
In large part, economic and market considerations will dictate the pace and timing with which the proposed project is actually completed. For the purposes of this study, it was assumed that the proposed project will be completed by Year 2027.

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No Scale

Figure 1.
Location of the Proposed Project Site



Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

3. YEAR 2022 EXISTING CONDITIONS

3.1 REGIONAL AND LOCAL ACCESS

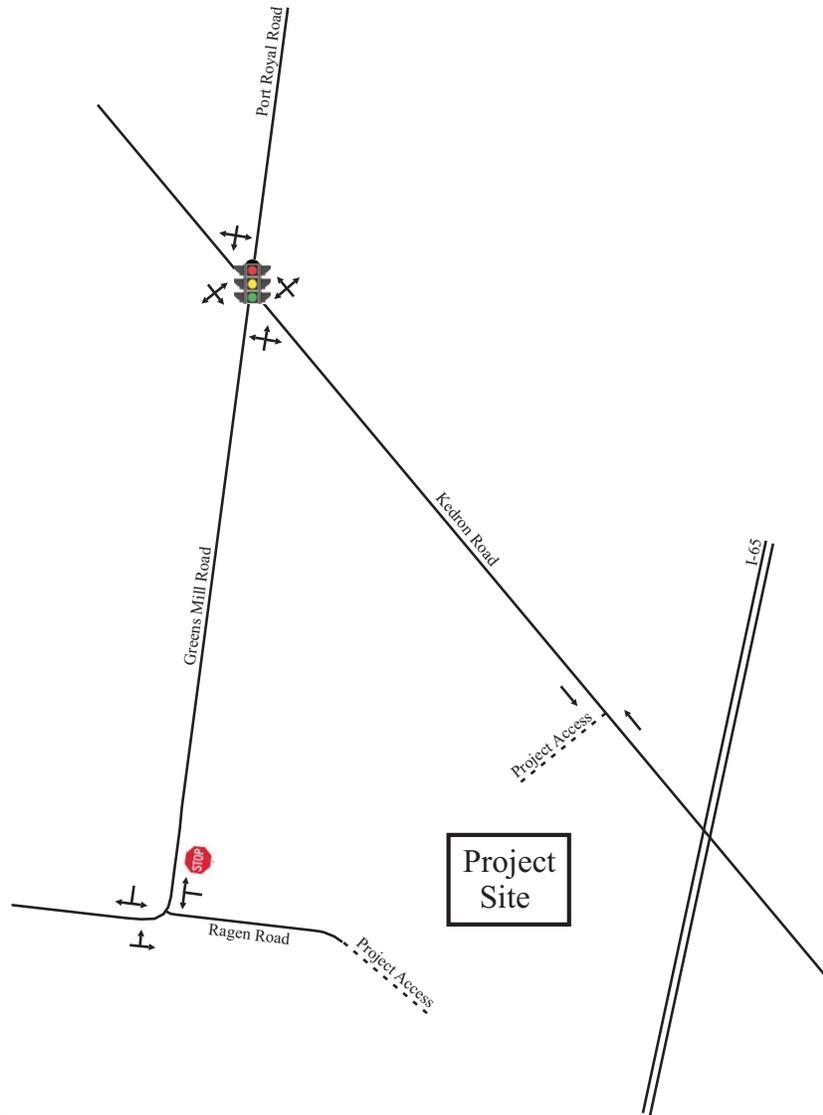
Kedron Road and Greens Mill Road provide access to the project site. In the vicinity of the project site, Kedron Road is a two-lane arterial roadway that provides a connection between Columbia Pike in downtown Spring Hill, Saturn Parkway, Port Royal Road / Greens Mill Road, and Franklin Pike (Highway 431). In the vicinity of the project site, this facility includes one 11-foot travel lane in each direction, without shoulders, and a posted speed limit of 45 mph.

Greens Mill Road is a two-lane roadway that provides an east-west connection between Columbia Pike and Ragen Road and a north-south connection between Ragen Road and Kedron Road. At Ragen Road, Greens Mill Road includes a 90-degree curve. In the vicinity of the project site, this facility includes one 10- to 11-foot travel lane in each direction, minimal shoulders, and a posted speed limit of 45 mph.

Currently, Ragen Road functions as a narrow, unpaved private driveway for the residential and agricultural land uses within the project site.

The existing laneage and traffic control at the intersections within the study area are shown in [Figure 3](#).

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No Scale

Figure 3.
Existing Laneage and Traffic Control

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN *December 2022*

3.2 YEAR 2022 EXISTING TRAFFIC VOLUMES

In order to provide data for the traffic impact analysis, peak hour traffic volumes were counted at the following locations:

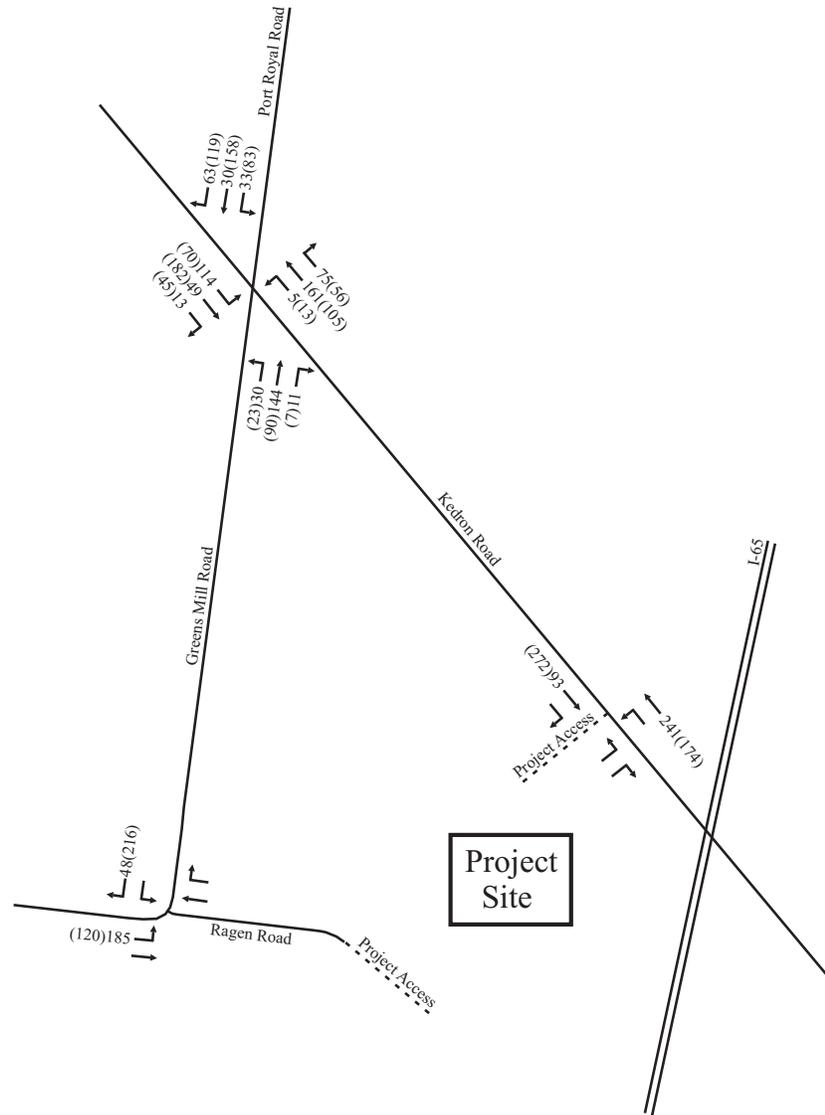
- The intersection of Kedron Road and Port Royal Road / Greens Mill Road
- Greens Mill Road at Ragen Road

This data was collected from 6:00-9:00 AM and 4:00-7:00 PM on typical weekdays in January 2022 when schools were in session. The traffic count worksheets are included in [Appendix A](#), and the existing peak hour traffic volumes are shown in [Figure 4](#). It is important to note that the traffic volumes on Greens Mill Road at Ragen Road have been increased as needed to show balanced traffic flows.

Using the existing peak hour traffic volumes shown in [Figure 4](#), capacity analyses were conducted for the intersection of Kedron Road and Port Royal Road / Greens Mill Road. Specifically, in order to identify current peak hour levels of operation within the study area, the capacity calculations were performed according to the methods outlined in the [Highway Capacity Manual 6](#) (HCM 6). These analyses result in the determination of a Level of Service (LOS), which is a measure of evaluation is used to describe how well an intersection or roadway operates. LOS A represents free flow traffic operations, and LOS F suggests that the traffic demand exceeds the available capacity. In an urbanized area, LOS D is typically considered to be the minimum acceptable LOS. [Table 1](#) presents the descriptions of LOS for unsignalized intersections.

The results of the capacity analyses for the existing peak hour traffic volumes are shown in [Table 2](#), and [Appendix B](#) includes the capacity analyses worksheets. These analyses indicate that the signalized intersection of Kedron Road and Port Royal Road / Greens Mill Road currently operates at LOS B during both peak hours.

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No Scale

XX - AM Peak Hour Volumes
 (XX) - PM Peak Hour Volumes

Figure 4.
Existing Year 2022 Peak Hour Traffic Volumes

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

TABLE 1. DESCRIPTIONS OF LOS FOR UNSIGNALIZED INTERSECTIONS

Level of Service	Description	Average Control Delay (sec/veh)
A	Minimal delay	≤ 10
B	Brief delay	> 10 and ≤ 15
C	Average delay	> 15 and ≤ 25
D	Significant delay	> 25 and ≤ 35
E	Long delay	> 35 and ≤ 50
F	Extreme delay	> 50

Source: Highway Capacity Manual 6 (HCM 6)

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

TABLE 2. YEAR 2022 EXISTING PEAK HOUR LEVELS OF SERVICE

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Kedron Road and Port Royal Road / Greens Mill Road	Eastbound Turning Movements	LOS A	1 veh	LOS A	3 veh
	Westbound Turning Movements	LOS A	2 veh	LOS A	2 veh
	Northbound Turning Movements	LOS C	4 veh	LOS B	2 veh
	Southbound Turning Movements	LOS B	2 veh	LOS B	7 veh
	OVERALL INTERSECTION	LOS B		LOS B	

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN *December 2022*

4. YEAR 2032 BACKGROUND TRAFFIC VOLUMES

In order to account for the traffic growth which will occur within the study area because of typical growth, background traffic volumes were established for the study area. Specifically, in order to account for typical growth within the study area, consideration was given to the historical traffic volumes near the project site. The Tennessee Department of Transportation (TDOT) conducts an annual count program throughout the state. This count program includes the annual collection of average daily traffic (ADT) counts at numerous fixed locations. As shown in [Table 3](#), the traffic volumes on Kedron Road increased significantly from 2017 to 2018. However, before and after this increase, the daily traffic volumes within the study area have increased steadily since 2011.

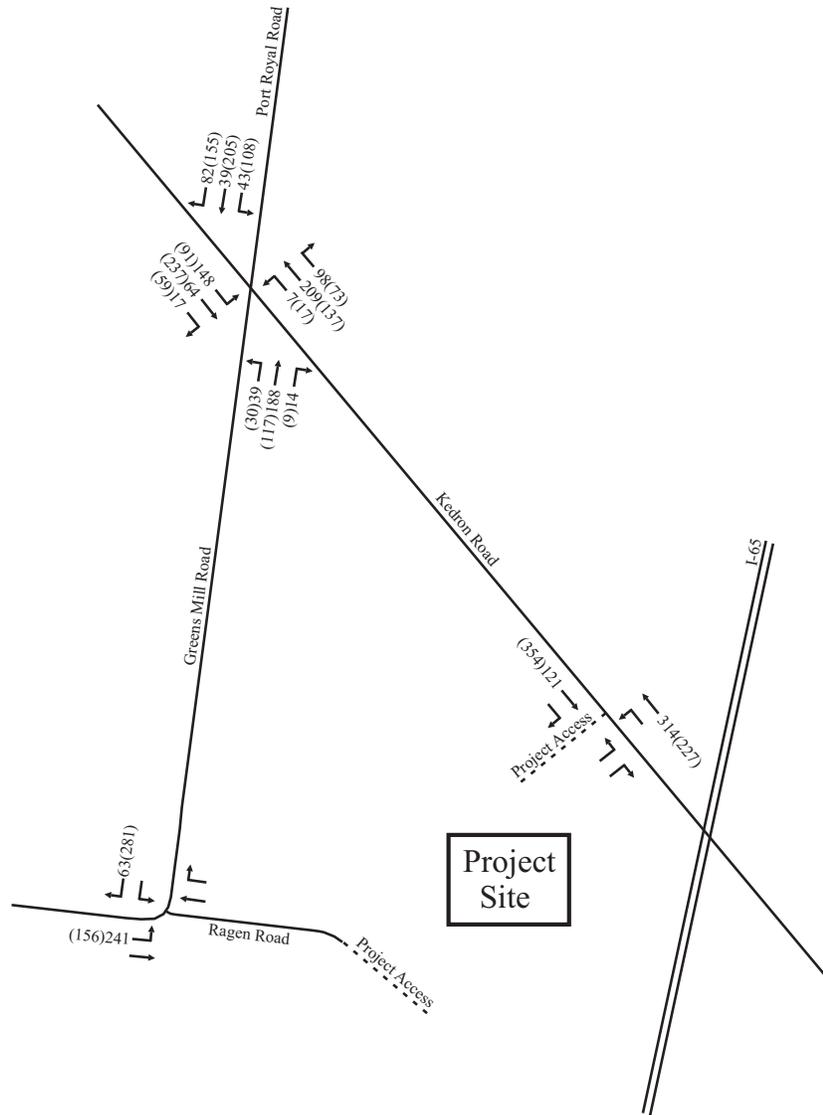
As previously noted, the proposed project is expected to be completed within five years. Per the Traffic Study Requirements that have been established by the City of Spring Hill, background traffic volumes should be established for five years beyond the anticipated build-out year. Therefore, the existing traffic volumes within the study area were increased by 3% per year, or 30% total, in order to represent Year 2032 background traffic volumes, as shown in [Figure 5](#).

TABLE 3. HISTORICAL TRAFFIC VOLUMES IN THE STUDY AREA

Year	Station 237 Kedron Road ADT	Annual Growth	Overall Growth
2011	2,268		
2012	2,211	-2.51%	
2013	2,538	14.79%	
2014	2,590	2.05%	
2015	2,574	-0.62%	
2016	2,670	3.73%	
2017	2,688	0.67%	3.09%
Year	Station 237 Kedron Road ADT	Annual Growth	Overall Growth
2018	4,142		
2019	4,346	4.93%	
2020	4,156	-4.37%	
2021	4,275	2.86%	

Using the background peak hour traffic volumes, capacity analyses were conducted for the intersections within the study area. For these analyses, it was assumed that all existing infrastructure will be maintained and no improvements will be made. The results of the capacity analyses for the background peak hour traffic volumes are shown in [Table 4](#), and [Appendix B](#) includes the capacity analyses worksheets. These analyses indicate that the signalized intersection of Kedron Road and Port Royal Road / Greens Mill Road will continue to operate at LOS B during both peak hours.

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No Scale

XX - AM Peak Hour Volumes
 (XX) - PM Peak Hour Volumes

Figure 5.
Year 2032 Background Peak Hour Traffic Volumes
(Existing Traffic Volumes Increased 30%)

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

TABLE 4. YEAR 2032 BACKGROUND PEAK HOUR LEVELS OF SERVICE

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Kedron Road and Port Royal Road / Greens Mill Road	Eastbound Turning Movements	LOS A	2 veh	LOS B	6 veh
	Westbound Turning Movements	LOS A	3 veh	LOS B	3 veh
	Northbound Turning Movements	LOS B	5 veh	LOS B	2 veh
	Southbound Turning Movements	LOS B	3 veh	LOS C	9 veh
	OVERALL INTERSECTION	LOS B		LOS B	

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

5. IMPACTS OF PROPOSED PROJECT (WITH TWO ACCESSES)

5.1 TRIP GENERATION

Trip generation calculations were conducted in order to identify how much traffic will be generated by the proposed project. Trip generation data for daily and peak hour trips were identified from Trip Generation, 11th Edition, which was published by the Institute of Transportation Engineers (ITE) in 2021. [Table 5](#) presents the daily and peak hour trip generations for proposed project, and these calculations are included in [Appendix C](#).

TABLE 5. TRIP GENERATION

LAND USE	SIZE	DAILY TRAFFIC	GENERATED TRAFFIC			
			AM PEAK HOUR		PM PEAK HOUR	
			ENTER	EXIT	ENTER	EXIT
Single-Family Detached (LUC 210)	365 homes	3,442	66	189	216	127

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

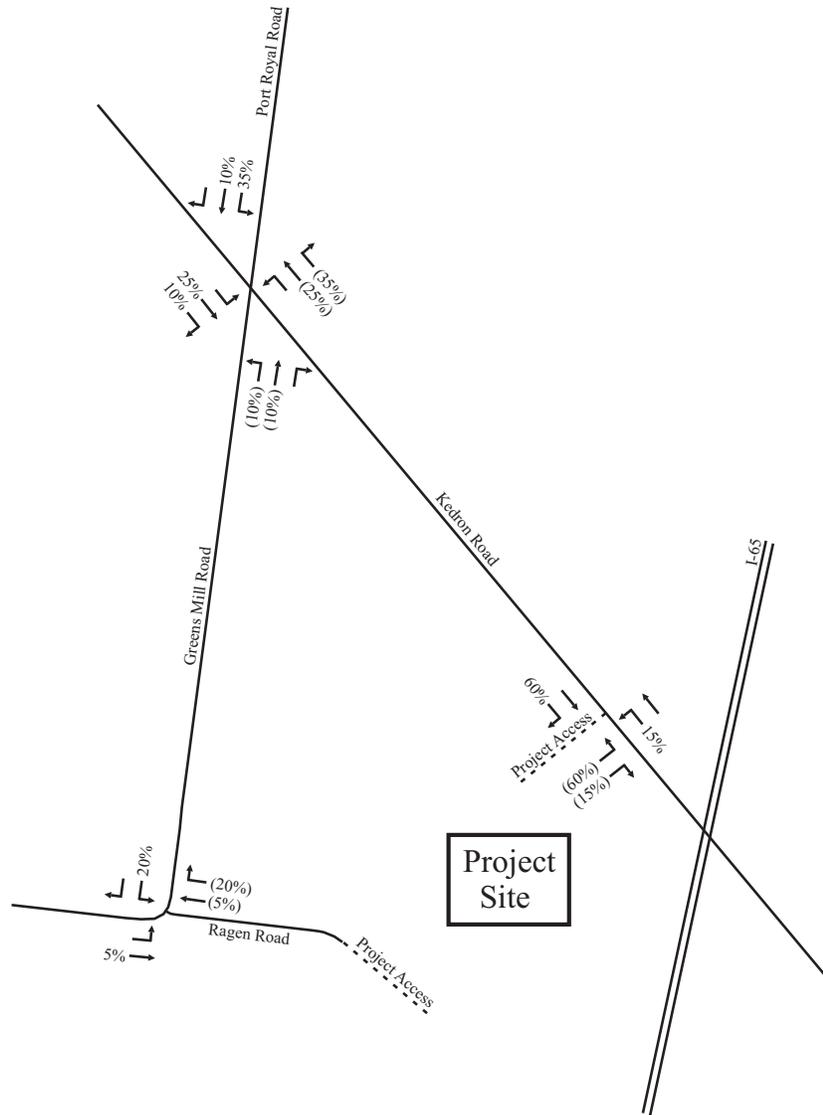
5.2 TRIP DISTRIBUTION AND TRAFFIC ASSIGNMENT

For the purposes of this study, it was estimated that the trips generated by the proposed development will access the project site according to the directional distribution shown in [Figure 6](#). The development of this distribution was based on the following factors:

- existing land use characteristics,
- the directions of approach of the existing traffic,
- the access proposed for the project, and
- the locations of population centers in the area.

The peak hour trip generations and directional distributions were used to add the site-generated trips to the roadway system. [Figure 7](#) includes the peak hour traffic volumes that are expected to be generated by the proposed project.

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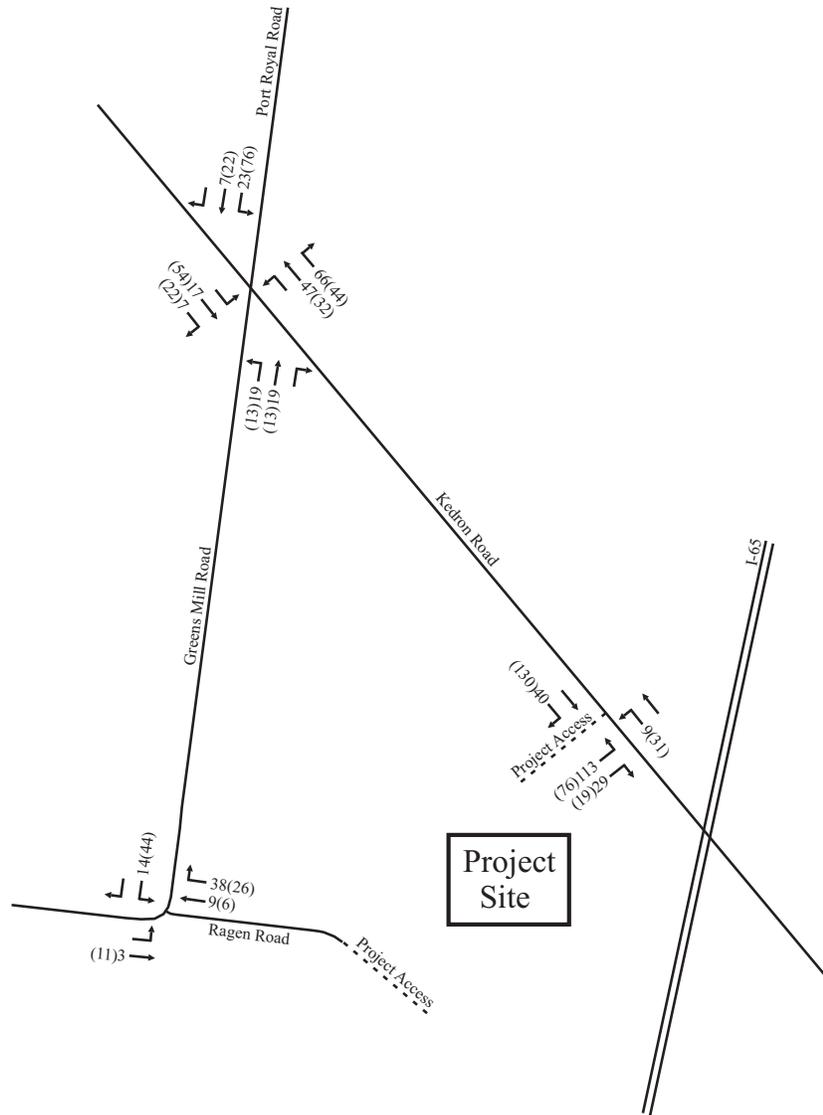


No Scale

XX - Entering Volumes
 (XX) - Exiting Volumes

Figure 6.
Directional Distribution of Peak Hour Traffic Volumes
Generated by the Proposed Project (with two accesses)

F i s c h b a c h
Transportation Group, LLC
Traffic Engineering and Planning



No Scale

XX - AM Peak Hour Volumes
 (XX) - PM Peak Hour Volumes

Figure 7.
Peak Hour Traffic Volumes Generated by the Proposed Project (with two accesses)

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN *December 2022*

5.3 CAPACITY ANALYSES

In order to identify the projected peak hour traffic volumes at the completion of the proposed project, the trips generated by the proposed development were added to the background peak hour traffic volumes within the study area. The resulting peak hour volumes are shown in [Figure 8](#).

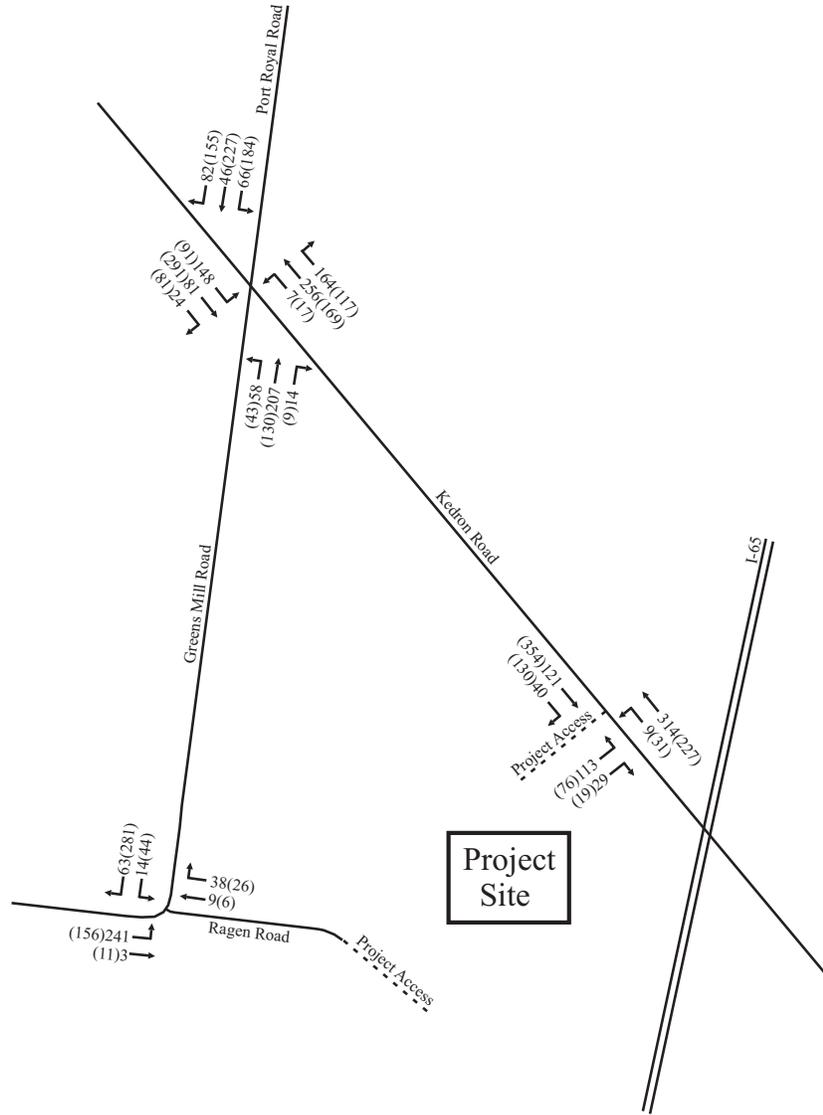
Using the total projected peak hour traffic volumes, capacity analyses were conducted in order to determine the impact of the proposed project on the roadway system. Specifically, these capacity analyses were used to evaluate the need for roadway and traffic control improvements within the study area. For the purposes of these analyses, the following assumptions were made:

- The existing laneage and traffic control will be maintained and no improvements will be provided.
- The project access on Kedron Road will be constructed to include one entering lane and two exiting lanes, striped as separate left and right turn lanes.
- A westbound left turn lane and an eastbound right turn lane will be provided on Kedron Road at the project access.
- Ragen Road will be reconstructed to intersect Greens Mill Road at a T-intersection in the center of the existing 90-degree curve. This reconstructed road will include one standard-width lane in each direction.

The results of the capacity analyses for the total projected peak hour traffic volumes are shown in [Table 6](#), and [Appendix B](#) includes the capacity analyses worksheets. These analyses indicate that the signalized intersection of Kedron Road and Port Royal Road / Greens Mill Road will operate at LOS B during both peak hours. Also, these analyses indicate that all of the critical turning movements at the unsignalized intersections within the study area will operate at LOS C or better during both peak hours.

Finally, it is important to note that the two-lane segment of Greens Mill Road between Kedron Road and Regen Road will operate at LOS B during both peak hours with the existing laneage and cross-section.

F i s c h b a c h
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Traffic Engineering and Planning



No Scale
 XX - AM Peak Hour Volumes
 (XX) - PM Peak Hour Volumes

Figure 8.
Total Projected Peak Hour Traffic Volumes at the Completion of the Proposed Project (with two accesses)

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

TABLE 6. TOTAL PROJECTED PEAK HOUR LEVELS OF SERVICE

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Kedron Road and Port Royal Road / Greens Mill Road	Eastbound Turning Movements	LOS A	3 veh	LOS C	11 veh
	Westbound Turning Movements	LOS A	5 veh	LOS B	6 veh
	Northbound Turning Movements	LOS B	5 veh	LOS B	3 veh
	Southbound Turning Movements	LOS B	4 veh	LOS B	11 veh
	OVERALL INTERSECTION	LOS B		LOS B	
Kedron Road and Project Access	Westbound Left Turns	LOS A	0 veh	LOS A	1 veh
	Northbound Left Turns	LOS B	1 veh	LOS C	1 veh
	Northbound Right Turns	LOS A	1 veh	LOS B	1 veh
Greens Mill Road and Ragen Road (Project Access)	Westbound Left / Right Turns	LOS B	1 veh	LOS B	1 veh
	Southbound Left Turns / Thrus	LOS A	0 veh	LOS A	1 veh
Greens Mill Road	Segment between Kedron Road and Regen Road	LOS B		LOS B	

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

6. IMPACTS OF PROPOSED PROJECT (WITH ONE ACCESS)

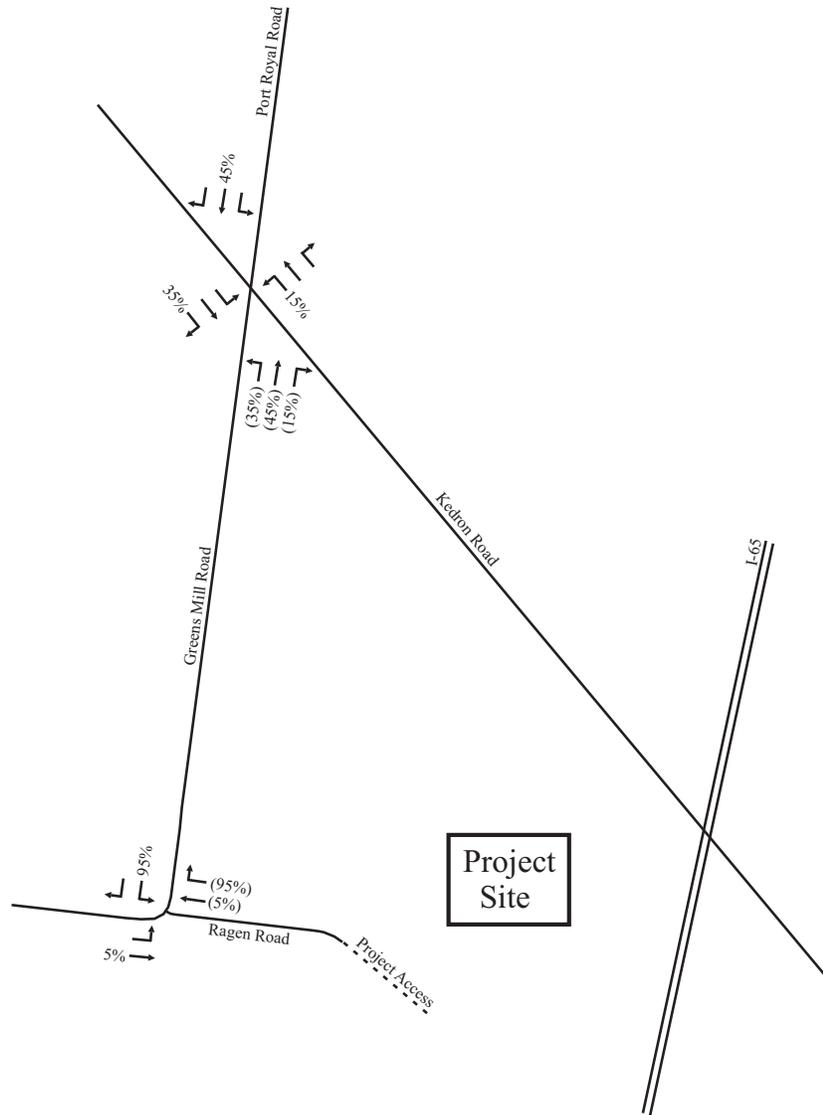
6.1 TRIP DISTRIBUTION AND TRAFFIC ASSIGNMENT

For the purposes of this study, it was estimated that the trips generated by the proposed development will access the project site according to the directional distribution shown in [Figure 9](#). The development of this distribution was based on the following factors:

- existing land use characteristics,
- the directions of approach of the existing traffic,
- the access proposed for the project, and
- the locations of population centers in the area.

The peak hour trip generations and directional distributions were used to add the site-generated trips to the roadway system. [Figure 10](#) includes the peak hour traffic volumes that are expected to be generated by the proposed project.

F i s c h b a c h
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Traffic Engineering and Planning

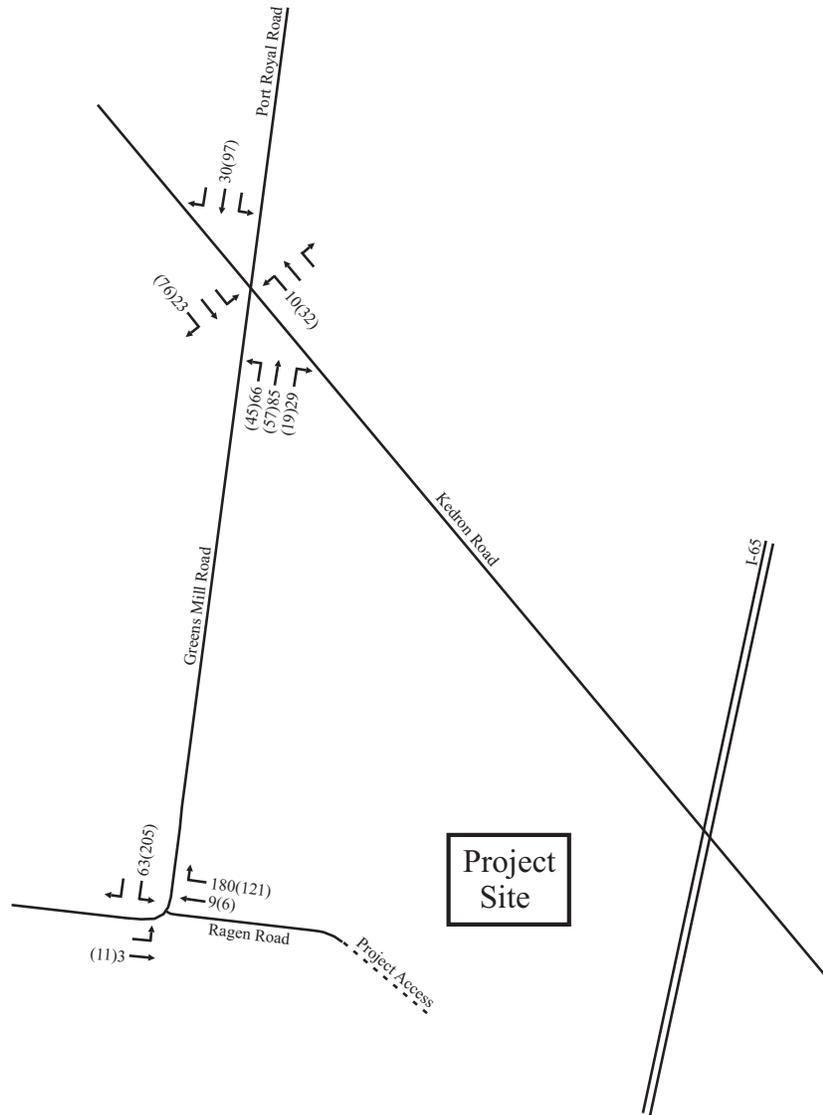


No Scale

XX - Entering Volumes
 (XX) - Exiting Volumes

Figure 9.
Directional Distribution of Peak Hour Traffic Volumes
Generated by the Proposed Project (with one access)

F i s c h b a c h
Transportation Group, LLC
Traffic Engineering and Planning



No Scale

XX - AM Peak Hour Volumes
 (XX) - PM Peak Hour Volumes

Figure 10.
Peak Hour Traffic Volumes Generated by the Proposed Project (with one access)

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN *December 2022*

6.2 CAPACITY ANALYSES

In order to identify the projected peak hour traffic volumes at the completion of the proposed project, the trips generated by the proposed development were added to the background peak hour traffic volumes within the study area. The resulting peak hour volumes are shown in [Figure 11](#).

Using the total projected peak hour traffic volumes, capacity analyses were conducted in order to determine the impact of the proposed project on the roadway system. Specifically, these capacity analyses were used to evaluate the need for roadway and traffic control improvements within the study area. For the purposes of these analyses, the following assumptions were made:

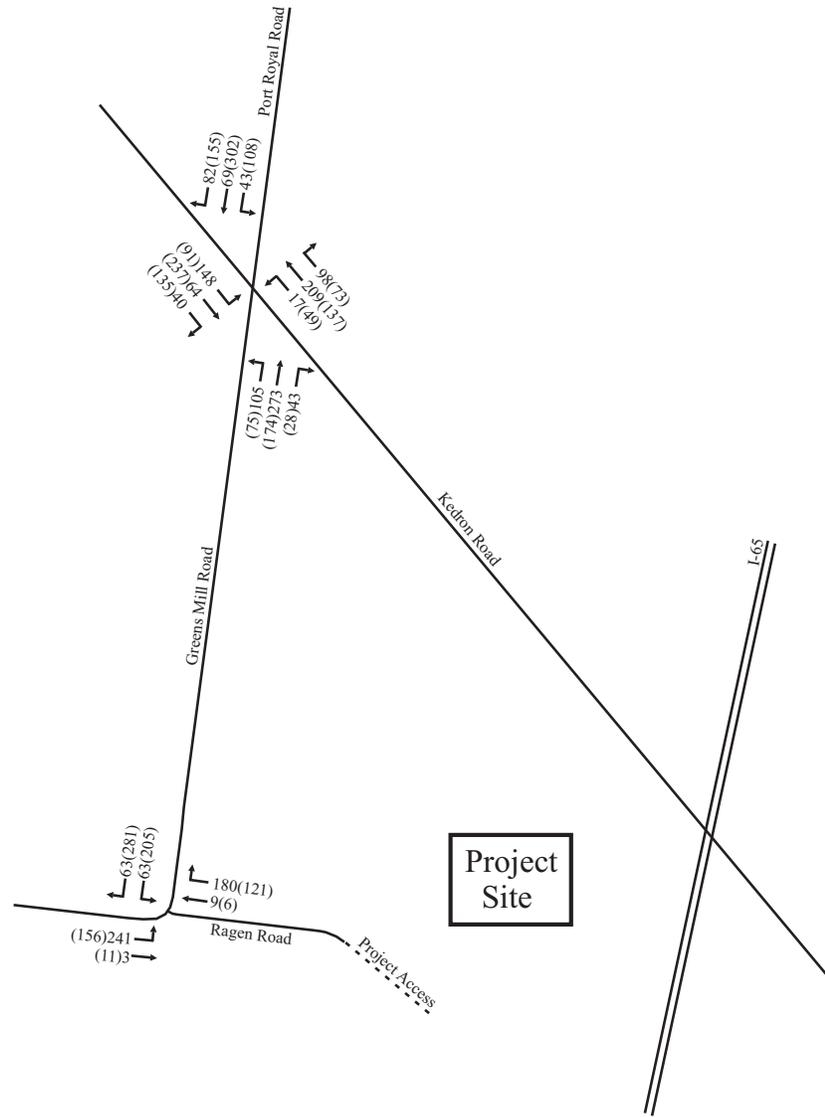
- The existing laneage and traffic control will be maintained and no improvements will be provided.
- Ragen Road will be reconstructed to intersect Greens Mill Road at a T-intersection in the center of the existing 90-degree curve. This reconstructed road will include one standard-width lane in each direction.

The results of the capacity analyses for the total projected peak hour traffic volumes are shown in [Table 7](#), and [Appendix B](#) includes the capacity analyses worksheets. These analyses indicate that the signalized intersection of Kedron Road and Port Royal Road / Greens Mill Road will operate at LOS B during both peak hours.

Also, all of the critical turning movements at the unsignalized intersection of Greens Mill Road and Ragen Road (project access) will operate at LOS B or better during both peak hours.

Finally, it is important to note that the two-lane segment of Greens Mill Road between Kedron Road and Regen Road will operate at LOS C during both peak hours with the existing laneage and cross-section.

F i s c h b a c h
Transportation Group, LLC
Traffic Engineering and Planning



No Scale

XX - AM Peak Hour Volumes
 (XX) - PM Peak Hour Volumes

Figure 11.
Total Projected Peak Hour Traffic Volumes at the
Completion of the Proposed Project (with one access)

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

TABLE 7. TOTAL PROJECTED PEAK HOUR LEVELS OF SERVICE

INTERSECTION	TURNING MOVEMENT	AM PEAK HOUR		PM PEAK HOUR	
		LEVEL OF SERVICE	95 TH %-ILE QUEUE	LEVEL OF SERVICE	95 TH %-ILE QUEUE
Kedron Road and Port Royal Road / Greens Mill Road	Eastbound Turning Movements	LOS B	4 veh	LOS C	9 veh
	Westbound Turning Movements	LOS B	5 veh	LOS B	4 veh
	Northbound Turning Movements	LOS B	7 veh	LOS B	3 veh
	Southbound Turning Movements	LOS B	3 veh	LOS B	10 veh
	OVERALL INTERSECTION	LOS B		LOS B	
Greens Mill Road and Ragen Road (Project Access)	Westbound Left / Right Turns	LOS B	1 veh	LOS B	1 veh
	Southbound Left Turns / Thrus	LOS A	1 veh	LOS A	1 veh
Greens Mill Road	Segment between Kedron Road and Ragen Road	LOS C		LOS C	

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN *December 2022*

7. CONCLUSIONS AND RECOMMENDATIONS

The analyses conducted for the purposes of this study indicate that the following considerations should be made in conjunction with the construction of the proposed project:

Intersection of Kedron Road and Port Royal Road / Greens Mill Road

The analyses conducted for the purposes of this study indicate that this intersection will operate acceptably with the construction of the proposed project, based on the existing laneage and traffic control at this location.

Although the overall delays at this intersection are expected to be relatively low under these conditions, it is important to note that this traffic signal operates with only two phases. Specifically, dedicated left turn storage is not provided, and the traffic signal does not include any protected left turn phases. These conditions do not minimize the potential for vehicle conflicts. However, Kedron Road and Port Royal Road / Greens Mill Road do not intersect at a 90-degree angle. Also, existing commercial land uses are located immediately adjacent to the public right-of-way in the southwest quadrant of the intersection, and public utility poles are located in each quadrant of the intersection, immediately adjacent to the travel lanes. Therefore, a reconstruction of this intersection to include dedicated turn lanes would require significant right-of-way acquisition and utility relocation and is, therefore, not recommended in conjunction with the proposed project.

These results are consistent whether the project is constructed with primary access on Kedron Road or sole access is provided on Ragan Road.

Intersection of Kedron Road and the Project Access

In conjunction with the proposed project, the following laneage should be provided at this intersection:

1. The project access should be constructed to include one entering lane and two exiting lanes, striped as separate left and right turn lanes. Each of the northbound turn lanes should include at least 100 feet of storage.
2. A dedicated westbound left turn lane should be provided on Kedron Road at the project access. This turn lane should include at least 100 feet of storage and should be designed and constructed according to AASHTO standards.
3. A dedicated eastbound right turn lane should be provided on Kedron Road at the project access. This turn lane should include at least 100 feet of storage and should be designed and constructed according to AASHTO standards.

Also, it would be appropriate to reserve adequate right-of-way along the frontage of the project site in order to facilitate any future widening and improvement of Kedron Road to current City standards for a five-lane roadway.

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

Sight triangles should be provided for the intersection of Kedron Road and the project access in conjunction with construction documents for the proposed project. These sight triangles should be developed based on guidelines that are included in A Policy on Geometric Design of Highways and Streets, which is published by the American Association of State Highway and Transportation Officials (AASHTO) and commonly known as The Green Book. Specifically, The Green Book indicates that for a speed of 45 mph, the minimum stopping sight distance is 360 feet. This is the distance that a motorist on Kedron Road will need to come to a stop if a vehicle turning from the project creates a conflict. Also, based on The Green Book, the minimum intersection sight distance is 500 feet. This is the distance that a motorist exiting the project site will need to safely complete a turn onto Kedron Road.

Intersection of Greens Mill Road and Ragen Road (Project Access)

As planned, Ragen Road should be improved and extended as a two-lane roadway from Greens Mill Road into the project site. This facility should be designed and constructed to current City standards for a two-lane roadway and intersect Greens Mill Road at a T-intersection that includes a shared lane for left and right turns onto Greens Mill Road.

Sight triangles should be provided for the intersection of Greens Mill Road and Ragen Road in conjunction with construction documents for the proposed project. These sight triangles should be developed based on guidelines that are included in A Policy on Geometric Design of Highways and Streets, which is published by the American Association of State Highway and Transportation Officials (AASHTO) and commonly known as The Green Book. Specifically, The Green Book indicates that for a speed of 45 mph, the minimum stopping sight distance is 360 feet. This is the distance that a motorist on Greens Mill Road will need to come to a stop if a vehicle turning from the project creates a conflict. Also, based on The Green Book, the minimum intersection sight distance is 500 feet. This is the distance that a motorist exiting the project site will need to safely complete a turn onto Greens Mill Road.

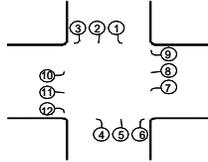
These results are consistent whether the project is constructed with primary access on Kedron Road or sole access is provided on Ragan Road.

Greens Mill Road between Kedron Road and Regen Road

The analyses conducted for the purposes of this study indicate that this two-lane roadway segment will operate acceptably during both peak hours with the existing laneage and cross-section. Therefore, no modifications to this corridor are recommended in conjunction with the proposed project. These results are consistent whether the project is constructed with primary access on Kedron Road or sole access is provided on Ragan Road.

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

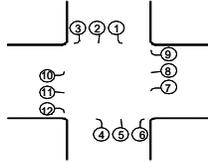
**APPENDIX A
EXISTING TRAFFIC COUNTS**



INTERSECTION TRAFFIC VOLUME COUNTS

LOCATION: Port Royal Road and Kedron Road
 DATE: 20-Jan-22 Thu
 RECORDER: Burns
 NOTES: signalized

LOCATION TIME	S/B Port Royal Road			N/B Greens Mill Road			W/B Kedron Road			E/B Kedron Road				
	1	2	3	4	5	6	7	8	9	10	11	12		
6:00-6:15	7	3	2	4	20		2	14	10	10	4	3	450	79
6:15-6:30	7	2	1	3	20	1		13	7	10	9	3	522	76
6:30-6:45	6	4	2	5	27	1	1	27	16	18	14	5	653	126
6:45-7:00	8	5	6	6	40	3	1	41	25	24	8	2	728	169
7:00-7:15	11	4	15	7	25	2	1	34	16	21	11	4	726	151
7:15-7:30	7	11	22	6	40	3	2	56	16	29	12	3	719	207
7:30-7:45	7	10	20	11	39	3	1	30	18	40	18	4	656	201
7:45-8:00	11	15	10	5	29	1		36	15	19	22	4	586	167
8:00-8:15	14	12	8	4	21	2	1	18	20	21	21	2	566	144
8:15-8:30	8	17	10	5	28		2	27	18	11	11	7	144	
8:30-8:45	8	14	11	5	22	1	3	25	17	14	8	3	131	
8:45-9:00	9	17	4	6	32	1	2	30	15	10	19	2	147	
4:00-4:15	24	45	16	6	21	3	1	18	6	22	43	11	906	216
4:15-4:30	15	37	34	4	13		3	19	14	20	53	15	951	227
4:30-4:45	22	41	31	5	22	3	2	32	9	17	46	10	942	240
4:45-5:00	22	35	22	8	27	2	5	27	21	14	33	7	886	223
5:00-5:15	24	45	32	6	28	2	3	27	12	19	50	13	844	261
5:15-5:30	18	39	31	11	23	1	2	17	14	17	32	13	758	218
5:30-5:45	16	38	21	5	17	1		20	9	15	32	10	703	184
5:45-6:00	23	21	25	6	17	1	5	22	16	21	17	7	658	181
6:00-6:15	16	28	32	7	16		3	14	12	14	23	10	607	175
6:15-6:30	15	28	29	1	17		2	14	14	13	25	5	163	
6:30-6:45	14	19	23	5	9	1		12	11	13	30	2	139	
6:45-7:00	12	20	16	3	11	3		17	7	7	23	11	130	
TOTAL	324	510	423	134	564	35	42	590	338	419	564	156		
AM PK HR	33	30	63	30	144	11	5	161	75	114	49	13	6:45-7:45	0.88
PM PK HR	83	158	119	23	90	7	13	105	56	70	182	45	4:15-5:15	0.91



INTERSECTION TRAFFIC VOLUME COUNTS

LOCATION: Greens Mill Road and Ragen Road
DATE: 20-Jan-22 Thu
RECORDER: Burns
NOTES: unsignalized

LOCATION TIME	S/B Greens Mill Road			N/B Greens Mill Road			W/B			E/B			
	1	2	3	4	5	6	7	8	9	10	11	12	
6:00-6:15		3			25								148 28
6:15-6:30		4			22								175 26
6:30-6:45		7			28								198 35
6:45-7:00		11			48								211 59
7:00-7:15		10			45								198 55
7:15-7:30		14			35								202 49
7:30-7:45		13			35								194 48
7:45-8:00		14			32								204 46
8:00-8:15		18			41								187 59
8:15-8:30		15			26								41
8:30-8:45		29			29								58
8:45-9:00		12			17								29
4:00-4:15		47			30								340 77
4:15-4:30		71			39								341 110
4:30-4:45		47			33								294 80
4:45-5:00		44			29								295 73
5:00-5:15		43			35								303 78
5:15-5:30		39			24								281 63
5:30-5:45		44			37								268 81
5:45-6:00		52			29								246 81
6:00-6:15		34			22								207 56
6:15-6:30		37			13								50
6:30-6:45		42			17								59
6:45-7:00		25			17								42
TOTAL		675			708								
AM PK HR		48			163								6:45-7:45 0.89
PM PK HR		205			136								4:15-5:15 0.78

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

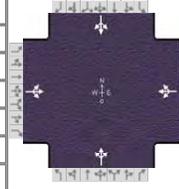
**APPENDIX B
CAPACITY ANALYSES**

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

EXISTING CONDITIONS

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	FTG			Duration, h	0.250		
Analyst	FTG	Analysis Date	Jan 28, 2022	Area Type	Other		
Jurisdiction	Spring Hill, TN	Time Period	AM Peak Hour	PHF	0.88		
Urban Street	Kedron Road	Analysis Year	2022	Analysis Period	1> 7:00		
Intersection	Kedron Rd and Port Roy...	File Name	1_exam.xus				
Project Description	11188 (Existing)						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	114	49	13	5	161	75	30	144	11	33	30	63

Signal Information				Signal Timing (s)									
Cycle, s	50.0	Reference Phase	2	Green	30.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Offset, s	0	Reference Point	End	Yellow	4.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	No	Simult. Gap E/W	On	Red	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On										

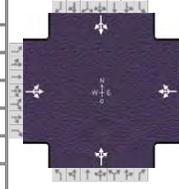
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6		2		4		8
Case Number		8.0		8.0		8.0		8.0
Phase Duration, s		36.0		36.0		14.0		14.0
Change Period, ($Y+R_c$), s		6.0		6.0		6.0		6.0
Max Allow Headway (MAH), s		0.0		0.0		3.1		3.1
Queue Clearance Time (g_s), s						7.5		5.8
Green Extension Time (g_e), s		0.0		0.0		0.5		0.5
Phase Call Probability						0.99		0.99
Max Out Probability						0.00		0.00

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	200			274			210			143		
Adjusted Saturation Flow Rate (s), veh/h/ln	1327			1796			1798			1650		
Queue Service Time (g_s), s	0.0			0.0			1.7			0.0		
Cycle Queue Clearance Time (g_c), s	3.0			3.6			5.5			3.8		
Green Ratio (g/C)	0.60			0.60			0.16			0.16		
Capacity (c), veh/h	916			1153			370			353		
Volume-to-Capacity Ratio (X)	0.218			0.238			0.569			0.405		
Back of Queue (Q), ft/ln (95 th percentile)	28.5			39.2			91.5			59.9		
Back of Queue (Q), veh/ln (95 th percentile)	1.1			1.6			3.7			2.4		
Queue Storage Ratio (RQ) (95 th percentile)	0.00			0.00			0.00			0.00		
Uniform Delay (d_1), s/veh	4.5			4.7			19.9			19.3		
Incremental Delay (d_2), s/veh	0.5			0.5			0.5			0.3		
Initial Queue Delay (d_3), s/veh	0.0			0.0			0.0			0.0		
Control Delay (d), s/veh	5.1			5.2			20.5			19.5		
Level of Service (LOS)	A			A			C			B		
Approach Delay, s/veh / LOS	5.1	A		5.2	A		20.5	C		19.5	B	
Intersection Delay, s/veh / LOS	11.5						B					

Multimodal Results	EB	WB	NB	SB
Pedestrian LOS Score / LOS	1.63	B	1.63	B
Bicycle LOS Score / LOS	0.82	A	0.94	A

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	FTG			Duration, h	0.250		
Analyst	FTG	Analysis Date	Jan 28, 2022	Area Type	Other		
Jurisdiction	Spring Hill, TN	Time Period	PM Peak Hour	PHF	0.91		
Urban Street	Kedron Road	Analysis Year	2022	Analysis Period	1> 7:00		
Intersection	Kedron Rd and Port Roy...	File Name	1_expm.xus				
Project Description	11188 (Existing)						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	70	182	45	13	105	56	23	90	7	83	158	119

Signal Information				Signal Timing (s)										
Cycle, s	50.0	Reference Phase	2	Green	24.2	13.8	0.0	0.0	0.0	0.0	1	2	3	4
Offset, s	0	Reference Point	End	Yellow	4.0	4.0	0.0	0.0	0.0	0.0	5	6	7	8
Uncoordinated	No	Simult. Gap E/W	On	Red	2.0	2.0	0.0	0.0	0.0	0.0				
Force Mode	Fixed	Simult. Gap N/S	On											

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6		2		4		8
Case Number		8.0		8.0		8.0		8.0
Phase Duration, s		30.2		30.2		19.8		19.8
Change Period, ($Y+R_c$), s		6.0		6.0		6.0		6.0
Max Allow Headway (MAH), s		0.0		0.0		3.1		3.1
Queue Clearance Time (g_s), s						4.7		13.2
Green Extension Time (g_e), s		0.0		0.0		0.9		0.6
Phase Call Probability						1.00		1.00
Max Out Probability						0.00		0.39

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	326			191			132			396		
Adjusted Saturation Flow Rate (s), veh/h/ln	1696			1766			1763			1668		
Queue Service Time (g_s), s	0.0			0.0			0.0			8.1		
Cycle Queue Clearance Time (g_c), s	5.5			3.1			2.7			11.2		
Green Ratio (g/C)	0.48			0.48			0.28			0.28		
Capacity (c), veh/h	911			934			571			548		
Volume-to-Capacity Ratio (X)	0.358			0.205			0.231			0.722		
Back of Queue (Q), ft/ln (95 th percentile)	80.6			42.6			43.6			169		
Back of Queue (Q), veh/ln (95 th percentile)	3.2			1.7			1.7			6.8		
Queue Storage Ratio (RQ) (95 th percentile)	0.00			0.00			0.00			0.00		
Uniform Delay (d_1), s/veh	8.1			7.4			14.1			17.1		
Incremental Delay (d_2), s/veh	1.1			0.5			0.1			1.9		
Initial Queue Delay (d_3), s/veh	0.0			0.0			0.0			0.0		
Control Delay (d), s/veh	9.2			7.9			14.2			19.0		
Level of Service (LOS)	A			A			B			B		
Approach Delay, s/veh / LOS	9.2	A		7.9	A		14.2	B		19.0	B	
Intersection Delay, s/veh / LOS	13.3						B					

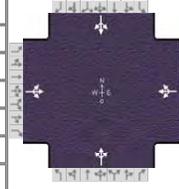
Multimodal Results	EB	WB	NB	SB
Pedestrian LOS Score / LOS	1.65	B	1.65	B
Bicycle LOS Score / LOS	1.03	A	0.80	A

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

BACKGROUND CONDITIONS

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	FTG			Duration, h	0.250		
Analyst	FTG	Analysis Date	Jan 28, 2022	Area Type	Other		
Jurisdiction	Spring Hill, TN	Time Period	AM Peak Hour	PHF	0.88		
Urban Street	Kedron Road	Analysis Year	2032	Analysis Period	1> 7:00		
Intersection	Kedron Rd and Port Roy...	File Name	1_bgam.xus				
Project Description	11188 (Back)						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	148	64	17	7	209	98	39	188	14	43	39	82

Signal Information				Signal Timing (s)										
Cycle, s	50.0	Reference Phase	2	Green	28.2	9.8	0.0	0.0	0.0	0.0	1	2	3	4
Offset, s	0	Reference Point	End	Yellow	4.0	4.0	0.0	0.0	0.0	0.0	5	6	7	8
Uncoordinated	No	Simult. Gap E/W	On	Red	2.0	2.0	0.0	0.0	0.0	0.0				
Force Mode	Fixed	Simult. Gap N/S	On											

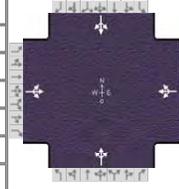
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6		2		4		8
Case Number		8.0		8.0		8.0		8.0
Phase Duration, s		34.2		34.2		15.8		15.8
Change Period, ($Y+R_c$), s		6.0		6.0		6.0		6.0
Max Allow Headway (MAH), s		0.0		0.0		3.1		3.1
Queue Clearance Time (g_s), s						9.2		6.9
Green Extension Time (g_e), s		0.0		0.0		0.7		0.7
Phase Call Probability						1.00		1.00
Max Out Probability						0.03		0.01

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	260			357			274			186		
Adjusted Saturation Flow Rate (s), veh/h/ln	1262			1795			1790			1635		
Queue Service Time (g_s), s	0.0			0.0			2.2			0.0		
Cycle Queue Clearance Time (g_c), s	5.1			5.4			7.2			4.9		
Green Ratio (g/C)	0.56			0.56			0.20			0.20		
Capacity (c), veh/h	829			1085			436			412		
Volume-to-Capacity Ratio (X)	0.314			0.329			0.629			0.452		
Back of Queue (Q), ft/ln (95 th percentile)	48.6			65.9			116.4			75.1		
Back of Queue (Q), veh/ln (95 th percentile)	1.9			2.6			4.7			3.0		
Queue Storage Ratio (RQ) (95 th percentile)	0.00			0.00			0.00			0.00		
Uniform Delay (d_1), s/veh	5.8			5.9			19.0			18.1		
Incremental Delay (d_2), s/veh	1.0			0.8			0.6			0.3		
Initial Queue Delay (d_3), s/veh	0.0			0.0			0.0			0.0		
Control Delay (d), s/veh	6.8			6.8			19.5			18.4		
Level of Service (LOS)	A			A			B			B		
Approach Delay, s/veh / LOS	6.8	A		6.8	A		19.5	B		18.4	B	
Intersection Delay, s/veh / LOS	12.0						B					

Multimodal Results	EB	WB	NB	SB
Pedestrian LOS Score / LOS	1.63	B	1.63	B
Bicycle LOS Score / LOS	0.92	A	1.08	A

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	FTG			Duration, h	0.250		
Analyst	FTG	Analysis Date	Jan 28, 2022	Area Type	Other		
Jurisdiction	Spring Hill, TN	Time Period	PM Peak Hour	PHF	0.91		
Urban Street	Kedron Road	Analysis Year	2032	Analysis Period	1> 7:00		
Intersection	Kedron Rd and Port Roy...	File Name	1_bgpm.xus				
Project Description	11188 (Back)						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	91	237	59	17	137	73	30	117	9	108	205	155

Signal Information				Signal Timing (s)									
Cycle, s	50.0	Reference Phase	2	Green	20.9	17.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Offset, s	0	Reference Point	End	Yellow	4.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	No	Simult. Gap E/W	On	Red	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On										

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6		2		4		8
Case Number		8.0		8.0		8.0		8.0
Phase Duration, s		26.9		26.9		23.1		23.1
Change Period, (Y+R _c), s		6.0		6.0		6.0		6.0
Max Allow Headway (MAH), s		0.0		0.0		3.2		3.2
Queue Clearance Time (g _s), s						5.3		16.8
Green Extension Time (g _e), s		0.0		0.0		1.3		0.3
Phase Call Probability						1.00		1.00
Max Out Probability						0.01		1.00

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	425			249			171			514		
Adjusted Saturation Flow Rate (s), veh/h/ln	1676			1758			1727			1652		
Queue Service Time (g _s), s	4.1			0.0			0.0			11.5		
Cycle Queue Clearance Time (g _c), s	9.4			4.7			3.3			14.8		
Green Ratio (g/C)	0.42			0.42			0.34			0.34		
Capacity (c), veh/h	790			813			676			653		
Volume-to-Capacity Ratio (X)	0.538			0.307			0.254			0.788		
Back of Queue (Q), ft/ln (95 th percentile)	143.9			71.7			50.1			226		
Back of Queue (Q), veh/ln (95 th percentile)	5.8			2.9			2.0			9.0		
Queue Storage Ratio (RQ) (95 th percentile)	0.00			0.00			0.00			0.00		
Uniform Delay (d ₁), s/veh	11.1			9.8			11.9			15.6		
Incremental Delay (d ₂), s/veh	2.6			1.0			0.1			5.3		
Initial Queue Delay (d ₃), s/veh	0.0			0.0			0.0			0.0		
Control Delay (d), s/veh	13.7			10.8			12.0			20.9		
Level of Service (LOS)	B			B			B			C		
Approach Delay, s/veh / LOS	13.7	B		10.8	B		12.0	B		20.9	C	
Intersection Delay, s/veh / LOS	15.7						B					

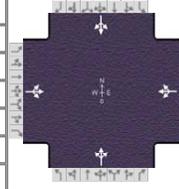
Multimodal Results	EB	WB	NB	SB
Pedestrian LOS Score / LOS	1.66	B	1.66	B
Bicycle LOS Score / LOS	1.19	A	0.90	A

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

**TOTAL PROJECTED CONDITIONS
(WITH TWO ACCESSES)**

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	FTG			Duration, h	0.250		
Analyst	FTG	Analysis Date	Dec 9, 2022	Area Type	Other		
Jurisdiction	Spring Hill, TN	Time Period	AM Peak Hour	PHF	0.88		
Urban Street	Kedron Road	Analysis Year	2032	Analysis Period	1> 7:00		
Intersection	Kedron Rd and Port Roy...	File Name	1_fu1am.xus				
Project Description	11188 (Total 1)						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	148	81	24	7	256	164	58	207	14	66	46	82

Signal Information				Signal Timing (s)									
Cycle, s	50.0	Reference Phase	2	Green	26.8	11.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Offset, s	0	Reference Point	End	Yellow	4.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	No	Simult. Gap E/W	On	Red	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On										

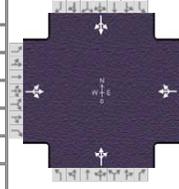
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6		2		4		8
Case Number		8.0		8.0		8.0		8.0
Phase Duration, s		32.8		32.8		17.2		17.2
Change Period, ($Y+R_c$), s		6.0		6.0		6.0		6.0
Max Allow Headway (MAH), s		0.0		0.0		3.2		3.2
Queue Clearance Time (g_s), s						10.5		8.0
Green Extension Time (g_e), s		0.0		0.0		0.7		0.8
Phase Call Probability						1.00		1.00
Max Out Probability						0.15		0.04

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	288			485			317			220		
Adjusted Saturation Flow Rate (s), veh/h/ln	1209			1774			1756			1581		
Queue Service Time (g_s), s	0.0			0.0			2.5			0.0		
Cycle Queue Clearance Time (g_c), s	6.4			8.7			8.5			6.0		
Green Ratio (g/C)	0.54			0.54			0.22			0.22		
Capacity (c), veh/h	763			1025			479			449		
Volume-to-Capacity Ratio (X)	0.377			0.473			0.662			0.490		
Back of Queue (Q), ft/ln (95 th percentile)	62.8			113.5			132.7			86.9		
Back of Queue (Q), veh/ln (95 th percentile)	2.5			4.5			5.3			3.5		
Queue Storage Ratio (RQ) (95 th percentile)	0.00			0.00			0.00			0.00		
Uniform Delay (d_1), s/veh	6.7			7.4			18.3			17.3		
Incremental Delay (d_2), s/veh	1.4			1.6			0.6			0.3		
Initial Queue Delay (d_3), s/veh	0.0			0.0			0.0			0.0		
Control Delay (d), s/veh	8.1			9.0			18.9			17.6		
Level of Service (LOS)	A			A			B			B		
Approach Delay, s/veh / LOS	8.1	A		9.0	A		18.9	B		17.6	B	
Intersection Delay, s/veh / LOS	12.6						B					

Multimodal Results	EB	WB	NB	SB
Pedestrian LOS Score / LOS	1.64	B	1.68	B
Bicycle LOS Score / LOS	0.96	A	1.01	A

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	FTG			Duration, h	0.250		
Analyst	FTG	Analysis Date	Dec 9, 2022	Area Type	Other		
Jurisdiction	Spring Hill, TN	Time Period	PM Peak Hour	PHF	0.91		
Urban Street	Kedron Road	Analysis Year	2032	Analysis Period	1> 7:00		
Intersection	Kedron Rd and Port Roy...	File Name	1_fu1pm.xus				
Project Description	11188 (Total 1)						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	91	291	81	17	169	117	43	130	9	184	227	155

Signal Information																		
Cycle, s	60.0	Reference Phase	2															
Offset, s	0	Reference Point	End															
Uncoordinated	No	Simult. Gap E/W	On	Green	22.3	25.7	0.0	0.0	0.0	0.0	1		2		3		4	
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.0	4.0	0.0	0.0	0.0	0.0	5		6		7		8	
				Red	2.0	2.0	0.0	0.0	0.0	0.0								

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6		2		4		8
Case Number		8.0		8.0		8.0		8.0
Phase Duration, s		28.3		28.3		31.7		31.7
Change Period, ($Y+R_c$), s		6.0		6.0		6.0		6.0
Max Allow Headway (MAH), s		0.0		0.0		3.2		3.2
Queue Clearance Time (g_s), s						6.1		24.0
Green Extension Time (g_e), s		0.0		0.0		1.9		1.7
Phase Call Probability						1.00		1.00
Max Out Probability						0.00		0.01

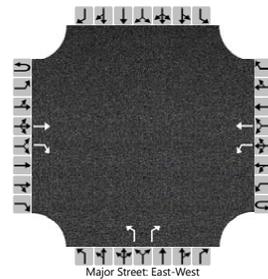
Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	509			333			200			622		
Adjusted Saturation Flow Rate (s), veh/h/ln	1668			1759			1537			1587		
Queue Service Time (g_s), s	7.6			0.0			0.0			17.9		
Cycle Queue Clearance Time (g_c), s	16.3			8.7			4.1			22.0		
Green Ratio (g/C)	0.37			0.37			0.43			0.43		
Capacity (c), veh/h	691			716			733			760		
Volume-to-Capacity Ratio (X)	0.737			0.465			0.273			0.818		
Back of Queue (Q), ft/ln (95 th percentile)	266.4			151.3			62.9			273.7		
Back of Queue (Q), veh/ln (95 th percentile)	10.7			6.1			2.5			10.9		
Queue Storage Ratio (RQ) (95 th percentile)	0.00			0.00			0.00			0.00		
Uniform Delay (d_1), s/veh	16.8			14.6			10.9			15.9		
Incremental Delay (d_2), s/veh	6.9			2.2			0.1			2.0		
Initial Queue Delay (d_3), s/veh	0.0			0.0			0.0			0.0		
Control Delay (d), s/veh	23.6			16.8			11.0			17.9		
Level of Service (LOS)	C			B			B			B		
Approach Delay, s/veh / LOS	23.6	C		16.8	B		11.0	B		17.9	B	
Intersection Delay, s/veh / LOS	18.6						B					

Multimodal Results	EB	WB	NB	SB
Pedestrian LOS Score / LOS	1.67	B	1.67	B
Bicycle LOS Score / LOS	1.33	A	1.04	A

HCS7 Two-Way Stop-Control Report

General Information				Site Information			
Analyst	FTG			Intersection	Kedron Rd/Project Access		
Agency/Co.	FTG			Jurisdiction	Spring Hill/Maury Co, TN		
Date Performed	Dec 2022			East/West Street	Kedron Road		
Analysis Year	2032			North/South Street	Project Access		
Time Analyzed	AM Peak Hour			Peak Hour Factor	0.90		
Intersection Orientation	East-West			Analysis Time Period (hrs)	0.25		
Project Description	11188 (Total 1)						

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	1	0	1	1	0		1	0	1		0	0	0
Configuration			T	R		L	T			L		R				
Volume (veh/h)			121	40		9	314			113		29				
Percent Heavy Vehicles (%)						0				0		0				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized	No								No							
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1					7.1		6.2			
Critical Headway (sec)						4.10					6.40		6.20			
Base Follow-Up Headway (sec)						2.2					3.5		3.3			
Follow-Up Headway (sec)						2.20					3.50		3.30			

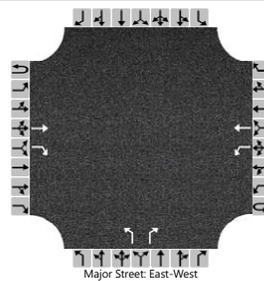
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						10					126		32			
Capacity, c (veh/h)						1409					528		920			
v/c Ratio						0.01					0.24		0.04			
95% Queue Length, Q ₉₅ (veh)						0.0					0.9		0.1			
Control Delay (s/veh)						7.6					13.9		9.1			
Level of Service (LOS)						A					B		A			
Approach Delay (s/veh)					0.2				12.9							
Approach LOS									B							

HCS7 Two-Way Stop-Control Report

General Information				Site Information			
Analyst	FTG			Intersection	Kedron Rd/Project Access		
Agency/Co.	FTG			Jurisdiction	Spring Hill/Maury Co, TN		
Date Performed	Dec 2022			East/West Street	Kedron Road		
Analysis Year	2032			North/South Street	Project Access		
Time Analyzed	PM Peak Hour			Peak Hour Factor	0.90		
Intersection Orientation	East-West			Analysis Time Period (hrs)	0.25		
Project Description	11188 (Total 1)						

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	1	0	1	1	0		1	0	1		0	0	0
Configuration			T	R		L	T			L		R				
Volume (veh/h)			354	130		31	227			76		19				
Percent Heavy Vehicles (%)						0				0		0				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized	No								No							
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1					7.1		6.2			
Critical Headway (sec)						4.10					6.40		6.20			
Base Follow-Up Headway (sec)						2.2					3.5		3.3			
Follow-Up Headway (sec)						2.20					3.50		3.30			

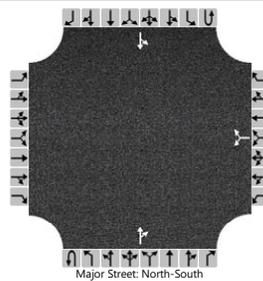
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						34					84		21			
Capacity, c (veh/h)						1041					387		660			
v/c Ratio						0.03					0.22		0.03			
95% Queue Length, Q ₉₅ (veh)						0.1					0.8		0.1			
Control Delay (s/veh)						8.6					16.9		10.6			
Level of Service (LOS)						A					C		B			
Approach Delay (s/veh)					1.0				15.6							
Approach LOS									C							

HCS7 Two-Way Stop-Control Report

General Information				Site Information			
Analyst	FTG			Intersection	Greens Mill/Ragen		
Agency/Co.	FTG			Jurisdiction	Spring Hill/Maury Co, TN		
Date Performed	Dec 2022			East/West Street	Ragen Rd / Project Access		
Analysis Year	2032			North/South Street	Greens Mill Road		
Time Analyzed	AM Peak Hour			Peak Hour Factor	0.90		
Intersection Orientation	North-South			Analysis Time Period (hrs)	0.25		
Project Description	11188 (Total 1)						

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						9		38			241	3		14	63	
Percent Heavy Vehicles (%)						0		0						0		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized																
Median Type Storage						Undivided										

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2							4.1	
Critical Headway (sec)						6.40		6.20							4.10	
Base Follow-Up Headway (sec)						3.5		3.3							2.2	
Follow-Up Headway (sec)						3.50		3.30							2.20	

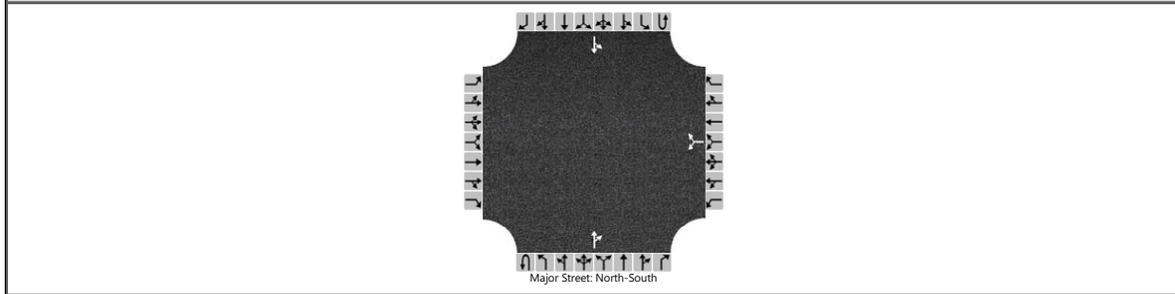
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						52									16	
Capacity, c (veh/h)						741									1304	
v/c Ratio						0.07									0.01	
95% Queue Length, Q ₉₅ (veh)						0.2									0.0	
Control Delay (s/veh)						10.2									7.8	
Level of Service (LOS)						B									A	
Approach Delay (s/veh)						10.2						1.5				
Approach LOS						B										

HCS7 Two-Way Stop-Control Report

General Information				Site Information			
Analyst	FTG			Intersection	Greens Mill/Ragen		
Agency/Co.	FTG			Jurisdiction	Spring Hill/Maury Co, TN		
Date Performed	Dec 2022			East/West Street	Ragen Rd / Project Access		
Analysis Year	2032			North/South Street	Greens Mill Road		
Time Analyzed	PM Peak Hour			Peak Hour Factor	0.90		
Intersection Orientation	North-South			Analysis Time Period (hrs)	0.25		
Project Description	11188 (Total 1)						

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						6		26			156	11		44	281	
Percent Heavy Vehicles (%)						0		0						0		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized																
Median Type Storage						Undivided										

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2							4.1	
Critical Headway (sec)						6.40		6.20							4.10	
Base Follow-Up Headway (sec)						3.5		3.3							2.2	
Follow-Up Headway (sec)						3.50		3.30							2.20	

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						36									49	
Capacity, c (veh/h)						742									1401	
v/c Ratio						0.05									0.03	
95% Queue Length, Q ₉₅ (veh)						0.2									0.1	
Control Delay (s/veh)						10.1									7.7	
Level of Service (LOS)						B									A	
Approach Delay (s/veh)						10.1								1.3		
Approach LOS						B								A		

HCS7 Two-Lane Highway Report					
Project Information					
Analyst	FTG	Date	Dec 2022		
Agency	FTG	Analysis Year	2032		
Jurisdiction	Maury County, TN	Time Period Analyzed	AM Peak Hour		
Project Description	11188 (Total 1)	Unit	United States Customary		
Segment 1					
Vehicle Inputs					
Segment Type	Passing Constrained	Length, ft	5280		
Lane Width, ft	10	Shoulder Width, ft	0		
Speed Limit, mi/h	45	Access Point Density, pts/mi	1.0		
Demand and Capacity					
Directional Demand Flow Rate, veh/h	310	Opposing Demand Flow Rate, veh/h	-		
Peak Hour Factor	0.90	Total Trucks, %	0.00		
Segment Capacity, veh/h	1700	Demand/Capacity (D/C)	0.18		
Intermediate Results					
Segment Vertical Class	1	Free-Flow Speed, mi/h	45.7		
Speed Slope Coefficient	3.03440	Speed Power Coefficient	0.41674		
PF Slope Coefficient	-1.38624	PF Power Coefficient	0.71837		
In Passing Lane Effective Length?	No	Total Segment Density, veh/mi/ln	3.2		
%Improved % Followers	0.0	% Improved Avg Speed	0.0		
Subsegment Data					
#	Segment Type	Length, ft	Radius, ft	Superelevation, %	Average Speed, mi/h
1	Tangent	5280	-	-	44.1
Vehicle Results					
Average Speed, mi/h	44.1	Percent Followers, %	45.0		
Segment Travel Time, minutes	1.36	Follower Density, followers/mi/ln	3.2		
Vehicle LOS	B				
Bicycle Results					
Percent Occupied Parking	0	Pavement Condition Rating	4		
Flow Rate Outside Lane, veh/h	310	Bicycle Effective Width, ft	10		
Bicycle LOS Score	4.49	Bicycle Effective Speed Factor	4.42		
Bicycle LOS	D				
Facility Results					
T	Follower Density, followers/mi/ln		LOS		
1	3.2		B		

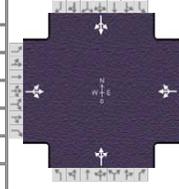
HCS7 Two-Lane Highway Report					
Project Information					
Analyst	FTG	Date	Dec 2022		
Agency	FTG	Analysis Year	2032		
Jurisdiction	Maury County, TN	Time Period Analyzed	PM Peak Hour		
Project Description	11188 (Total 1)	Unit	United States Customary		
Segment 1					
Vehicle Inputs					
Segment Type	Passing Constrained	Length, ft	5280		
Lane Width, ft	10	Shoulder Width, ft	0		
Speed Limit, mi/h	45	Access Point Density, pts/mi	1.0		
Demand and Capacity					
Directional Demand Flow Rate, veh/h	406	Opposing Demand Flow Rate, veh/h	-		
Peak Hour Factor	0.80	Total Trucks, %	0.00		
Segment Capacity, veh/h	1700	Demand/Capacity (D/C)	0.24		
Intermediate Results					
Segment Vertical Class	1	Free-Flow Speed, mi/h	45.7		
Speed Slope Coefficient	3.03440	Speed Power Coefficient	0.41674		
PF Slope Coefficient	-1.38624	PF Power Coefficient	0.71837		
In Passing Lane Effective Length?	No	Total Segment Density, veh/mi/ln	4.8		
%Improved % Followers	0.0	% Improved Avg Speed	0.0		
Subsegment Data					
#	Segment Type	Length, ft	Radius, ft	Superelevation, %	Average Speed, mi/h
1	Tangent	5280	-	-	43.8
Vehicle Results					
Average Speed, mi/h	43.8	Percent Followers, %	51.6		
Segment Travel Time, minutes	1.37	Follower Density, followers/mi/ln	4.8		
Vehicle LOS	B				
Bicycle Results					
Percent Occupied Parking	0	Pavement Condition Rating	4		
Flow Rate Outside Lane, veh/h	406	Bicycle Effective Width, ft	10		
Bicycle LOS Score	4.63	Bicycle Effective Speed Factor	4.42		
Bicycle LOS	E				
Facility Results					
T	Follower Density, followers/mi/ln		LOS		
1	4.8		B		

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

**TOTAL PROJECTED CONDITIONS
(WITH ONE ACCESS)**

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	FTG			Duration, h	0.250		
Analyst	FTG	Analysis Date	Dec 9, 2022	Area Type	Other		
Jurisdiction	Spring Hill, TN	Time Period	AM Peak Hour	PHF	0.88		
Urban Street	Kedron Road	Analysis Year	2032	Analysis Period	1> 7:00		
Intersection	Kedron Rd and Port Roy...	File Name	1_fu2am.xus				
Project Description	11188 (Total 2)						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	148	64	40	17	209	98	105	273	43	43	69	82

Signal Information				Signal Timing (s)									
Cycle, s	50.0	Reference Phase	2	Green	21.5	16.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Offset, s	0	Reference Point	End	Yellow	4.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	No	Simult. Gap E/W	On	Red	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On										

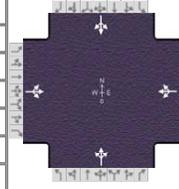
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6		2		4		8
Case Number		8.0		8.0		8.0		8.0
Phase Duration, s		27.5		27.5		22.5		22.5
Change Period, ($Y+R_c$), s		6.0		6.0		6.0		6.0
Max Allow Headway (MAH), s		0.0		0.0		3.2		3.2
Queue Clearance Time (g_s), s						15.1		6.8
Green Extension Time (g_e), s		0.0		0.0		1.4		1.4
Phase Call Probability						1.00		1.00
Max Out Probability						0.01		0.00

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	286			368			478			220		
Adjusted Saturation Flow Rate (s), veh/h/ln	1307			1785			1691			1645		
Queue Service Time (g_s), s	0.1			0.0			8.3			0.0		
Cycle Queue Clearance Time (g_c), s	7.4			7.3			13.1			4.8		
Green Ratio (g/C)	0.43			0.43			0.33			0.33		
Capacity (c), veh/h	677			844			647			630		
Volume-to-Capacity Ratio (X)	0.423			0.436			0.739			0.350		
Back of Queue (Q), ft/ln (95 th percentile)	89.4			112.6			183.3			68.8		
Back of Queue (Q), veh/ln (95 th percentile)	3.6			4.5			7.3			2.8		
Queue Storage Ratio (RQ) (95 th percentile)	0.00			0.00			0.00			0.00		
Uniform Delay (d_1), s/veh	10.0			10.2			15.5			12.8		
Incremental Delay (d_2), s/veh	1.9			1.6			0.6			0.1		
Initial Queue Delay (d_3), s/veh	0.0			0.0			0.0			0.0		
Control Delay (d), s/veh	12.0			11.8			16.1			13.0		
Level of Service (LOS)	B			B			B			B		
Approach Delay, s/veh / LOS	12.0	B		11.8	B		16.1	B		13.0	B	
Intersection Delay, s/veh / LOS	13.6						B					

Multimodal Results	EB	WB	NB	SB
Pedestrian LOS Score / LOS	1.66	B	1.67	B
Bicycle LOS Score / LOS	0.96	A	1.28	A

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	FTG			Duration, h	0.250		
Analyst	FTG	Analysis Date	Dec 9, 2022	Area Type	Other		
Jurisdiction	Spring Hill, TN	Time Period	PM Peak Hour	PHF	0.91		
Urban Street	Kedron Road	Analysis Year	2032	Analysis Period	1> 7:00		
Intersection	Kedron Rd and Port Roy...	File Name	1_fu2pm.xus				
Project Description	11188 (Total 2)						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	91	237	135	49	137	73	75	174	28	108	302	155

Signal Information				Signal Timing (s)									
Cycle, s	50.0	Reference Phase	2	Green	17.6	20.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Offset, s	0	Reference Point	End	Yellow	4.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	No	Simult. Gap E/W	On	Red	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On										

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6		2		4		8
Case Number		8.0		8.0		8.0		8.0
Phase Duration, s		23.6		23.6		26.4		26.4
Change Period, ($Y+R_c$), s		6.0		6.0		6.0		6.0
Max Allow Headway (MAH), s		0.0		0.0		3.2		3.2
Queue Clearance Time (g_s), s						8.1		19.4
Green Extension Time (g_e), s		0.0		0.0		2.0		1.0
Phase Call Probability						1.00		1.00
Max Out Probability						0.02		0.88

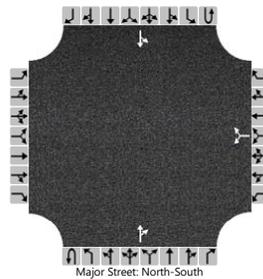
Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	509			285			304			621		
Adjusted Saturation Flow Rate (s), veh/h/ln	1669			1677			1469			1673		
Queue Service Time (g_s), s	8.0			0.0			0.0			11.2		
Cycle Queue Clearance Time (g_c), s	14.0			6.0			6.1			17.4		
Green Ratio (g/C)	0.35			0.35			0.41			0.41		
Capacity (c), veh/h	675			677			690			767		
Volume-to-Capacity Ratio (X)	0.754			0.420			0.441			0.809		
Back of Queue (Q), ft/ln (95 th percentile)	234.3			102.3			81.7			243.1		
Back of Queue (Q), veh/ln (95 th percentile)	9.4			4.1			3.3			9.7		
Queue Storage Ratio (RQ) (95 th percentile)	0.00			0.00			0.00			0.00		
Uniform Delay (d_1), s/veh	14.9			12.4			10.5			13.7		
Incremental Delay (d_2), s/veh	7.7			1.9			0.2			4.7		
Initial Queue Delay (d_3), s/veh	0.0			0.0			0.0			0.0		
Control Delay (d), s/veh	22.5			14.3			10.7			18.5		
Level of Service (LOS)	C			B			B			B		
Approach Delay, s/veh / LOS	22.5	C		14.3	B		10.7	B		18.5	B	
Intersection Delay, s/veh / LOS	17.6						B					

Multimodal Results	EB	WB	NB	SB
Pedestrian LOS Score / LOS	1.67	B	1.66	B
Bicycle LOS Score / LOS	1.33	A	0.99	A

HCS7 Two-Way Stop-Control Report

General Information				Site Information			
Analyst	FTG			Intersection	Greens Mill/Ragen		
Agency/Co.	FTG			Jurisdiction	Spring Hill/Maury Co, TN		
Date Performed	Dec 2022			East/West Street	Ragen Rd / Project Access		
Analysis Year	2032			North/South Street	Greens Mill Road		
Time Analyzed	AM Peak Hour			Peak Hour Factor	0.90		
Intersection Orientation	North-South			Analysis Time Period (hrs)	0.25		
Project Description	11188 (Total 2)						

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						9		180			241	3		63	63	
Percent Heavy Vehicles (%)						0		0						0		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized																
Median Type Storage						Undivided										

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2							4.1	
Critical Headway (sec)						6.40		6.20							4.10	
Base Follow-Up Headway (sec)						3.5		3.3							2.2	
Follow-Up Headway (sec)						3.50		3.30							2.20	

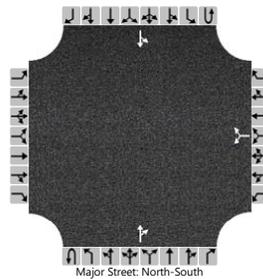
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						210									70	
Capacity, c (veh/h)						756									1304	
v/c Ratio						0.28									0.05	
95% Queue Length, Q ₉₅ (veh)						1.1									0.2	
Control Delay (s/veh)						11.6									7.9	
Level of Service (LOS)						B									A	
Approach Delay (s/veh)						11.6						4.2				
Approach LOS						B										

HCS7 Two-Way Stop-Control Report

General Information				Site Information			
Analyst	FTG			Intersection	Greens Mill/Ragen		
Agency/Co.	FTG			Jurisdiction	Spring Hill/Maury Co, TN		
Date Performed	Dec 2022			East/West Street	Ragen Rd / Project Access		
Analysis Year	2032			North/South Street	Greens Mill Road		
Time Analyzed	PM Peak Hour			Peak Hour Factor	0.90		
Intersection Orientation	North-South			Analysis Time Period (hrs)	0.25		
Project Description	11188 (Total 2)						

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						6		121			156	11		205	281	
Percent Heavy Vehicles (%)						0		0						0		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized																
Median Type Storage						Undivided										

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2							4.1	
Critical Headway (sec)						6.40		6.20							4.10	
Base Follow-Up Headway (sec)						3.5		3.3							2.2	
Follow-Up Headway (sec)						3.50		3.30							2.20	

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						141									228	
Capacity, c (veh/h)						770									1401	
v/c Ratio						0.18									0.16	
95% Queue Length, Q ₉₅ (veh)						0.7									0.6	
Control Delay (s/veh)						10.7									8.1	
Level of Service (LOS)						B									A	
Approach Delay (s/veh)						10.7								4.3		
Approach LOS						B								A		

HCS7 Two-Lane Highway Report					
Project Information					
Analyst	FTG	Date	Dec 2022		
Agency	FTG	Analysis Year	2032		
Jurisdiction	Maury County, TN	Time Period Analyzed	AM Peak Hour		
Project Description	11188 (Total 2)	Unit	United States Customary		
Segment 1					
Vehicle Inputs					
Segment Type	Passing Constrained	Length, ft	5280		
Lane Width, ft	10	Shoulder Width, ft	0		
Speed Limit, mi/h	45	Access Point Density, pts/mi	1.0		
Demand and Capacity					
Directional Demand Flow Rate, veh/h	468	Opposing Demand Flow Rate, veh/h	-		
Peak Hour Factor	0.90	Total Trucks, %	0.00		
Segment Capacity, veh/h	1700	Demand/Capacity (D/C)	0.28		
Intermediate Results					
Segment Vertical Class	1	Free-Flow Speed, mi/h	45.7		
Speed Slope Coefficient	3.03440	Speed Power Coefficient	0.41674		
PF Slope Coefficient	-1.38624	PF Power Coefficient	0.71837		
In Passing Lane Effective Length?	No	Total Segment Density, veh/mi/ln	5.9		
%Improved % Followers	0.0	% Improved Avg Speed	0.0		
Subsegment Data					
#	Segment Type	Length, ft	Radius, ft	Superelevation, %	Average Speed, mi/h
1	Tangent	5280	-	-	43.6
Vehicle Results					
Average Speed, mi/h	43.6	Percent Followers, %	55.2		
Segment Travel Time, minutes	1.37	Follower Density, followers/mi/ln	5.9		
Vehicle LOS	C				
Bicycle Results					
Percent Occupied Parking	0	Pavement Condition Rating	4		
Flow Rate Outside Lane, veh/h	468	Bicycle Effective Width, ft	10		
Bicycle LOS Score	4.70	Bicycle Effective Speed Factor	4.42		
Bicycle LOS	E				
Facility Results					
T	Follower Density, followers/mi/ln		LOS		
1	5.9		C		

HCS7 Two-Lane Highway Report					
Project Information					
Analyst	FTG	Date	Dec 2022		
Agency	FTG	Analysis Year	2032		
Jurisdiction	Maury County, TN	Time Period Analyzed	PM Peak Hour		
Project Description	11188 (Total 2)	Unit	United States Customary		
Segment 1					
Vehicle Inputs					
Segment Type	Passing Constrained	Length, ft	5280		
Lane Width, ft	10	Shoulder Width, ft	0		
Speed Limit, mi/h	45	Access Point Density, pts/mi	1.0		
Demand and Capacity					
Directional Demand Flow Rate, veh/h	608	Opposing Demand Flow Rate, veh/h	-		
Peak Hour Factor	0.80	Total Trucks, %	0.00		
Segment Capacity, veh/h	1700	Demand/Capacity (D/C)	0.36		
Intermediate Results					
Segment Vertical Class	1	Free-Flow Speed, mi/h	45.7		
Speed Slope Coefficient	3.03440	Speed Power Coefficient	0.41674		
PF Slope Coefficient	-1.38624	PF Power Coefficient	0.71837		
In Passing Lane Effective Length?	No	Total Segment Density, veh/mi/ln	8.7		
%Improved % Followers	0.0	% Improved Avg Speed	0.0		
Subsegment Data					
#	Segment Type	Length, ft	Radius, ft	Superelevation, %	Average Speed, mi/h
1	Tangent	5280	-	-	43.4
Vehicle Results					
Average Speed, mi/h	43.4	Percent Followers, %	62.1		
Segment Travel Time, minutes	1.38	Follower Density, followers/mi/ln	8.7		
Vehicle LOS	C				
Bicycle Results					
Percent Occupied Parking	0	Pavement Condition Rating	4		
Flow Rate Outside Lane, veh/h	608	Bicycle Effective Width, ft	10		
Bicycle LOS Score	4.84	Bicycle Effective Speed Factor	4.42		
Bicycle LOS	E				
Facility Results					
T	Follower Density, followers/mi/ln		LOS		
1	8.7		C		

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

**APPENDIX C
TRIP GENERATION**

Kedron Corner, Mitchum Property, Kedron Road and Ragen Road, Spring Hill, TN December 2022

TRIP GENERATION CALCULATIONS - Single-family Detached

The following calculations are based on the data compiled for ITE Land Use Code 210.

Average Daily Traffic

T = 9.43 (X)

T = 9.43 (365)

T = 3,442 vehicles

Enter = 0.50 (3,442) = 1,721 vehicles

Exit = 0.50 (3,442) = 1,721 vehicles

AM traffic during peak hour of adjacent street

T = 0.70 (X)

T = 0.70 (365)

T = 255 vehicles

Enter = 0.26 (255) = 66 vehicles

Exit = 0.74 (255) = 189 vehicles

PM traffic during peak hour of adjacent street

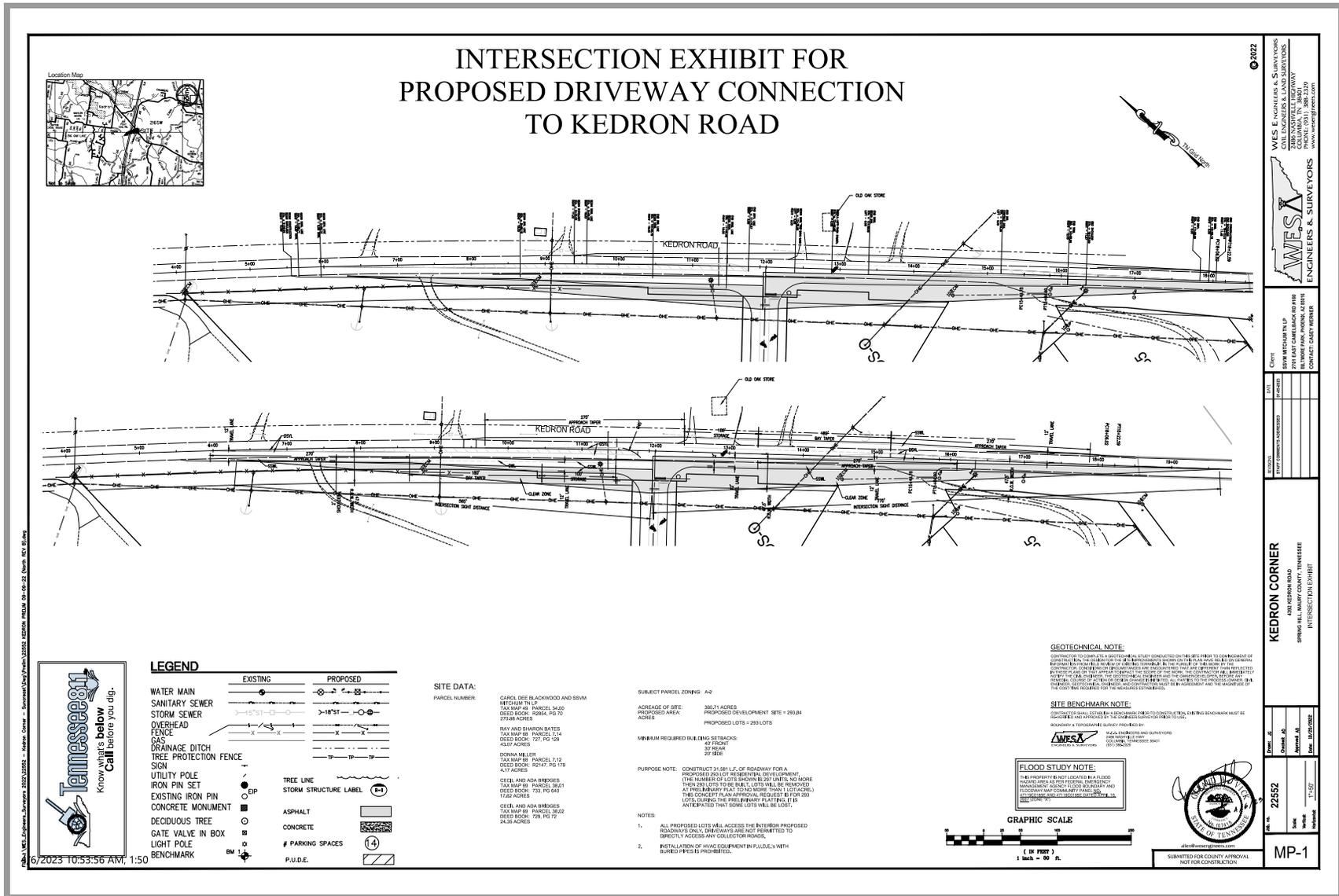
T = 0.94 (X)

T = 0.94 (365)

T = 343 vehicles

Enter = 0.63 (343) = 216 vehicles

Exit = 0.37 (343) = 127 vehicles



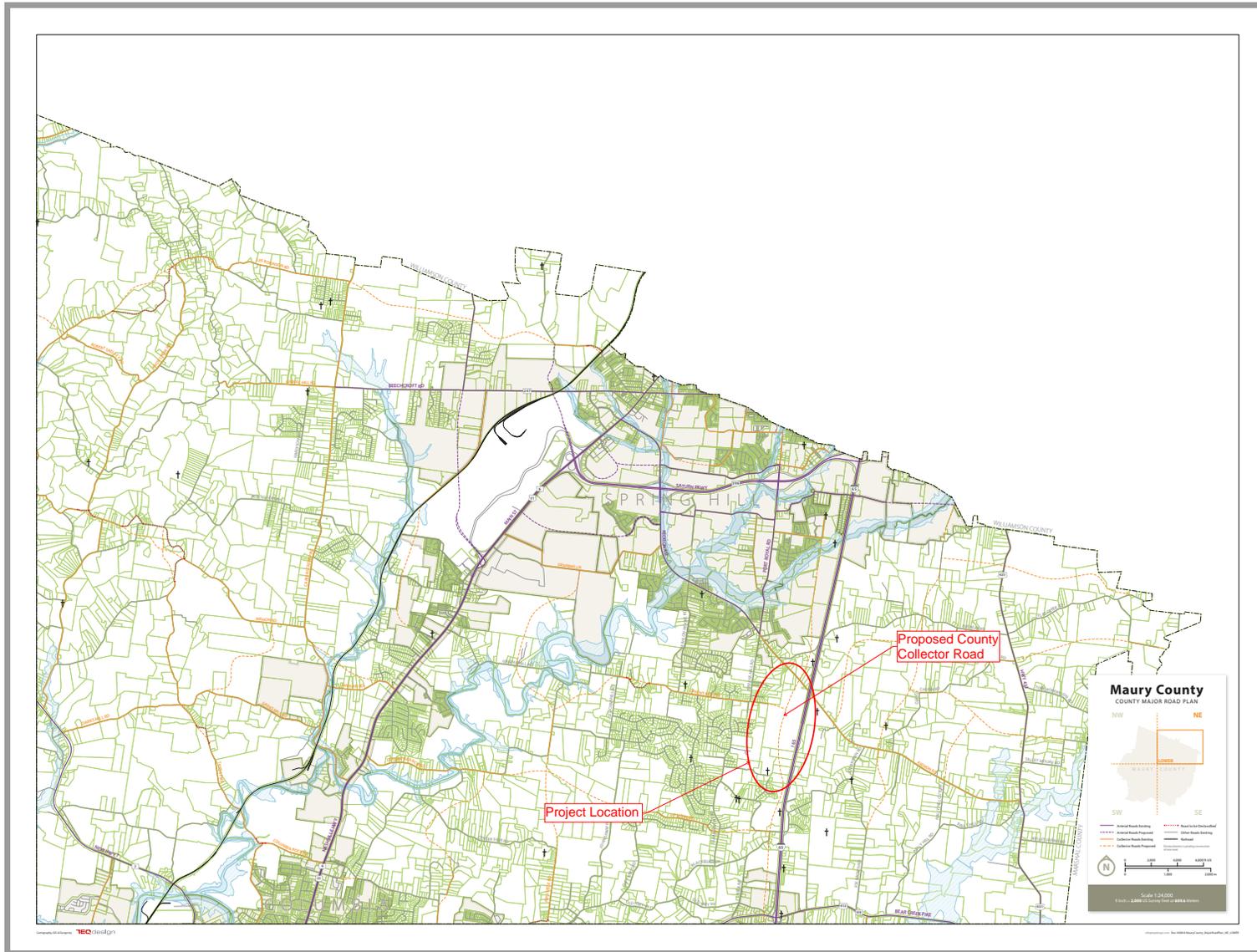
GRAPHIC SCALE

1" = 50'

WFS&S ENGINEERS & SURVEYORS

22552

MP-1



MAURY COUNTY REGIONAL PLANNING COMMISSION
TOM PRIMM COUNTY COMMISSION ROOM - First Floor - Building #6
Monday January 23, 2023 at 5:30 p.m.

MINUTES – REGULAR MEETING

I. Call to Order

With a quorum present, Chairman Harold Delk, called the meeting to order.
The following members were in attendance: Harold Delk, Mark Cook, Randall Webster, Gwynne Evans, Peder Jensen, David Horwath, Meredith Hyjek, and Matt Poag.
Absent: Mike Diaz

Staff Present: Robert Caldiraro, Director of Building & Zoning
Deborah J. Boehms, Zoning Coordinator
Mike Delvizi, Consulting Engineer
Kristi Ransom, Attorney for Building & Zoning
Nathan Couch, Consulting Engineer

II. Approval of the Agenda

A motion was made by Mark Cook to approve the agenda. The motion was seconded by Meredith Hyjek. The motion carried unanimously.

III. Approval of Minutes

A motion was made by Matt Poag to approve the Minutes. The motion was seconded by Peder Jensen. The motion carried unanimously.

IV. Election of Officers

A motion was made by Peder Jensen to nominate Harold Delk as Chairman. With there being no other nominations, Randall Webster made a motion that the nomination cease. The motion carried unanimously.

A motion was made by Peder Jensen to nominate Randall Webster as Vice-Chairman. The motion was seconded by Matt Poag. Mark Cook made a motion that the nomination cease. The motion carried unanimously.

A motion was made by Mark Cook to nominate Mike Diaz as Secretary. The motion was seconded by Matt Poag. A motion was made by Peder Jensen that the nomination cease and Mike Diaz by elected by acclamation.

A motion was made by Matt Poag to nominate Peder Jensen as Vice-Secretary.

A motion was made by Peder Jensen to nominate Meredith Hyjek.

A motion was made by Randall Webster that the nomination cease. The motion was seconded by Mark Cook. The Chairman ask all those in favor of Peder Jensen as Vice-Secretary say aye. No one cast a vote for Peder Jensen.

The Chairman then ask all those in favor of Meredith Hyjek for Vice-Secretary say aye. Meredith Hyjek was elected as Vice-Secretary by a unanimous vote.

Rezoning Requests: NONE**Old Business:****V. Concept Plan: Kedron Corner Subdivision Kedron Rd. - Bates Ln. area (360-lots)**

Applicant WES Engineers and Surveyors and the following property owners are requesting approval. The property owners and properties included are listed as follows:

- Carol Dee Blackwood and SSVN MITCHUM TN LP: 4392 Kedron Rd. Spring Hill, TN and is further identified as being on County Tax Map 049, Parcel 034.00; being approximately 267.9 acres.
- Marlin Ray and Sharon Ann Bates: 2233 Bates Ln Spring Hill, TN and is further identified as being on County Tax Map 068 and Parcel 007.14.; being approximately 43.09 acres.
- Cecil and Ada Bridges: 00 Bates Ln Spring Hill, TN and is further identified as being on County Tax Map 069 and Parcels 038.01 & 038.02; being approximately 17 & 23.5 acres respectively.
- Donna Joan Miller: 2327 Pumpkin Creek, Spring Hill, TN and is further identified as being on County Tax Map 068 and Parcel 007.12; being approximately 4.17 acres.

Allen O'Leary with W.E.S. Engineering was present to answer questions.

David Buschmann with Insight Properties LLC was also present to answer questions.

A motion was made by Peder Jensen to approve with conditions. The motion was seconded by Mark Cook. On a roll call vote the motion passed with 6-Ayes and 2-Nays. Meredith Hyjek and Randall Webster voted nay. The approval conditions are listed as follows:

- (1) The following is to be provided from the City of Spring Hill regarding Kedron Rd.
 - (a) The developer agreed to construct turn lanes and improvements on Kedron Road based upon the yet to be defined requirements of the City of Spring Hill.
 - (b) The improvements to be required by the City of Spring Hill on Kedron Road shall be provided to the MCRPC in writing.
 - (c) The written documentation from the City of Spring Hill shall be submitted as part of the Preliminary Plat application or sooner.
- (2) The alignment of the Collector Road shall be reevaluated by the MCRPC at the Preliminary Plat phase. The MCRPC's reevaluation will include, but not be limited to, the alignment at Kedron Road to miss the future extension being through the existing market and the entire alignment at the south end of the project.
- (3) The area of the lots must exclude the flood plain and the stream buffer. A flood study will be conducted and submitted with the Preliminary Plat application.
- (4) Access to all the detention ponds shall be via Open Space; not via easements on lots. Lots 94 & 95 shall comply.

- (5) The following are required for this development: shall comply with the Maury County Water System requirements for providing domestic and fire flows service & improvements for water service in accordance with the.
- (a) Provide domestic water service
 - (b) Provide fire flows
 - (c) Provide an updated Maury County Water System Water Availability and Fire Flow letter to include and updated from their engineers Heathcoat & Davis, Inc.
- (6) Development Thresholds shall be as follows:
- (a) The improvements to Ragen Road and Greens Mill Road shall be completed by whichever of the following occurs first:
 - i. Shall be completed by before the Final Plat that includes the 91st lot may be submitted -- OR
 - ii. Shall be completed by before the Construction Plans for Phase 3 may be submitted.
 - (b) The Collector Road within Phase 1 shall be constructed and connected to Kedron Road within and as part of Phase 1 construction.
 - (c) The emergency vehicle gates for the emergency services vehicle connector driveway to Pumpkin Creek Road shall be constructed within and as part of Phase 1 construction.
- (7) As part of emergency services vehicle connector driveway to Pumpkin Creek Road, an emergency services vehicle access gate shall be provided. The access gate shall be provided with equipment and devices to allow emergency services vehicle access that meet the requirements and specifications approved by the emergency services entities.
- (8) The Alley Roadway Section and Alley Locations
- (a) Provide turning movement modeling with the Preliminary Plat submittal.
 - (b) The modeling shall include the garbage vehicles. Provide the dimensions of the garbage trucks to be modeled.
 - (c) The modeling shall include the emergency services vehicles. Provide the dimensions of the emergency services vehicles to be modeled.
 - (d) The alley details will also be required to show a plan view to define the width of the pavement & ROW at the ingress/egress point of the alley. A wider pavement & ROW may be required to accommodate the vehicle turning movement modeling.
- (9) Regarding the cell tower, address the following (Refer to ZR Article 4.150):
- (a) Landscaping and vegetative buffers must be installed to reduce visibility from the road and surrounding property in accordance with ZR Article 4.150
 - (b) Provide landscaping details with the Preliminary Plat submittal
- (10) The developer is required to maintaining coordination with MCHD throughout the project regarding the improvements and items required by the MCHD.

New Business

VI. B&B Concrete: Final Site Plan 1102 New Hwy 7

Applicant Doss Brother, Inc. & property owner B&B Concrete Products are requesting approval. The property is located at 1102 New Hwy 7 Columbia, TN and is further identified as being on County Tax Map 076 Parcel 048.00.

A representative with T-Square Engineering was present to answer questions. Also, a representative with Doss Brothers Inc. was present to answer questions.

A motion was made by Peder Jensen to approve with conditions. The motion was seconded by. The motion carried unanimously. The approval conditions are listed as follows:

- (1) The driveway from its connection to New Highway 7 shall be a minimum of 100-ft in length by 24-ft in width with Heavy Duty pavement. Coordinate connection to New Highway 7 with TDOT.
- (2) Gravel is approved for use in the parking lot area.
- (3) TDOT approval is required before a Building Permit may be issued.
- (4) Landscaping screening along New Highway 7 is required to screen the operations from the roadway.

VII. Preliminary Plat: Baker Farms Subd. Carlton D. Baker (173-lots)

Applicant Anderson, Delk, Epps & Associates and property owner Carlton D. Baker are requesting approval. The property is located at 1603 Carters Creek Pike Columbia, TN and is further identified as being on County Tax Map 023 Parcel 007.01 and part of Parcel 006.00.

Joe Epps, Engineer with Anderson, Delk, Epps & Associates Inc. was present to answer any questions.

A motion was made by Peder Jensen to approve with conditions. The motion was seconded by Randall Webster. The motion carried with 7-Ayes and 1-Nay by Meredith Hyjek. The approval conditions are listed as follows:

- (1) The following items shall be addressed during the Construction Plans phase of the project:
 - (a) A formal Hydrologic Determination (HD) for watercourses shall be submitted and approved by TDEC.
 - (b) The Preliminary Plat layout assumes the possible Wet Weather Conveyances (WWC) depicted in the report will actually be approved as WWC by TDEC. If TDEC does not approve them as WWC, then the Preliminary Plat will need to be revised based on a submittal to and approval by the MCRPC. It is anticipated the lot total would be decreased.

- (c) The Preliminary Plat depicts 20-ft buffers, which is the minimum required by the Zoning Resolution, but is subject to be increased based on TDEC's permit approvals.
- (d) Should TDEC require an increase from a 20-foot to a 30-foot buffer the lot total may need to be decreased. If so, then the Preliminary Plat will need to be revised based on a submittal to and approval by the MCRPC.
- (2) The proposed minimum lowest floor elevations that are based on the flood study will also be evaluated during the Construction Plan design.
- (3) Permanent concrete monuments with elevations that are tied to the Flood Study datum will be shown on the Construction Plans and will be required to be installed prior to the Final Plat submittal.
- (4) Development Thresholds: The turn lanes on Carter's Creek Pike (State Route 246) shall be substantially completed in Phase 1 before the Final Plat for Phase 1 may be submitted to the MCRPC.
- (5) The project shall meet the requirements of the Maury County Highway Dept. (MCHD) letter dated 1/4/23.
- (6) Landscaping and screening shall be provided at the wastewater treatment facilities to screen the area in the vicinity of Lots 4-6. These shall be submitted with the Construction Plans.

VIII. Preliminary Plat: Silver Springs Subd. Ph.3 MI Homes of Nashville, LLC (54-lots)

Applicant and property owner MI Homes of Nashville, LLC is requesting approval. The property is located at 3044 Butler Road Columbia, TN and is further identified as being on County Tax Map 041 Parcel 012.00.

Chris Hawk, developer with MI Homes was present to answer any questions.

A motion was made by Matt Poag to approve with conditions. The motion was seconded by Randall Webster. The motion passed with 6-Ayes and 2-Nays. Those voting nay were Meredith Hyjek and Gwynne Evans.

The approval conditions are listed as follows:

- (1) Add the following note to the cover page in a bold box that references the date of the TVA Letter of No Objection dated August 18, 2020.

TVA Impact Review
TVA's Impact Review is provided in their Letter of No Objection
dated August 18, 2020 as addressed to Justin Cutler

- (2) Access to all detention areas shall be via Open Space. Access to detention areas shall NOT be through easements within lot areas.
- (3) Regarding the FEMA Floodplain and Stream Buffer.

- (a) The lot lines for Lots 46, 47, 48 & 49 shall be located outside of the 30-ft Stream Buffer. Revise lot configuration accordingly.
- (b) The lot lines for Lots 46, 47, 48 & 49 shall be located outside of the contour lines that correspond to the FEMA the 100-year flood elevations as defined in the table "Lots Adjacent to Floodplain". The 100-year floodplain must be within Open Space and not located within the lot area. Revise lot configuration accordingly.

LOTS ADJACENT TO FLOODPLAIN			
LOT NO.	100-YR WSE ADJACENT TO LOT	MIN. REQ'D GROUND LEV. (WSE + 1')	LOWEST FLOOR ELEV. (WSE + 3')
46	630.1'	631.1'	633.1'
47	630.1'	631.1'	633.1'
48	630.3'	631.3'	633.3'
49	630.5'	631.5'	633.5'

- (c) The minimum lowest floor elevations and minimum lot pad elevations will be re-evaluated again by staff at the Construction Plan design phase. Setback locations may be revised based on staff's evaluation and subsequently depicted on the Final Plat.
 - (d) Add several benchmarks at the Construction Plan design phase that are tied to the Flood Study datum to facilitate construction. Permanent concrete monuments with elevations will be required prior to the Final Plat submittal.
- (4) Per Zoning Resolution Article 4.302 - Setbacks for Stormwater and Water Bodies & Features
 - (5) Add to the Karst Note the following:
A 20-ft setback around the karst feature, the perimeter of the karst feature will be as defined by the geotechnical engineer report, will need to be defined on the Final Plat.
 - (6) Submit updates to the HOA Documents, for review by Kristi Ransom, Attorney for the Building & Zoning Office and address all comments to her satisfaction. These shall be submitted with or before submittal of Construction Plans
 - (7) Extend the roadway vertical curve profile into the north property in the vicinity of Lots 53-54 with the Construction Plan to facilitate evaluation of the Phase 3 roadway profiles and future road extension.
 - (8) Provide how the driveways and drive slopes shall be appropriately designed to avoid driveway access issues. Driveways shall meet standards.
 - (9) The developer is required to maintaining coordination with MCHD throughout the project regarding the improvements and items required by the MCHD. The project shall meet the requirements of the Maury County Highway Dept. (MCHD) letter signed 12/15/2022.

Regulatory Amendments

IX. Maury County's Unified Development Plan Project

Status, discussion and actions regarding Maury County's project to comprehensively update its Zoning Resolution and Subdivision Regulations to create modern and user-friendly documents.

Miscellaneous Business

X. Letters of Credit:

XI. Reports of officers, committees and staff:

XII. Public Comment:

XIII. Other Business:

XIV. Adjournment: A motion was made by Peder Jensen to adjourn the meeting at 8:20 p.m. The motion was seconded by Matt Poag. The motion carried unanimously.

Respectfully,



Mike Diaz
Secretary

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

[BOMA Memo Kedron Road Access.docx \(LINK\)](#)

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS • PLANNERS • PROGRAM MANAGERS • ENVIRONMENTAL SCIENTISTS

KEDRON CORNER – MITCHUM PROPERTY DEVELOPMENT ACCESS REVIEW

date:	April 27, 2023
to:	Peter Hughes
from:	The Corradino Group (Corradino)
subject:	Kedron Corner – Mitchum Property Development Access Review

This memorandum provides Corradino’s comments on the requested review of the Kedron Road access for the Kedron Corner – Mitchum Property.

TIS Information

Being the development is not within the jurisdictional boundaries of the City of Spring Hill, a Traffic Impact Study was not completed specifically for the City of Spring Hill, but the City’s TIS guidelines were identified as being utilized for development of the TIS. The development team did complete and provide a TIS as part of the access request package, but did not go through the required TIS review process of the City. Therefore, the TIS has not been subjected to a full review by Corradino. However, at the request of Pete Hughes, Development Director, Corradino provided a preliminary review of the TIS and prepared this Memorandum.

Project Access

The TIS was conducted with two access scenarios: (1) Two accesses – Kedron Road and Ragen Road; and (2) One access on Ragen Road.

Estimated Development Trip Generation

As a single-family detached residential development with 365 proposed units, the average daily trips are estimated to be 3,442 trips. The AM and PM peak periods are estimated to be 255 trips and 343 trips, respectively.

Trip Distribution

According to the TIS, the proposed trip distribution for the development consisted of the following:

- 45% of development traffic on Port Royal Road north of Kedron Road;
- 35% of development traffic on Kedron Road west of Port Royal Road;
- 5% of development traffic on Greens Mill Road west of Ragen Road; and
- 15% of development traffic on Kedron Road east of I-65.

Based on this distribution pattern, with the two access scenario, 95% of the development traffic will utilize the City of Spring Hill roadway network with 80% of the development traffic,

THE CORRADINO GROUP

will traverse the Kedron Road and Port Royal Road intersection. The one access scenario maintains the 95% utilizing the City of Spring Hill roadway network, however, it increases from 80% to 95% of the development traffic traversing the intersection of Kedron Road and Port Royal Road.

Traffic Comparison – 2032 Projected Traffic Without vs. With Development

The data provided in the following tables is based on the 2032 projected traffic volumes for the roadway network. The 2032 date is the date identified in the TIS as the built-out (2027) plus 5 years. For the 2032 No Build traffic projections, the TIS included a 3% ambient annual growth rate applied to the existing traffic counts.

**Kedron Road & Port Royal Road Intersection
(Total Intersection Volume)**

	<i>Two Access Scenario</i>		<i>One Access Scenario</i>	
	AM	PM	AM	PM
2032 No Build	948	1,238	948	1,238
2032 Build	1,153	1,514	1,191	1,564
% Increase	+21.6%	+22.3%	+25.6%	+26.3%

**Port Royal Road - North of Kedron Road
(Both Directions)**

	<i>Two Access Scenario</i>		<i>One Access Scenario</i>	
	AM	PM	AM	PM
2032 No Build	598	749	598	749
2032 Build	713	903	713	903
% Increase	+19.2%	+20.6%	+19.2%	+20.6%

**Kedron Road – Between Port Royal Road and Development Access
(Both Directions)**

	<i>Two Access Scenario</i>		<i>One Access Scenario</i>	
	AM	PM	AM	PM
2032 No Build	435	581	435	581
2032 Build	588	787	474	632
% Increase	+35.2%	+35.5%	+9.0%	+20.7%

As shown in the preceding tables, this development is contributing a substantial amount of traffic to the City of Spring Hill roadway network.

377 RIVERSIDE DRIVE, SUITE 410
FRANKLIN, TN 37064
TEL 615.372.6972
WWW.CORRADINO.COM

THE CORRADINO GROUP

Operational Analysis

As shown in the TIS, the intersection of Port Royal Road and Kedron Road operates at an acceptable level of service under all analysis scenarios. However, even with acceptable levels of service, some of the approaches showed increases in delay and 95th percentile queue. For example, the eastbound approach in the PM peak period increased from 13.7 s/veh of delay in the Background (No Build) condition to 23.6 s/veh of delay (two access scenario) and 22.5 s/veh of delay (one access scenario). Additionally, the eastbound 95th percentile queue increased from 145 feet in the Background (No Build) condition to 273 feet (two access scenario) and 235 feet (one access scenario).

This impact may not appear to be substantial, but with an intersection configuration such as the current configuration of Port Royal Road and Kedron Road with no left or right turn lanes and with a significant skew, and the additional traffic demand by this proposed development and other future development, the intersection will quickly move towards failure and the need for improvements.

Additionally, the Port Royal Road corridor has seen and will continue to see continued development and thus additional traffic demands. As the City moves forward with evaluations and studies for improvements of the Port Royal Road corridor, this proposed development would be a significant contributor to future traffic volumes on the corridor.

This memorandum was prepared by Gerald Bolden, PE, PTOE of The Corradino Group.

377 RIVERSIDE DRIVE, SUITE 410
FRANKLIN, TN 37064
TEL 615.372.6972
WWW.CORRADINO.COM



HT DEVELOPMENT | concept plan
 JANUARY 2023





April 24, 2023

Pete Hughes, C.F.M.
Planning Director
City of Spring Hill, Tennessee
5000 Northfield Lane
Spring Hill, Tennessee 37174

**Re: HT Development
Spring Hill, Tennessee**

Dear Mr. Hughes:

On behalf of the developers with HT Development, we would like to request the ability to appear before the Board of Mayor and Alderman in order to discuss our project located at 0 Beechcroft Road, specifically Parcel 06002401500.

As we've been working through the steps to annex the above referenced property with City Staff, it has come to our attention that there is a need for sewer improvements in this part of town. This was further confirmed with a study performed by Thomas & Hutton and sent to us on April 12, 2023. In short, while the current pump station is operating well below maximum capacity, the results of the study show that the existing infrastructure cannot support the existing full development potential of the city limits therefore making it difficult to introduce another +/-79 acres without some form of upgrades.

We would like to request the opportunity to meet before the BOMA to present our preliminary concept plan, describe the study results with Staff and present a solution that would allow the City to serve its existing residents within the city limits and our project.

We appreciate and look forward to the opportunity to work with you to bring this development to fruition. If there are any questions, please reach out.

Best Regards,

Catalyst Design Group

A handwritten signature in black ink, appearing to read "Jared A. Cunningham", is written over the printed name below.

Jared A. Cunningham, PLA, ASLA
Principal, Senior Project Manager, Landscape Architect

Enclosure(s)

NASHVILLE | MURFREESBORO | ORLANDO
5100 Tennessee Avenue, Nashville, TN 37209
615.622.7200 | www.catalyst-dg.com

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

[BOMA Memo HT Development.docx \(LINK\)](#)

**City of Spring Hill
Beechcroft and Cleburne Sewer Lift Stations**

Basin Flow Calculations - Excluding UGB

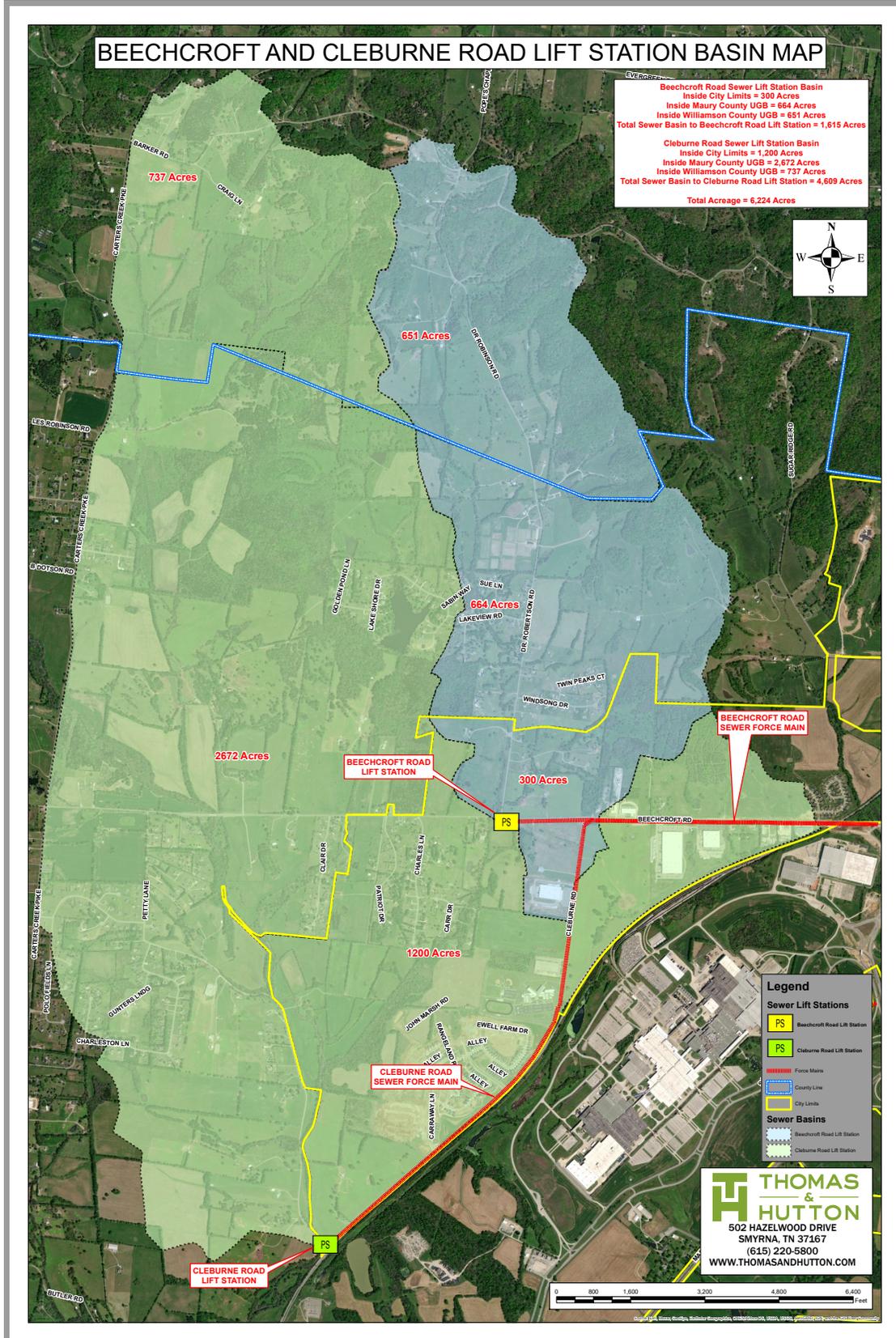
Beechcroft (Doc Robertson) Sewer Lift Station		
Developable Area within City Limits	300 acres	
Developable Area outside of City Limits	0 acres	
Flood Plain Area (15%)	0 acres	
Undevelopable, roads, open space (25%)	75 acres	
Total Developable Area	225 acres	
Homes per acres	3	
Person Per Home	3	
Flow per Capita	84 gpd	
Average Daily Flow	170,100 gpd	
Peaking Factor (PF)	2.5	
Peak Daily Flow	295 gpm	
Force Main Velocity Check		
8-inch force main area	0.35 sq. ft.	
Peak Daily Flow	0.66 cfs	
Velocity @ Peak Daily Flow	1.87 ft/s	OK

Cleburne Road (Petty Lane) Sewer Lift Station		
Developable Area within City Limits	1,200 acres	
Developable Area outside of City Limits	0 acres	
Flood Plain Area (15%)	180 acres	
Undevelopable, roads, open space (25%)	300 acres	
Total Developable Area	720 acres	
Homes per acres	3	
Person Per Home	3	
Flow per Capita	84 gpd	
Average Daily Flow	544,320 gpd	
Peaking Factor (PF)	2.5	
Peak Daily Flow	945 gpm	
Force Main Velocity Check		
10-inch force main area	0.54 sq. ft.	
Peak Daily Flow, incl. Beechcroft	2.11 cfs	
Velocity @ Peak Daily Flow	3.89 ft/s	OK

City of Spring Hill
Beechcroft and Cleburne Sewer Lift Stations
Basin Flow Calculations - Including UGB

Beechcroft (Doc Robertson) Sewer Lift Station		
Developable Area within City Limits	300 acres	
Developable Area outside of City Limits	664 acres	
Flood Plain Area (15%)	145 acres	
Undevelopable, roads, open space (25%)	241 acres	
Total Developable Area	578 acres	
Homes per acres	3	
Person Per Home	3	
Flow per Capita	84 gpd	
Average Daily Flow	437,270 gpd	
Peaking Factor (PF)	2.5	
Peak Daily Flow	759 gpm	
Force Main Velocity Check		
8-inch force main area	0.35 sq. ft.	
Peak Daily Flow	1.69 cfs	
Velocity @ Peak Daily Flow	4.80 ft/s	OK

Cleburne Road (Petty Lane) Sewer Lift Station		
Developable Area within City Limits	1,200 acres	
Developable Area outside of City Limits	2,672 acres	
Flood Plain Area (15%)	581 acres	
Undevelopable, roads, open space (25%)	968 acres	
Total Developable Area	2,323 acres	
Homes per acres	3	
Person Per Home	3	
Flow per Capita	84 gpd	
Average Daily Flow	1,756,339 gpd	
Peaking Factor (PF)	2.5	
Peak Daily Flow	3,049 gpm	
Force Main Velocity Check		
10-inch force main area	0.54 sq. ft.	
Peak Daily Flow, incl. Beechcroft	6.80 cfs	
Velocity @ Peak Daily Flow	12.56 ft/s	> 8 ft/s



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PUMP HYDRAULIC CALCULATIONS

Spring Hill - Beechcroft Sewer Lift Station

Beechcroft General

Flowrate, Design (GPM):	360.00
FM Size (inches):	8.00
FM Material:	PVC
FM Length (ft):	6644.00
Discharge Elevation (MSL):	753.50
FM High Point (MSL):	765.00
Grade Elevation @ PS (MSL):	680.00
Elev. Of Lowest Influent Line (MSL):	670.00
Bottom of Wet Well (MSL):	661.00
Centerline of Suction (MSL):	674.92
"All Pumps Off" Elevation (MSL):	663.50
"Lead Pump On" Elevation (MSL):	667.00
"Lag Pump On" Elevation (MSL):	668.50
"High Water Alarm" Elevation (MSL):	669.50

0.52 MGD

or, **50** **Wet Well Area(ft^2) = 8 Dia.**
 376 gals/ft
 1,316 gallons
 4.1 Motor Starts per hour (2x Pumps)
 14.6 Minimum Cycle Time, Minutes
Note: Assumes Constant Speed

Static Discharge (ft): 101.50

$V_{min} = (T_{min} * Q_{out}) / 4$

Low Level Alarm Elevation (MSL):

V_{min} @ T_{min} = 10 minutes
 V_{min} = 900

WW Depth 19.0

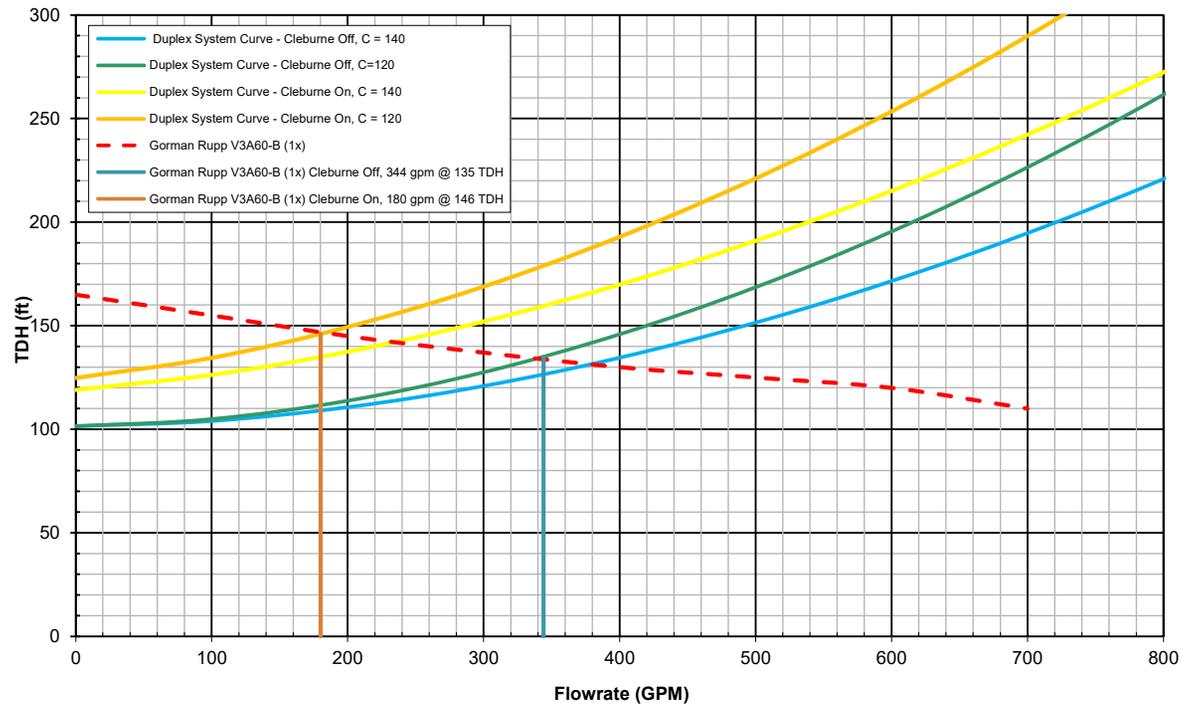
1,316 gallons > 900 gallons - OK

NPSH Calculations:

ATM Pressure Available @ Sea Level:			33.9
ATM Pressure Corrected to:	680.00	(MSL)	<u>0.8</u>
ATM Pressure Available @ Jobsite:			33.1
Net Deductions from ATM Pressure			
Total Dynamic Suction Loss (TDSL):		20.0	
Vapor Pressure:		1	
Safety Factor:		2	
Total Net Deductions from ATM Pressure:			<u>(23.0)</u>
NPSH Available @ Jobsite:			10.1
NPSH Required by Model		Pump	<u>7.0</u>
@ 360		GPM	

NPSH Excess 3.1 OK

**System Head Curve
Beechcroft (Doc Robertson) Sewer Lift Station
Through Existing 8" and 10" Force Main**



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PUMP HYDRAULIC CALCULATIONS

Spring Hill - Cleburne Sewer Lift Station

Cleburne General

Flowrate, Design (GPM):	685.00
FM Size (inches):	10.00
FM Material:	PVC
FM Length (ft):	12020.00
Discharge Elevation (MSL):	753.50
FM High Point (MSL):	765.00
Grade Elevation @ PS (MSL):	638.00
Elev. Of Lowest Influent Line (MSL):	627.00
Bottom of Wet Well (MSL):	621.00
Centerline of Suction (MSL):	634.08
"All Pumps Off" Elevation (MSL):	623.50
"Lead Pump On" Elevation (MSL):	625.17
"Lag Pump On" Elevation (MSL):	625.67
"High Water Alarm" Elevation (MSL):	626.67

0.99 MGD

or, **113** **Wet Well Area(ft^2) = 12 Dia.**
 846 gals/ft
 1,413 gallons
 7.3 Motor Starts per hour (2x Pumps)
 8.2 Minimum Cycle Time, Minutes
Note: Assumes Constant Speed

Static Discharge (ft): 141.50

$V_{min} = (T_{min} * Q_{out}) / 4$

Low Level Alarm Elevation (MSL):

V_{min} @ T_{min} = 10 minutes

V_{min} = 1,713

1,713 gallons > 1,469 gallons - min. Volume not met at time 10 minutes

WW Depth 17.0

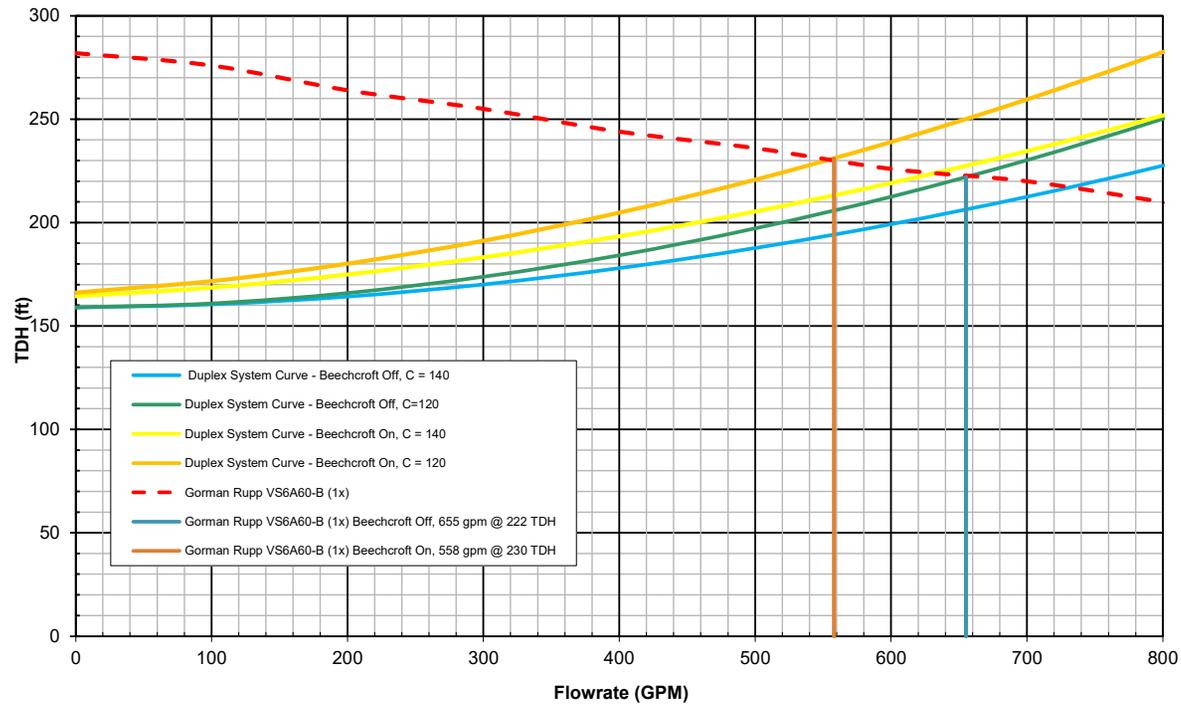
NPSH Calculations:

ATM Pressure Available @ Sea Level:			33.9
ATM Pressure Corrected to:	638.00	(MSL)	<u>0.7</u>
ATM Pressure Available @ Jobsite:			33.2
Net Deductions from ATM Pressure			
Total Dynamic Suction Loss (TDSL):		17.5	
Vapor Pressure:		1	
Safety Factor:		2	
Total Net Deductions from ATM Pressure:			<u>(20.5)</u>
NPSH Available @ Jobsite:			12.7
NPSH Required by Model		Pump	<u>6.0</u>
@ 685		GPM	

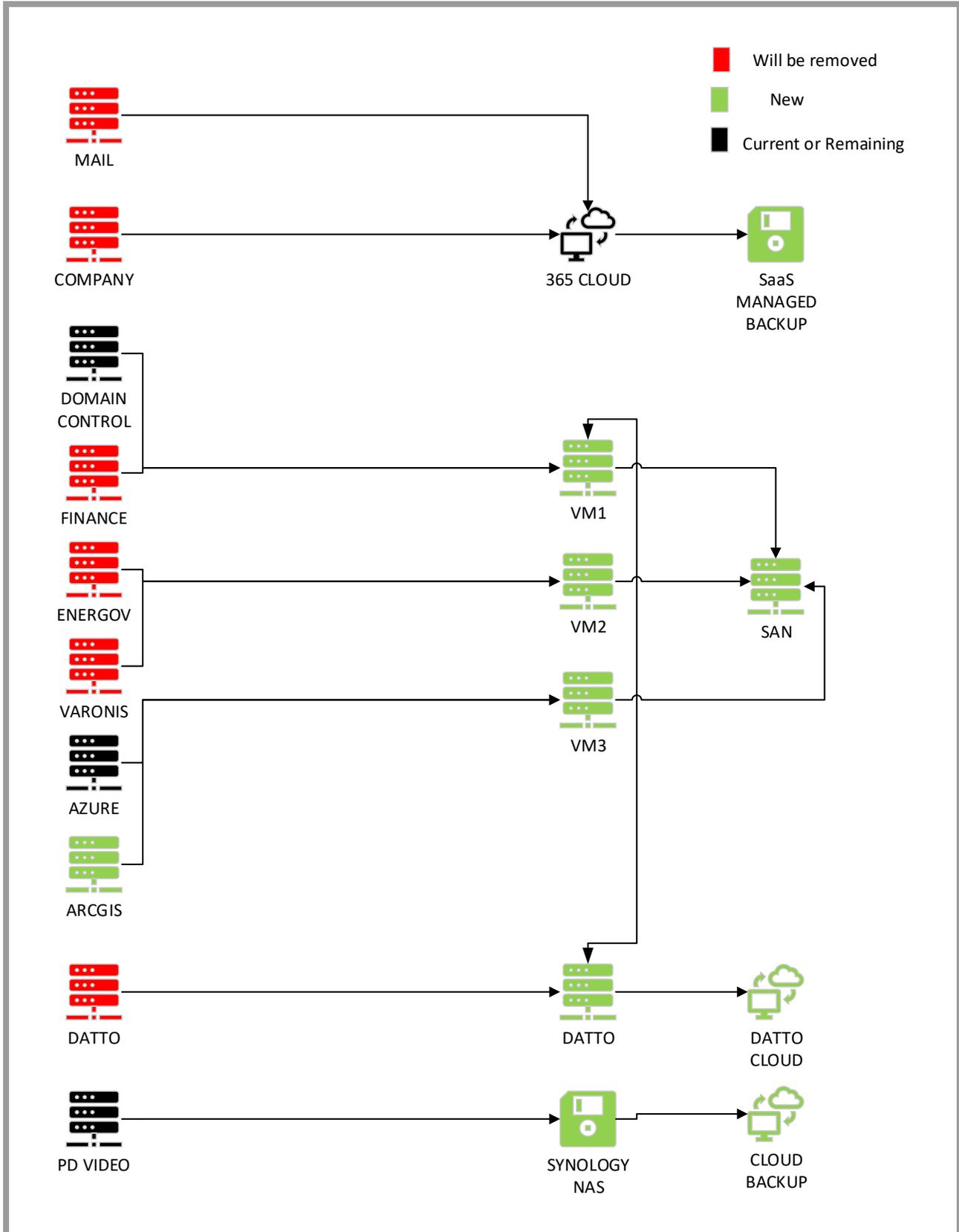
NPSH Excess 6.7 OK

SH Beechcroft and Cleburne Hydraulic Calcs

**System Head Curve
Cleburne (Petty Lane) Sewer Lift Station
Through Existing 10" Force Main**

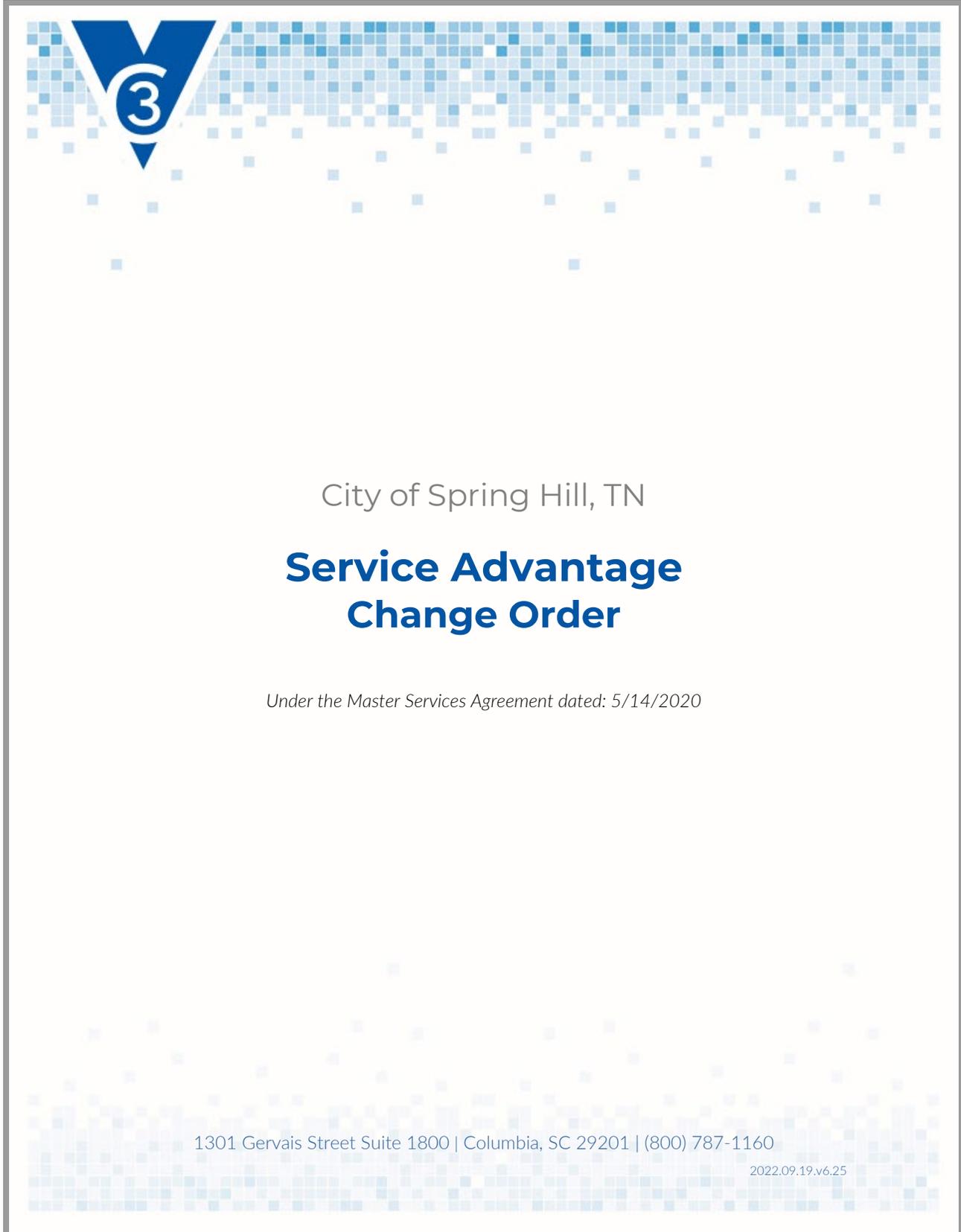


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The following attachment is not a PDF, so a link to the native file format is being provided instead:

[Server Quote.pdf \(LINK\)](#)





Change Order

City of Spring Hill, TN

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Change Order

City of Spring Hill, TN

Overview of Work Order

This Work Order is part of, and incorporated into, the Master Services Agreement between City of Spring Hill, TN and VC3, Inc. and is subject to the terms and conditions of the agreement and any definitions contained in the Agreement. If any provision of this Work Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

Summary of Scope of Services & Fees

VC3 will provide the following services listed in Tables A and B. Recurring services, if included, shall be provided for 60 Months, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this work order or the Master Services Agreement.

VC3 will audit the Client's usage of units on a monthly basis; for each unit found in excess of the amount listed in Table A, VC3 will increase the monthly fee by the corresponding amount indicated in Table A. Reductions in Units above the minimum threshold will be reflected on the invoice within 30 days of service removal. Additional services may be added at any time during the life of this contract at the unit rates listed below.

(See tables on next page)

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Change Order

City of Spring Hill, TN

Table A: Services & Fees

Description	Units	Unit Price	Monthly Fee	One-Time Fee	Annual Fee
Managed Backups: PD NAS Video Footage					
VC3 Backup - Server <i>VC3 Managed Backups per Server</i>	1.00	\$32.00	\$32.00	\$0.00	\$0.00
VC3 Backup - GB <i>Per GB data stored in backup repository. This number is an estimate and will vary from month to month depending on how much data is backed up, data optimization, and client retention requirements.</i>	14,000.00	\$0.05	\$700.00	\$0.00	\$0.00
Managed Backups: All Virtual Servers On Premise					
Managed Backup Hardware - 36TB Capacity <i>36 TB Device Capacity</i>	1.00	\$15,437.50	\$0.00	\$15,437.50	\$0.00
Managed Backup Cloud Storage - 36TB Capacity - Inf Retent <i>Infinite Cloud Retention</i>	1.00	\$2,723.75	\$2,723.75	\$0.00	\$0.00
Managed Backups: M365 (Outlook, Calendar, Contacts, OneDrive, Teams, SharePoint)					
SaaS Backup - Infinite Cloud Retention	300.00	\$2.21	\$663.00	\$0.00	\$0.00
Total Services Monthly:			\$4,118.75		

Notes:

- Prices shown above are valid for 30 days from date of work order.

Table B: Summary of Fees

One-Time Fees*	Monthly Fees	Annual Fees
\$15,437.50	\$4,118.75	\$0.00

* One-Time fees may include implementation if required.



Change Order

City of Spring Hill, TN

Deliverables & Services

Service Advantage

VC3 will provide the following functions and services as part of this Change Order:

A. Managed Backups

1. Installation and Configuration:
 - i. VC3 will install backup agents and initialize backups on all protected servers within the Client's environment.
 - ii. VC3 will perform an initial seed of the Client's backup data and will load that data into the cloud.
 - iii. VC3 will configure the cloud backups such that backups are performed per the backup retention schedule determined during implementation.
 - iv. VC3 will configure the backup monitoring to alert VC3 of backup failures.
 - v. VC3 will perform an initial backup of all systems and will confirm that backups are performing as expected.
 - vi. VC3 will setup M365 SaaS Backup portal for all users.
 - vii. VC3 will perform initial backup of M365 environment.
2. Backup Management:
 - i. VC3 will monitor and maintain backups for the servers protected.
 - ii. VC3 will perform periodic updates to the backup software such as patches, and updates.
3. VC3 will provide replacement components for failures that occur as a result of internal equipment defects or end of life for VC3 provided hardware. This does not include physical damage to the equipment due to abuse or environmental factors (for example, fire, hurricane or flood damage).

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Change Order. The following exclusions and clarifications are intended to clarify the scope of services for this Change order:

- A. When client requests services by VC3 not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Services

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Change Order

City of Spring Hill, TN

Agreement. For all services which incur additional hourly fees, VC3 will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.

- B. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.

Client Responsibilities

- A. Client will be financially responsible for any remaining or ongoing charges from Microsoft. Microsoft subscriptions can each have their own terms and renewal dates. It is the client's responsibility to engage VC3 to adjust Microsoft subscription counts and terminations prior to 12 months from the order.

Assumptions

- A. The Change Order will not become effective unless and until it is agreed upon and signed by the Client and VC3.
- B. If VC3 is providing or managing Client 's Microsoft Licenses, then Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: <https://www.microsoft.com/licensing/docs/customeragreement>
- C. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.

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City of Spring Hill, TN

Invoicing

VC3 will invoice Client per Table C. VC3 will invoice the Client a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month. Any taxes related to services purchased or licensed pursuant to this Work Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.

The terms of this work order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided to VC3 no fewer than 90 calendar days prior to expiration of the current active term.

Table C

Milestone Billing	Milestone Description / Date	InvoiceAmount
One-Time Fees	Invoiced at signing of the Work Order.	\$15,437.50
Monthly Fee (60 Months)	Invoicing to begin when recurring services begin.	\$4,118.75
Annual Fee (60 Months)	Invoiced at signing of the Work Order.	\$0.00

**Refer to Table B for implementation fee and monthly fee amounts.*

VC3, Inc

City of Spring Hill, TN

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Change Order

City of Spring Hill, TN

Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. VC3 utilizes the following priorities, criteria and response metrics:

- A. **Priority 1:**
 - o System/device/service down causing work to cease and critical impact to the organization or a whole department; no workaround available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.
 - o **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- B. **Priority 2:**
 - o System/device/service down causing work to cease and potential business impact for an individual user; no workaround available.
 - o Level of service degraded causing impact to the organization or a whole department; no workaround available.
 - o **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- C. **Priority 3:**
 - o Level of service degraded causing impact to an individual user; no work around available.
 - o Operational impact to the organization or a whole department though work continues as a result of implementing a workaround or use of other system/device/service.
 - o A request to enable or configure a system/device/service within 2 business days.
 - o Incidents related to Backup system failures.
 - o **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- D. **Priority 4:**
 - o Operational impact to the organization, department or user exists though work continues as a result of implementing a workaround or use of another system/device/service.
 - o A request to enable or configure a system/device/service within 5 business days.
 - o **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- E. **Priority 5:**
 - o Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
 - o A request to enable or configure a system/device/service beyond 5 business days from the date of the request.
 - o Requests that have longer lead times to implement than possible within 5 business days.
 - o **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

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Change Order

City of Spring Hill, TN

Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	30 Min	95%
2	60 Min	95%
3	4 business hours	95%
4	8 business hours	95%
5	8 Business Hours	95%

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Change Order

City of Spring Hill, TN

Addendum B – Maintenance Windows

All work performed within VC3's Hosting or Client Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance:** All planned work performed on VC3's Hosting or Client Infrastructure by VC3 engineers or staff is defined as "Scheduled Maintenance".
During Scheduled Maintenance, some or all of VC3's Hosting or Client Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur on Mondays between 2 AM and 5 AM. A 15-minute downtime is expected during this window. If Client has a business need to avoid said outage, they must provide their request via the VC3 Service Desk ten business days in advance.
 - a. **Notification:** If VC3 decides to perform Scheduled Maintenance beyond the standard 15-minute downtime, Client will be notified via email ten business days before the Scheduled Maintenance window.
2. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of VC3's Hosting or Client Infrastructure within the control of VC3 is defined as "Emergency Maintenance".
Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.
 - a. **Notification:** Client will be notified via email should Emergency Maintenance be necessary.
3. The VC3 Hosting or Client Infrastructure includes is not limited to the following areas: E-mail hosting, server hosting, website hosting, Content Management System, Hosted Applications, Internet Service Provider, Hosted Voice, and custom application hosting.

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Budget Information:

• **Exchange Server 2013 – Budget \$3,240.00 – Approved PO Issued**

- Risks:
 - Exchange Server 2013 is end of support per Microsoft as of April, 11, 2023
 - Server Operating System is Server 2012 Standard and is end of support per Microsoft as of October 10, 2023
 - Microsoft will no longer provide security updates to this operating system or application
 - This presents a risk of vulnerability exploitation by external sources that could compromise the network
- Recommendation:
 - Immediately schedule Exchange Server decommission, both application and operating system, based on industry standard best practices
- Timeframe:
 - Once approved, estimated project duration is 1 week

Server Project (Total \$177,007.00 – hardware & labor – estimated 195 hours total)

• **Server hardware replacement and operating system upgrades – Budget \$166,895.00**

- Includes: All on-premise servers, including Tyler Energov.
- This solution does not include the following: 2 Tyler RMS Servers that will be moved to Williamson Co. Sheriff's Department or the PD Video
- This project does not include migrating ArcGIS data from current cloud solution to on premise.
- Risk:
 - Server hardware is under resourced
 - This leads to network slowness when processing files and accessing information
 - Server Operating Systems are all running Server 2012 Standard
 - Microsoft will no longer provide security updates to this operating system or application
 - This presents a risk of vulnerability exploitation by external sources that could compromise the network
- Recommendation:

1301 Gervais Street, Suite 1800
Columbia, SC 29201
803-733-7333
VC3.com



- Replace server hardware with 3 physical host servers and 1 backend SAN (Storage Area Network) to support a virtual server environment with built in high availability
 - Create new virtual servers
 - Upgrade all operating systems to Server 2019 or 2022
 - Work with Tyler systems on software migration
 - Timeframe:
 - Once approved, server hardware is received, estimated project duration 4-6 weeks assuming no unexpected hiccups
- **Police Department video camera footage – Budget \$10,112.00 (hardware & labor)**
 - Risk:
 - Current solution is out of date and needs room for expansion
 - Recommendation:
 - Replace with new hardware and adequate storage for future needs and provides warranty
 - Timeframe:
 - Once approved, hardware is received, project estimated duration is 2-4 weeks assuming no unexpected hiccups

Data Backups: Service Advantage Change Order:

- **Managed Server Backups – Budget \$15,437.50 hardware purchase, monthly recurring fee \$2,723.75**
 - Risk:
 - Current backup is end of life with no hardware warranty. It is only backing up select servers and not all servers
 - Recommendation:
 - Replace current hardware device that will backup all servers with the exception of the Police Departments video footage. The cloud based retention will be infinite cloud retention.
 - Timeframe:
 - Once approved, hardware is received, estimate 1 -2 weeks for installation, setup and a full backup is seeded off site
 -
- **SaaS Managed Backup – Monthly recurring fee \$2.21/user/month (estimate \$663.00/month for 300 users)**
 - Solution for M365 (Outlook, Calendar, Contacts, OneDrive, Teams, SharePoint)
 - Risk:
 - Microsoft does not provide a backup solution for its M365 SaaS based products
 - Recommendation:
 - Implement a third party solution that will provide backups for Outlook, Calendar, Contacts, OneDrive, Teams & SharePoint



- Timeframe:
 - Once approved, implementation will be less than 1 week
- **Managed Backups: Police Department NAS Video Footage – Monthly recurring fees \$32.00/mo/server plus \$700.00/mo. for up to 14TB of data backup**
 - Note: The per monthly fee for data backup will increase as backup grows. Refer to Service Advantage for detailed fee schedule
 - Risk:
 - NAS device that stores Police Video footage does not provide an offsite backup solution
 - Risk of data loss if not backed up off site
 - Recommendation:
 - Implement a cloud-based backup solution for all data
 - Timeframe:
 - Once approved, implementation will take 1 week

Switch Project:

- **Switch Project – Budget \$40,585.00 (hardware and labor)**
 - Note: Data cabling will be needed for this project to be completed. A third-party provider will do this work.
 - Risk:
 - Current switch infrastructure has two different manufacturers (Cisco & Netgear) in the environment
 - One of the manufacturer's (Netgear) has a known issue with their switches rebooting and losing their configurations which causes network communication issues and outages
 - Not having one standard creates challenges making configuration changes to the network to provide more reliable stable service to users
 - No current network segregation, potential to cause network conflicts or outages
 - Recommendation (estimated 200 hours includes travel & project management):
 - Replace part of the switch environment with all Cisco switches for standardization
 - Initial setup and configuration of 7 new switches
 - Reconfigure 17 existing Cisco switches (includes firmware updates, resetting passwords & IP addresses, configuring baseline policy)
 - Configure new VLANs (Virtual Local Area Networks) and routing for network segmentation to increase security and performance – these will include VLANs for the VoIP phone system, Wireless Network, hardwired network



- Work with the VoIP vendor on moving phones off to new VLAN
- Update all monitoring and documentation
- Physical installation and testing
- Remove Netgear switches
- Timeframe:
 - Once approved, all hardware is received, estimated project duration will be 5-7 weeks assuming no delays on third party cabling or VoIP vendors

Note that timeframes are all dependent on hardware availability and delivery and third-party responsiveness.

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

[Switch Quote.pdf \(LINK\)](#)

BOMA AGENDA NOTES
MONDAY, MAY 1, 2023

CONSENT AGENDA:

1. **Consider Resolution 23-69 to approve contract between the City of Spring Hill and Regional Transportation Authority (RTA).** FY24 subsidy partnership of the Regional Bus Services. The subsidy requested is the same amount as last year (\$42,237). The FY24 RTA annual membership dues is \$5,001.00. Jim Hagaman, Mayor.
2. **Consider Resolution 23-70, to approve emergency repairs for City Hall A/C.** The HVAC units at City Hall are old and one is not working at all, resulting in heating and cooling issues on one side of the building. Staff recommends an emergency expenditure approval to purchase and install new units. This will be paid from budgeted funds in the Administration department. Tyler Scroggins, Public Works Director

PREVIOUS BUSINESS:

1. **Consider Ordinance 23-04, to amend, to amend Ordinance 09-42, to establish Stormwater ERU rates for customers of the City of Spring Hill.** This is an Ordinance to amend the current ordinance in place by increasing the storm water rates based on the rate study by Rafetelis. Tyler Scroggins, Public Works Director

NEW BUSINESS:

1. **Consider Resolution 23-71, to authorize Mayor to sign amendment to Police Department Head Quarters contract with Hensel Phelps.** Some language was missed for inclusion in the original contract. This resolution authorizes the Mayor to sign the amendment that would add language that benefits both the City and the contractor. There is no financial impact associated with this amendment. Missy Stahl, CIP Manager
2. **Consider Resolution 23-72, to accept Evans Park playground award.** A resolution to award the Evans Park Playground project to Cunningham Recreation. Recommended by the Parks and Recreation Commission, Kayce Williams, Parks and Recreation Director
3. **Consider Ordinance 23-73, to approve MOU between Columbia Southern University and Spring Hill Fire Department.** The purpose of this MOU is to establish a Learning Partnership with Columbia Southern University (CSU) in order to provide 10% Tuition Discounts to Fire Department Staff enrolling in programs through the college. Graig Temple, Fire Chief
4. **Consider Resolution 23-74, to authorize road closure and modified traffic pattern on Beechcroft Road for utility installation for JMB Town Homes.** Crunk Engineering on behalf of John Maher Builders, Inc. is requesting road closure of Beechcroft Road (TN-247) in order to water service installation. The road closure if approved will allow for the utility installation for the JMB Town Homes project. Peter Hughes, Development Director

5. **Consider Resolution, 23-75, to authorize Intra Fund and Inter Fund Fleet Transfer.** This authorizes the replacement of the fleet services internal fund transfers that was inadvertently removed during budget amendment #1 Debra Dutcher, Finance Director
6. **Consider Resolution 23-76, a resolution to authorize temporary road closure and modified traffic pattern on Wilkes Lane for installation of water and sewer service for the new Wilkes Lane elementary school.**
Dan Allen, Assistant City Administrator
7. **Consider Ordinance, 23-05, to amend Ordinance 22-24, to revise conditions of approval.** Gamble Design Collective is requesting amendment to ordinance 22-24 in order to revise previously approved conditions of approval. The conditions of approval modify the timing of issuance of certificate of Occupancy for Phase 1A, the timing of building permits issued for phase 1B, and timing of improvements for infrastructure. The request as submitted does not impact the previously approved entitlements nor previously approved standards for the overall development. Peter Hughes, Development Director

WORK SESSION/DISCUSSION:

1. Presentation – Excel Aquatics.
2. Discussion-Water and Wastewater Grant Program Update and Next Steps.
3. Discussion – Budget
4. Discussion – HB 817/ SB 526
5. Discussion – Kedron Road Access - Gerald Vick on behalf of David Buschmann is seeking discussion with BOMA regarding potential approval of access on to Kedron Road to serve a proposed Maury County Development called Kedron Corner. This section of Kedron Road is City Right of Way and all request for access must be approved by the city. Pete Hughes Development Director.
6. Discussion – HT Development (Beechcroft Annexation) Sewer Capacity - Jared Cunningham of Catalyst Design on behalf of Cameron Hunt and HT Develop, is requesting to discuss potential sewer infrastructure and capacity potential improvements. The applicant is seeking input from BOMA on a path forward on providing sewer services to a proposed tract of land that HT Development is seeking to annex into City Limits. Jessica Weaver Utility Director and Peter Hughes Development Director.
7. Discussion – Purchase of New Servers