



**CITY OF SPRING HILL**  
**BOARD OF MAYOR AND ALDERMEN**  
**BOMA MEETING PACKET**  
**AUGUST 5, 2024**  
**6:00 PM**

Board of Mayor and Aldermen:

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

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

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

**CITY OF SPRING HILL**  
**BOARD OF MAYOR AND ALDERMEN**  
**BOMA MEETING AGENDA**  
**AUGUST 5, 2024**  
**6:00 PM**

**Call Regular Meeting to order**

**Stipulation of members present**

**Pledge of Allegiance**

**Invocation by Mike Stalnaker, Pastor, Community Baptist Church**

**Approval of the Agenda**

**PUBLIC HEARING**

**Open Public Hearing**

- 1. CDBG Public Hearing: Resolution 24-183, to approve the Five-Year Consolidated Plan for the Community Development Block Grant Program (2024-2029)**

**Citizen comments on CDBG Public Hearing item**

**Mayor's Comments**

**City Administrator/Department Head Comments**

**Citizen Comments**

**DRUC Presentation (Pertaining to Resolution 24-189)**

Doug Murphy, Duck River Agency

Attachment: [2024-08-05 Spring Hill BOMA Presentation.pdf](#)

**VOTING AGENDA**

**CONSENT ITEMS**

- 1. Consider Resolution 24-171, to authorize the sale of surplus property for the Public Works Department.**

Missy Stahl, CIP Director

Attachment: [Resolution 24-171 to authorize sale of surplus property for the Public Works Dept.pdf](#)

- 2. Consider Resolution 24-172, to authorize closure of Fischer Park for the 2024 Campin' in the Park Event.**

Kayce Williams, Parks and Recreation Director

Attachment: [Resolution 24-172 To close Fischer Park for the 2024 Campin In The Park Event.pdf](#)

Attachment: [Memo Resolution 24-172 Campin In The Park Staff Report.pdf](#)

Attachment: [SEP Camping in the Park 24.pdf](#)

- 3. Consider Resolution 24-173, to approve the purchase of one pickup truck for the Emergency Management Department through State Contract.**

Greg Boyd, Emergency Operations Manager

Attachment: [Resolution 24-173 Pick Up Purchase FY25.pdf](#)

Attachment: [EM Resolution Memo - Vehicles.pdf](#)

Attachment: [EMS truck.pdf](#)

- 4. Consider Resolution 24-174, to authorize streets repaving under the annual contracts for fiscal year 2024-2025.**

Tyler Scroggins, Public Works Director

Attachment: [Resolution 24-174 to authorize streets repaving FY2025.pdf](#)

Attachment: [Paving Memo FY25.pdf](#)

Attachment: [Lexington Farms.pdf](#)  
Attachment: [Mahlon Moore.pdf](#)  
Attachment: [Mitchum.pdf](#)  
Attachment: [Newport Crossing.pdf](#)  
Attachment: [Rogers Quote.pdf](#)  
Attachment: [Royal Park.pdf](#)  
Attachment: [Rutherford Place.pdf](#)  
Attachment: [Spring Meadow.pdf](#)  
Attachment: [Tanyard Springs.pdf](#)  
Attachment: [Tom Lunn.pdf](#)  
Attachment: [Wakefield.pdf](#)  
Attachment: [Weaver Farms.pdf](#)  
Attachment: [Winter Park.pdf](#)

- 5. Consider Resolution 24-175, to authorize street striping under the annual contracts for fiscal year 2024-2025.**  
Tyler Scroggins, Public Works Director

Attachment: [Resolution 24-175 to authorize street striping for Buckner Road Royal Park Blvd and Mahlon Moore Road.pdf](#)  
Attachment: [Memo street striping Buckner Road Royal Park Blvd and Mahlon Moore Road by Kerr Brothers.pdf](#)  
Attachment: [Quote.pdf](#)

- 6. Consider Resolution 24-176, to approve the renewal payment for Flock License Plate Recognition Cameras, LPR, for the Police Department.**  
Don Brite, Chief of Police

Attachment: [Resolution 24-176 Flock.pdf](#)

- 7. Consider Resolution 24-177, to approve blanket purchase orders for Human Resources Department for fiscal year 2024-2025.**  
Missy Stahl, CIP Director

Attachment: [Resolution 24-177 to approve blanket purchase orders for HR for FY 25.pdf](#)  
Attachment: [Copy of Exhibit A2.pdf](#)

- 8. Consider Resolution 24-178, to authorize the mayor to sign the contract with TDOT for Global Navigation Satellite System Network for the Utility and Development Services Departments.**  
Jessica Weaver, Utility Director

Attachment: [Resolution 24-178 to Authorize the Mayor to sign the TDOT Global Navigation Satellite System for Utility and Dev.pdf](#)  
Attachment: [BOMA MEMO- Authroize the Mayor to sign the Contract for TDOT Global Navigation Satellite System for Development D.pdf](#)  
Attachment: [TDOT GNSS and RTK contract Mayor 2024 .pdf](#)

- 9. Consider Resolution 24-179, to award the contract to Polydyne Inc. for the purchase of cationic polymer.**  
Jessica Weaver, Utility Director

Attachment: [Resolution 24-179 WWTP Polymer 2024.pdf](#)  
Attachment: [BOMA Memo - WWTP Polymer 2024.pdf](#)  
Attachment: [Chemical Polymer 6-17-24- wastewater plant .pdf](#)

- 10. Consider Resolution 24-180, to authorize a grant application for funds to enhance the city's emergency preparedness and safety of fire personnel.**  
Missy Stahl, CIP Director

Attachment: [Resolution 24-180 2024 PEP Safety Grant.pdf](#)  
Attachment: [Judy Housley Safety Partners Grant.pdf](#)

## PREVIOUS BUSINESS

- 1. Consider Resolution 24-164, to appoint a member to the Town Center Redevelopment Committee of the City of Spring Hill.**  
April Goad, City Recorder

Attachment: [Resolution 24-164\\_to appoint member to the Town Center Redevelopment Committee.pdf](#)

Attachment: [Link: TCRC Applications](#)

## NEW BUSINESS

**1. Consider Resolution 24-181, a resolution to honor Naomi Berri Partin Derryberry.**

Attachment: [Resolution 24-181\\_Derryberry.pdf](#)

**2. Consider Resolution 24-182. a resolution to honor Phillip Anthony Bennett.**

Attachment: [Resolution 24-182\\_Bennett.pdf](#)

**3. Consider Resolution 24-183, to approve the Five-Year Consolidated Plan for the Community Development Block Grant Program (2024-2029)**

Ismail Ahmed, Assistant to City Administrator

Attachment: [Resolution 24-183\\_CDBG Consolidated Plan.pdf](#)

Attachment: [Memo.pdf](#)

Attachment: [Spring hill CDBG Grant Consolidated plan.pdf](#)

Attachment: [Non-State-Certifications.pdf](#)

Attachment: [SF424\\_4\\_0-V4.0 HUD Form SF-424.pdf](#)

**4. Consider Resolution 24-184, to approve Addendum No. 1 to Phase 2 Task Order with Neel-Schaffer for the traffic signal at the Cleburne Road/Beechcroft Road Intersection.**

Missy Stahl, CIP Director

Attachment: [Resolution 24-184\\_to approved Addendum No. 1 to Ph 2 with Neel-Schaffer for traffic signal.pdf](#)

Attachment: [Link: Addendum](#)

**5. Consider Resolution 24-185, to approve purchase of furniture, fixtures and equipment from Patterson Pope for the Police Department Headquarters through Sourcewell Contract.**

Missy Stahl, CIP Director

Attachment: [Resolution 24-185\\_to approve purchase of FFE from Patterson Pope.pdf](#)

Attachment: [Link: Full Quote](#)

**6. Consider Resolution 24-186, to approve purchase of furniture, fixtures and equipment from Alfred Williams and Company for the Police Department Headquarters through Sourcewell and Omnia Contracts.**

Missy Stahl, CIP Director

Attachment: [Res 24-186\\_to approve FFE for PD HQ from Alfred Williams.pdf](#)

Attachment: [Police FFE quote - Williams.pdf](#)

**7. Consider Resolution 24-187, to appoint one member to the Duck River Board of Directors representing the City of Spring Hill.**

Jessica Weaver, Utility Director

Attachment: [Resolution 24-187\\_to Appoint Members to DRA.pdf](#)

**8. Consider Resolution 24-188, to appoint one member to the Duck River Agency Technical Advisory Committee representing the City of Spring Hill.**

Jessica Weaver, Utility Director

Attachment: [Resolution 24-188\\_to Appoint Members to DRATAC.pdf](#)

**9. Consider Resolution 24-189, to approve support for DRA DRUC Funding Agreement for \$3 million partial funding request of DRA Funds.**

Jessica Weaver, Utility Director

Attachment: [Resolution 24-189\\_DRA DRUC funding agreement for\\_3 million DRA funds.pdf](#)

Attachment: [Summary of DRUC\\_3M Request.pdf](#)

Attachment: [DRUC Funding Request to DRA.pdf](#)

Attachment: [DRA DRUC Agreement.pdf](#)

**10. Consider Resolution 24-190, to authorize emergency repairs to the Raw Water Intake Drive No. 2.**

Jessica Weaver, Utility Director

Attachment: [Resolution 24-190\\_ emergency purchase for RWI Drive No. 2 Repair.pdf](#)

Attachment: [BOMA MEMO- emergency repairs to RWI Drive No. 2.pdf](#)

Attachment: [Estimate Proposal.pdf](#)

**11. Consider Resolution 24-191, to approve the Southside Water Storage Tank.**

Jessica Weaver, Utility Director

Attachment: [Resolution 24- 191\\_ Southside Water Storage Tank.pdf](#)

Attachment: [BOMA MEMO- Southside Water Storage Tank.pdf](#)

Attachment: [Link: Specs](#)

Attachment: [Spring Hill Southside 2.0 MG Water Storage Tank - Award Recommendation Letter 07252024.pdf](#)

Attachment: [Spring Hill Southside Water Storage Tank and Booster Station Demolition - Award Recommendation Letter 07252024.pdf](#)

Attachment: [Spring Hill Southside Water Storage Tank and Booster Station Demolition - Contract A - PLANS Bidding\\_ Watermarke.pdf](#)

**12. Consider Resolution 24-192, to authorize the mayor to amend a Professional Services Agreement for On-Call Planning Services with Corradino Group, Inc. to include Engineering Services.**

Dara Sanders, Development Director

Attachment: [Resolution 24-192.pdf](#)

Attachment: [Memo Resolution 24-192.pdf](#)

**13. Consider Resolution 24-193, to authorize the mayor to sign a Professional Service Agreement for Advanced Purification Project.**

Dan Allen, Assistant City Administrator

Attachment: [Resolution 24-193\\_ to authorize the Mayor to execute a Professional Services Agreement for Utility Public Engage.pdf](#)

Attachment: [MBPR Rate Sheet 2024.pdf](#)

Attachment: [McNeelyBrockmanPublicRelations PSA 08022024.pdf](#)

**WORK SESSION/DISCUSSION**

**1. Discussion, Comptroller Letter**

**2. Discussion, Concept Design for East of I-65.**

Pam Caskie, City Administrator

**3. Discussion, City Hall Parking Lot and Landscaping Improvements.**

Tyler Scroggins, Public Works Director

**4. Discussion, Updated Design for Port Royal Road/Kedron Road Intersection.**

Tyler Scroggins, Public Works Director

**5. Discussion, City Handbook Policy, Fire Department Probationary Period.**

Graig Temple, Fire Chief

Attachment: [Handbook Changes Probation.pdf](#)

**6. Discussion, Title 7, Chapter 2, Section 7-208 Changes**

Graig Temple, Fire Chief; James Berry, Fire Marshall

Attachment: [Title 7 2023 - Revision and Approved 24-25 PROPOSED CHANGES.pdf](#)

**7. Discussion, Fire Department Automatic Aid Agreements.**

Graig Temple, Fire Chief

**8. Discussion, Engineering Fees Update**

Dara Sanders, Development Director

**9. Discussion, Centrifuge for Wastewater Treatment Plant**

Dan Allen, Assistant City Administrator

**Acknowledgements**

**Adjourn**

**Agenda Notes**

Attachment: [Agenda Notes 08-05-2024 final.pdf](#)



# Duck River Utility Commission Water-Intake Renovations

*“WORKING TOGETHER WORKS”*

Spring Hill BOMA

August 5, 2024

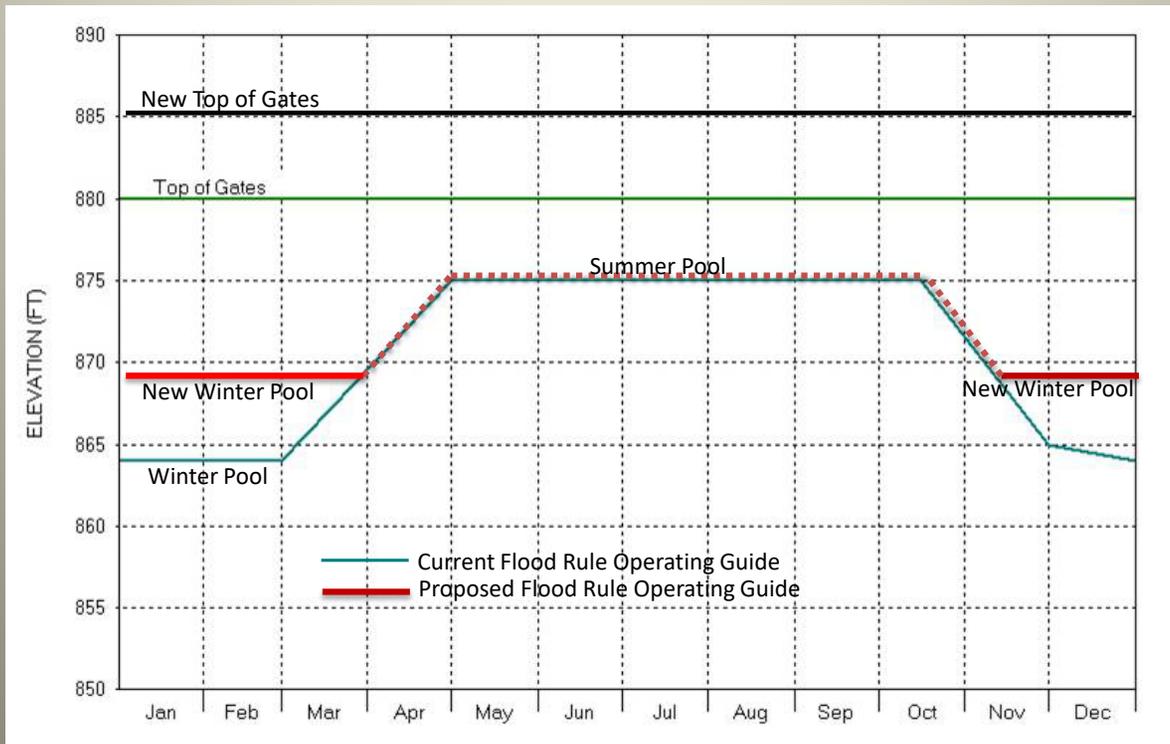
## Duck River Basin Water Use

- 300,000 population depends on Duck River water
- 6 water systems withdraw water from the Duck River
  - 1 new water system has started construction
  - 1 wholesale water system has applied for a permit
- Current average use 30MGD
- 2060 average use 60MGD +
- 60% Residential, 23% Commercial, 17% Industry
- One water source: Normandy Reservoir

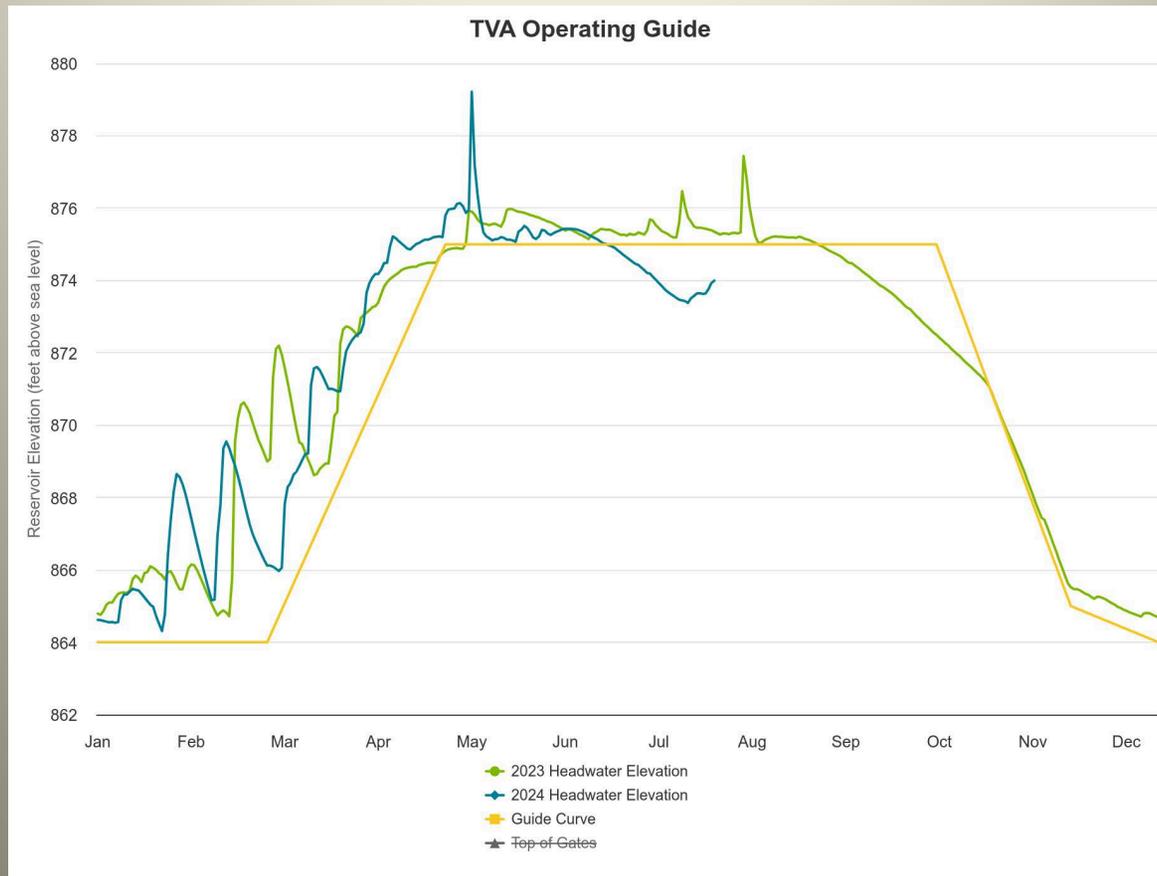
# Duck River Regional Water Supply Programs and Projects

Programs/Projects	Purpose
Regional Drought Management Plan	Manage reservoir water for all uses during extended drought period
Optimizing Normandy Reservoir Releases	Provides resourceful use of reservoir water
Water-Use Efficiency Program	A program identifying how we use water and implementing programs to be more efficient
New Downstream Water-Intake for Columbia Power and Water Systems	Additional water supply to meet growth demands in Maury County without relying on additional water from Normandy Reservoir
Normandy Reservoir Capacity Improvements	Water supply for growth and additional water insurance for all uses during extended drought period

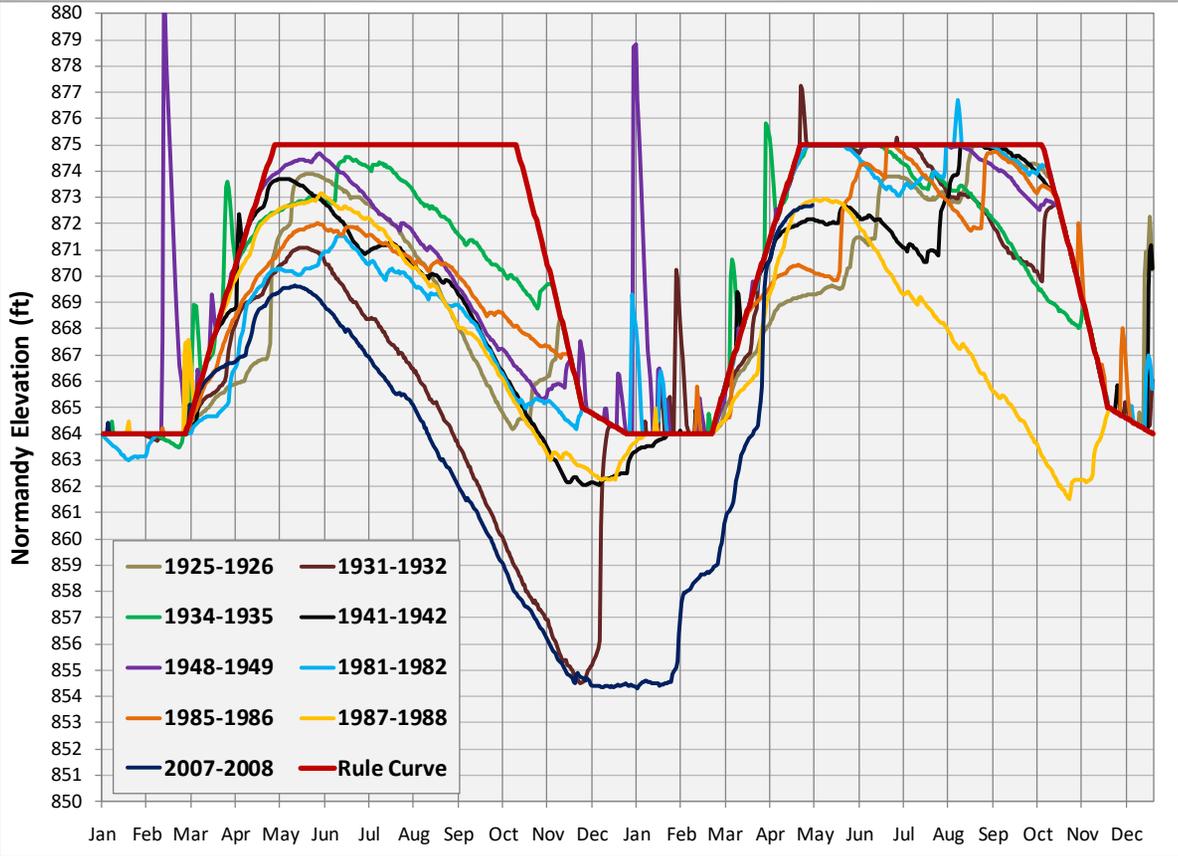
# Normandy Reservoir Capacity Improvements: Proposed Changes to Flood Guide



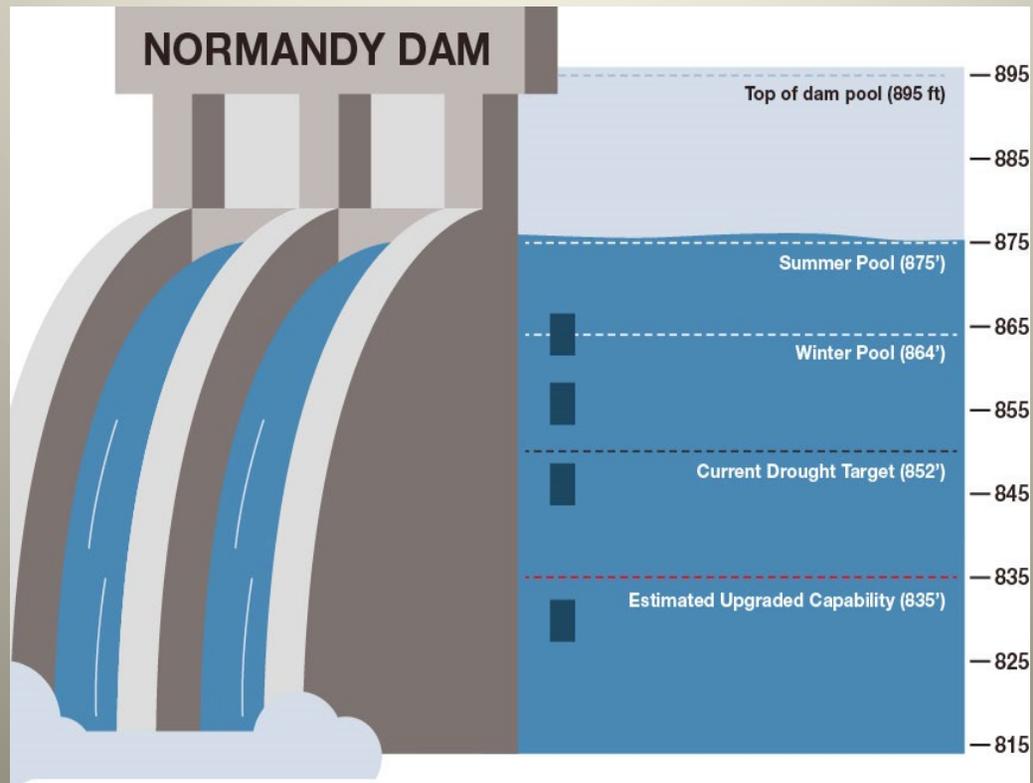
# Normandy Reservoir Operating Guide



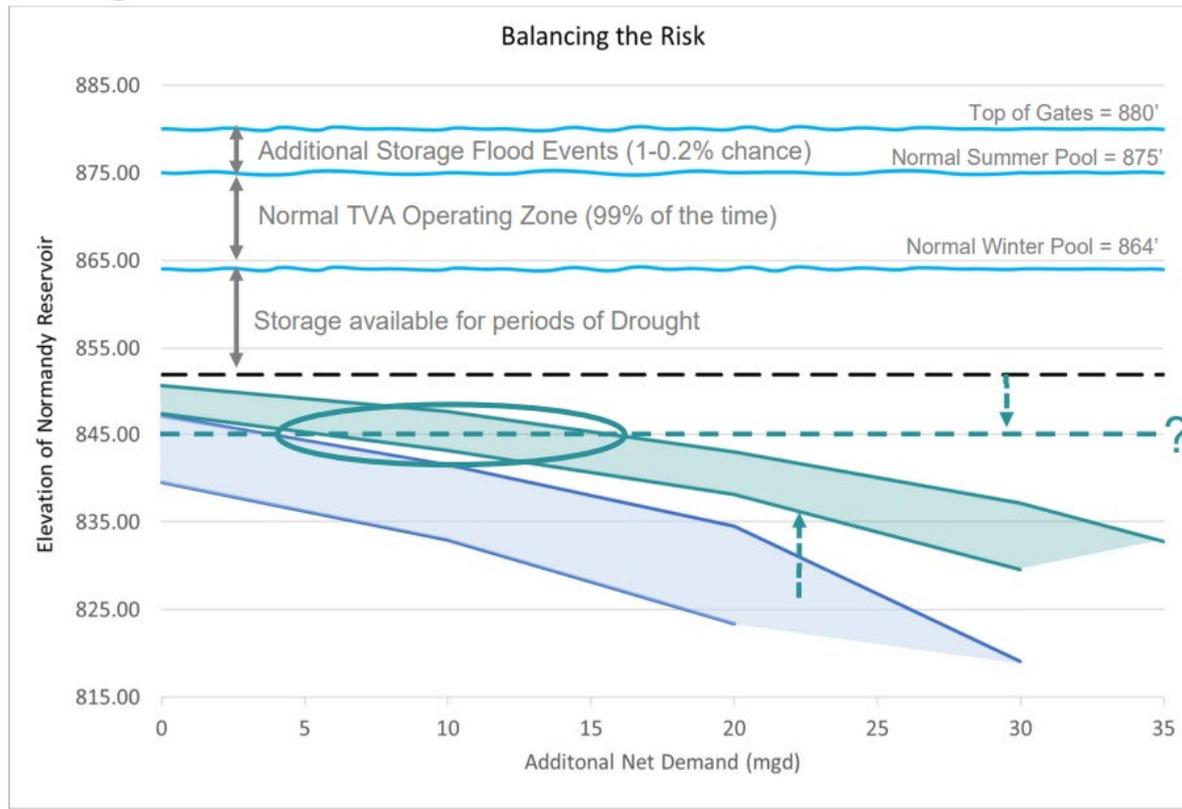
# Major Normandy Droughts – Existing Rule Curve, 2020 Demands



## Normandy Dam and DRUC Reservoir Intake



# Balancing the Risk



15

# DRUC Water-Intake Renovations

- DRUC sells treated water to Tullahoma and Manchester
  - DRUC is the only water-intake in Normandy Reservoir
  - Service area is all of Coffee County and small part of Bedford County
- In the 2007/08 DRUC had pumping capacity problems related to low reservoir elevations
- TVA conducted an internal water availability analysis for Normandy Reservoir in 2022
- DRUC pumping facility upgrades are needed to meet reservoir drawdown needs for all uses
  - Estimated Cost of Upgrades: \$11 Million
- TDEC awarded an ARP grant for \$7.8 Million
- Provides a regional water supply in a short time: 3 to 4 years
  - Big bang for less dollars
  - No cost to you: money in the bank
- Implementing is environmentally friendly and supports resource protection
- Regional water supply approach, to improving use of Normandy Reservoir capacity, is “going down vs going up”

## Ask to Spring Hill BOMA

- Approve \$3 Million disbursement from the DRA Water Supply Project Trust to Duck River Utility Commission for their water-intake renovations in accordance with the agreement between DRA and DRUC



# **“Working Together Works”**

**doug@duckriveragency.org**



**RESOLUTION 24-172**

**A RESOLUTION TO CLOSE FISCHER PARK FOR THE 2024  
CAMPIN' IN THE PARK EVENT**

**WHEREAS**, the City of Spring Hill Parks and Recreation Department desires to hold a community camping event in Fischer Park September 21<sup>st</sup> – 22<sup>nd</sup> of 2024; and

**WHEREAS**, the 2024 Campin' In The Park event will be an overnight camping event; and

**WHEREAS**, the special event permit team met on July 9, 2024 to discuss the event; and

**WHEREAS**, the public safety representatives for the City of Spring Hill agree that the temporary closure of Fischer Park from dawn on September 21st through 9:00am on September 22<sup>nd</sup> for this event is in the best interest of those attending the event; and

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Mayor and Aldermen approves the temporary closure of Fischer Park from dawn on September 21st through 9:00am on September 22<sup>nd</sup> for the 2024 Campin' In The Park Event.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 5<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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



**REQUEST:** *Approval of Resolution 24-172*  
**SUBMITTED BY:** Kayce Williams, Director of Parks & Recreation  
**DATE:** July 21, 2024  
**RE:** Temporary closure of Fischer Park for the 2024 Campin' In The Park Event  
**ATTACHMENTS:** Resolution, Special Event Permit

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**PURPOSE:**

To approve the temporary closure of Fischer Park for the 2024 Campin' In The Park event from dawn on September 21<sup>st</sup> through 9:00am on September 22<sup>nd</sup>.

**BACKGROUND:**

We met with the event permit team about our 3<sup>rd</sup> annual camping event in Fischer Park on July 9th. The group agrees that closing the park for this event is still the safest course of action for the participants. The park would be closed all day on Saturday the 21<sup>st</sup> and would reopen on Sunday the 22<sup>nd</sup> at 9:00am. We will put signage up in the park well in advance of the event to notify the public.

Fire, PD, and EM will have a strong presence throughout the entirety of the event. We appreciate all of the coordinated efforts and participation from our fellow departments.

**FINANCIAL IMPACT:**

No additional funds outside of regular department operating budget.

**ACTION REQUIRED (INCLUDE DEADLINE /PRIORITY):**

BOMA approval.



## City of Spring Hill

Development Services Department

8060 Station Hill Road, Spring Hill, TN 37174



We are pleased to inform you that your request for a Special Event Permit was reviewed by the committee on Special Events, was approved. You are approved for a special event on September 20 - 22, 2024. The "Camping in the Park" event will be held at Fischer Park.

Thank you for interest in making Spring Hill a Great Place to live, visit and enjoy!

M. Dwayne Hicks  
Deputy Development Director



### CITY OF SPRING HILL

199 Town Center Parkway • Spring Hill, Tennessee 37174

931-486-2252

[www.springhilltn.org](http://www.springhilltn.org)

**RESOLUTION 24-173**

**A RESOLUTION TO APPROVE THE PURCHASE OF ONE PICK UP TRUCK FOR EMERGENCY MANAGEMENT DEPARTMENT THROUGH STATE CONTRACT**

**WHEREAS**, the City of Spring Emergency Management Department operates an agency that responds to major incidents within the city; and

**WHEREAS**; the Emergency Management Department has identified the need to replace a 2014 Explorer support vehicle that is currently assigned to the Emergency Management Department; and

**WHEREAS**; through an evaluation of the work of Emergency Management duties that involve preparing for, responding to, and recovering from natural and man-made disasters and also includes coordinating resources, planning and implementing emergency procedures, it is advantageous to move forward with this planned replacement; and

**WHEREAS**, the State Contract Vendor, Roberts Toyota, has a vehicle available that matches the required specifications outlined by the Emergency Management Department; and

**WHEREAS**, the Department wishes to place the retired vehicle (2014 Explorer – VIN 1FM5K8AR8EGB38018) on GOVDeals for disposal.

**NOW, THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen approve the purchase of one (1) Toyota Pick-Up Truck from Robert Toyota Motors under State of Tennessee Vehicle Contract SWC209 for a total price of \$39,521.00 and authorizes the Fire Department to dispose of the retired vehicle through online auction.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5th day of August 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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



**REQUEST:** *Approval of Resolution 24-173*  
**SUBMITTED BY:** Greg Boyd, Emergency Management Director  
**DATE:** August 5, 2024  
**RE:** One State Contract Toyota Tacoma Pickup Truck

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**PURPOSE:**

Purchase one (1) Pickup Truck under Tennessee State Contract

**BACKGROUND:**

In FY25 BOMA authorized funding for one (1) vehicle to replace the current 2014 Explorer that was purchased from state surplus when the Emergency Management Department was created in 2022.

**FINANCIAL IMPACT:**

State Contract pricing is \$39,521.00, leaving approximately \$10,479.00 of the \$50,000.00 allocated for the vehicle graphics, emergency lighting, radios and upfitting.

The existing vehicle being used will be sold on GovDeals.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 24-173 to purchase One (1) Toyota Tacoma under State Contract from Roberts Toyota Motors using Order Numbers CCQMNR and CCQMNS.

**VEHICLE BUYER'S ORDER**

Date: 07/16/2024

Buyer Name and Address	Co-Buyer Name and Address	Seller Name and Address
CITY OF SPRING HILL 199 TOWN CENTER PARKWAY SPRING HILL, TN 37174 Email: N/A Phone: (931)982-0961 Cell: N/A	Email: Phone: Cell:	ROBERTS TOYOTA 1027 Nashville Hwy Columbia, TN 38401 Salesperson: JON VESTRHEIM Deal Number: T88139

THIS BUYER'S ORDER IS  NEW  USED  CAR  TRUCK  DEMO  
FOR THE FOLLOWING  PERSONAL, FAMILY OR HOUSEHOLD  AGRICULTURAL  BUSINESS

Year	Make	Model	Type	Trim	Color	Mileage	Stock #	
2024	TOYOTA	TACOMA 4WD	SR DOUBLE CAB	Black Fabric	Underground	15	T88139	
TRADE IN RECORD 1				VIN	3 T Y L D 5 K N 7 R T 0 0 2 2 7 0			
YR.	MAKE	MODEL	TYPE	PRICE OF VEHICLE →			\$ 39,015.50	
COLOR	TRIM	MILEAGE		SELLER ACCESSORIES:				
VIN								
TITLE NO.	PLATE NO.	EXP. DATE						
OWNER	LOAN #							
LIENHOLDER	PHONE							
ADDRESS	SPOKE WITH							
AMOUNT	GOOD TILL	VERIFIED BY						
TRADE IN RECORD 2								
YR.	MAKE	MODEL	TYPE					
COLOR	TRIM	MILEAGE						
VIN								
TITLE NO.	PLATE NO.	EXP. DATE						
OWNER	LOAN #		SUB-TOTAL					
LIENHOLDER	PHONE		39,015.50					
ADDRESS	SPOKE WITH							
AMOUNT	GOOD TILL	VERIFIED BY						
COLLISION COVERAGE				PLUS: SELLER ADMINISTRATIVE FEE (The seller fee is for the recovery of administrative and overhead costs and profit.)				
NAME OF AGENT	PHONE		498.00					
ADDRESS			PRICE BEFORE TAXES					
POLICY NUMBER	COLLISION DEDUCTIBLE		39,513.50					
INSURANCE CO.	SPOKE WITH		TRADE-IN ALLOWANCE(S)					
EFFECTIVE DATE	EXP. DATE	VERIFIED BY		CASH PRICE OR TRADE DIFFERENCE				
07/16/2024				39,513.50				
<b>THIS AGREEMENT DOES NOT INCLUDE INSURANCE COVERAGE FOR BODILY INJURY AND/OR PROPERTY DAMAGE CAUSED TO OTHERS.</b>				PLUS: SALES AND USE TAX				
<b>NEGATIVE EQUITY</b>				PLUS: TAG, TITLE, AND REGISTRATION FEE				
Buyer is aware the balance owed on Buyer's trade-in exceeds the trade-in allowance offered by Seller. Accordingly, Buyer understands				7.50				
that 0.00 will be paid off on Buyer's behalf to				TIRE ENVIRONMENTAL FEE				
N/A and this amount is				PLUS: OPTIONAL EXPEDITED TAG SERVICE FEE PAID TO SELLER				
included when computing the "balance due."				BUSINESS TAX				
Overall allowance on Trade-in: Seller may have permitted Buyer, as a trade-in credit, an amount in excess of the actual cash value of the vehicle traded in, if any, on this sale. This is a process of reducing the purchase price. In the event this transaction is cancelled, the only amount Buyer shall be entitled to be compensated for the trade-in vehicle is its actual cash value at the time of this transaction.				N/A				
				PLUS: PAYOFF ON TRADE VEHICLE(S)				
				TOTAL BALANCE				
				39,521.00				
				LESS INITIAL PAYMENT/CASH DOWN				
				N/A				
				LESS REBATE/FACTORY INCENTIVE				
				N/A				
				BALANCE DUE				
				\$ 39,521.00				

**LAW** FORM NO. LAWTN-BOARB19 9 (Rev. 8/19)  
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Buyer Initials \_\_\_\_\_ Co-Buyer Initials \_\_\_\_\_ Page 1 of 4

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.



**Roberts Toyota**

1027 Nashville Highway  
Columbia TN 38401  
931-388-3006

## 2024 Tacoma

Tacoma SR



**Model:** 2024 Tacoma SR 2.4L 4-Cyl. Turbo Engine 4-Wheel Drive 5-ft. bed Double Cab 7594A

**VIN:** 3TYLD5KN7RT002270

**Stock:** T88139

**Engine:** i-FORCE 2.4L 4-Cyl. Turbo Engine

**Transmission:** 8-Speed Automatic Transmission

**EXTERIOR**  
Underground

**INTERIOR**  
Black Fabric

### PRICE

Base MSRP *	\$36,900.00
Factory Installed Packages & Accessories	\$130.00
Port Installed Packages & Accessories	\$159.00
Delivery Processing and Handling	\$1,495.00

**Total Advertised Price \$38,684.00**

### FUEL ECONOMY



### INSTALLED PACKAGES & ACCESSORIES

<b>Deck Rail + Cleats</b> Deck rail system with four adjustable tie-down cleats and fixed cargo bed tie-down points.	FIO	\$70.00
<b>50 State Emissions</b>	FIO	\$0.00
<b>Mudguards</b>	FIO	\$60.00
<b>Tailgate Insert - Gunmetal</b> Tailgate inserts emphasize the Tacoma stamp in the tailgate and are an easy way to customize the look of your truck. Individual letters strongly adhere into the stamped tailgate logo. •Attached with strong adhesive backing •Three colors available, bright chrome, flat black, or gun metal.	PIO	\$89.00
<b>Quick Charging Cable Package</b> Features automotive grade quality USB charging cables, a convenient way to have your smart devices charged while on the go. Includes: • 1-Apple Lightning to USB-A Cable - 3' • 1-Apple Lightning to USB-C Cable - 3' • 1-USB-C to USB-A Cable - 3' • 1-USB-C to USB-C Cable - 3'.	PIO	\$70.00
<b>Total Optional Equipment</b>		\$289.00
<b>Vehicle Base Model</b>		\$36,900.00
<b>Delivery Processing and Handling</b>		\$1,495.00

2024 TOYOTA Tacoma SR - 3TYLD5KN7RT002270

## FEATURES

### Mechanical & Performance

- Powertrain: i-FORCE 2.4L turbocharged inline-4 engine
- Drivetrain: 4WDemand part-time 4-Wheel Drive with electronically controlled 2-speed transfer case (high/low range) and Active Traction Control (A-TRAC)
- Suspension: Independent double-wishbone front suspension; leaf spring rear suspension
- Engine: i-FORCE 2.4L 4-Cyl. Turbo Engine
- Weight Rating: 6005 lbs
- Transmission: 8-speed Electronically Controlled automatic Transmission with intelligence (ECT-i), sequential shift mode, and uphill/downhill shift logic
- Air Intake: Twin scroll turbocharger with wastegate valve control and air-cooled intercooler
- Stabilizer: Front stabilizer
- 8-Speed Automatic Transmission

### Exterior

- 17-in styled alloy wheels
- Four fixed cargo bed tie-down points
- 5-ft. bed
- LED headlights with Daytime Running Lights (DRL), auto on/off feature and manual leveling adjustment

### Exterior Dimensions

- Overall length 213
- Overall height 73.8
- Inside bed length 60.3
- Inside bed width (at tailgate) 53
- Inside bed width (between wheelwells) 44.7
- Overall width 76.9
- Wheelbase 131.9
- Inside bed depth 21.2
- Inside bed width (at accessory rail) 56.4

### Interior

- Smart Key System on driver door with Push Button Start
- Fabric-trimmed seats; 6-way manually adjustable driver and front passenger seats with 2-way manually adjustable lumbar support on driver's seat only
- 60/40 split, folding rear seat with under and behind seat storage
- Manual day/night rearview mirror
- Polyurethane manual tilt/telescopic steering wheel with phone, audio, display/infotainment, and Driver Assist controls

### Audio Multimedia

- 8-in. Audio Multimedia Display with 6-speaker audio system, wireless Apple CarPlay® & Android Auto™ compatibility, SiriusXM® 3-month trial subscription. See [toyota.com/connected-services](http://toyota.com/connected-services) for details. S

### ToyotaCare

- No cost maintenance \$0 (No Cost)
- 24-hour Roadside Assistance \$0 (No Cost)

### Safety & Convenience

- Toyota Safety Sense™ 3.0 —Pre-Collision System with Pedestrian Detection, Proactive Driving Assist, Lane Departure Alert with Steering Assist, Automatic High Beams, Road Sign Assist, and Full-Speed Range Dynamic Radar Cruise Control
- Electric Power Steering (EPS) and power-assisted rack-and-pinion with an Electronic Parking Brake (EPB)
- Class-IV towing hitch receiver and wiring harness with 7-pin/4-pin connector
- Backup Guide Monitor
- Lightweight "TACOMA" stamped tailgate

### Connected Services

- Remote Connect — remotely interact with your vehicle through the Toyota app via your smartwatch. Depending on grade, allows you to lock/unlock doors, start and stop the vehicle, locate your last parked location, check vehicle status and monitor guest drivers. Subscription required after trial. 4G network dependent.
- Wi-Fi Connect — includes AT&T Wi-Fi hotspot and Integrated Streaming (Apple Music® and Amazon Music) compatibility. Subscription required after trial. 4G network dependent. Up to 30-day/3 GB trial subscription
- Service Connect — receive personalized maintenance updates

**2024 TOYOTA Tacoma SR - 3TYLD5KN7RT002270**

- 1-year trial subscription
- Safety Connect® — includes Emergency Assistance Button, Enhanced Roadside Assistance, Automatic Collision Notification and Stolen Vehicle Locator. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription
- Drive Connect — includes Cloud Navigation with Google Points of Interest (POI) data, Intelligent Assistant with Hey, Toyota, and Destination Assist. Subscription required after trial. 4G network dependent. Capable, subscription required

and vehicle health reports. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription

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\* Base MSRP excludes manufacturer, distributor and dealer options, taxes, title and license and dealer fees and charges. Also excludes the Delivery, Processing and Handling of \$1,095 for Cars (Corolla, Corolla HV, Corolla HB, GR Corolla, Camry, Camry HV, Prius, Prius Prime, Toyota Crown, Mirai, GR86, GR Supra), \$1,350 for Entry SUV/Small SUV (Corolla Cross, Corolla Cross HV, RAV4, RAV4 HV, RAV4 Prime, bZ4X), \$1,395 for Mid SUV/Van (4Runner, Venza, Highlander, Highlander HV, Grand Highlander, Grand Highlander HV, Sienna, Land Cruiser, Toyota Crown Signia), \$1,495 for Small Pickup (Tacoma), \$1,850 for Large Pickup/Large SUV (Tundra, Tundra HV, Sequoia). (Historically, vehicle manufacturers and distributors have charged a separate fee for processing, handling and delivering vehicles to dealerships. Toyota's charge for these services is called the "Delivery, Processing and Handling" and is based on the value of the processing, handling and delivery services Toyota provides as well as Toyota's overall pricing structure and may be subject to change at any time. Toyota may make a profit on the Delivery, Processing and Handling.) The Delivery, Processing and Handling in AL, AR, FL, GA, LA, MS, NC, OK, SC and TX may vary. The published prices do not apply to Puerto Rico and the U.S. Virgin Islands. Dealer price will vary.

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

Disclaimer: This document is not meant to replace or substitute the actual window sticker on the vehicle. Toyota Motor Sales, U.S.A., Inc. is not responsible and disclaims any liability for inaccuracies. Please contact your dealer with any questions or if you require additional information.

**RESOLUTION 24-174**

**A RESOLUTION TO AUTHORIZE STREETS REPAVING UNDER THE ANNUAL CONTRACTS FOR FY 2025**

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

**WHEREAS**, City staff recommends the following streets be repaved as needed under FY 2025 budget year, paid from the budgeted funds in State Street Aid Fund and the General Fund which includes a 10% contingency for a grand total of \$3,844,983.73; and

Wakefield – repaving (est.)	\$ 465,038.50
Lexington Farms – repaving (est.)	\$ 187,512.75
Spring Meadow – repaving (est.)	\$ 68,091.75
Tanyard Springs – repaving (est.)	\$ 269,754.00
Newport Crossing – repaving (est.)	\$ 737,573.00
Rutherford Place – repaving (est.)	\$ 142,487.00
Winter Park – repaving (est.)	\$ 150,178.75
Maplelawn – repaving (est.)	\$ 120,446.25
Tom Lunn Road – repaving (est.)	\$ 509,798.00
Mahlon Moore Road – repaving (est.)	\$ 226,279.75
Mitchum Rd – repaving (est.)	\$ 279,477.00
Royal Park Rd – repaving (est.)	\$ 207,892.75
Weaver Farms – repaving (est.)	<u>\$ 130,910.25</u>
<b>TOTAL</b>	<b>\$3,495,439.75</b>
<b>10% - Contingency</b>	<b><u>\$ 349,543.98</u></b>
<b>GRAND TOTAL</b>	<b>\$3,844,983.73</b>

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

**WHEREAS**, City staff has presented and received a favorable recommendation from the City’s Transportation Advisory Committee on July 15, 2024.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen, authorizes streets repaving, as detailed, under the annual paving contract Rogers Group for FY 2025 and approves Resolution 24-174.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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



**REQUEST:**        **Approval of Resolution 24-174, FY25 paving projects**  
**SUBMITTED BY:** Tyler Scroggins, Public Works Director  
**DATE:**             August 5, 2024  
**RE:**                 FY25 Paving Project  
**Attachments:**    Quote and Maps

**BACKGROUND:**

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

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

Staff presented quotes from Rogers Group for the paving of the streets below to the Transportation Advisory Committee on July 15, 2024, and received a favorable recommendation. Staff proposes the following streets be paved in FY2024-2025 utilizing Rogers Group (currently under an asphalt contract with the city).

Wakefield – repaving (est.)	\$ 465,038.50
Lexington Farms – repaving (est.)	\$ 187,512.75
Spring Meadow – repaving (est.)	\$ 68,091.75
Tanyard Springs – repaving (est.)	\$ 269,754.00
Newport Crossing – repaving (est.)	\$ 737,573.00
Rutherford Place – repaving (est.)	\$ 142,487.00
Winter Park – repaving (est.)	\$ 150,178.75
Maplelawn – repaving (est.)	\$ 120,446.25
Tom Lunn Road – repaving (est.)	\$ 509,798.00
Mahlon Moore Road – repaving (est.)	\$ 226,279.75
Mitchum Rd – repaving (est.)	\$ 279,477.00
Royal Park Rd – repaving (est.)	\$ 207,892.75
Weaver Farms – repaving (est.)	<u>\$ 130,910.25</u>
<b>TOTAL</b>	<b><u>\$3,495,439.75</u></b>
<b>10% - Contingency</b>	<b><u>\$ 349,543.98</u></b>
<b>GRAND TOTAL</b>	<b><u>\$3,844,983.73</u></b>



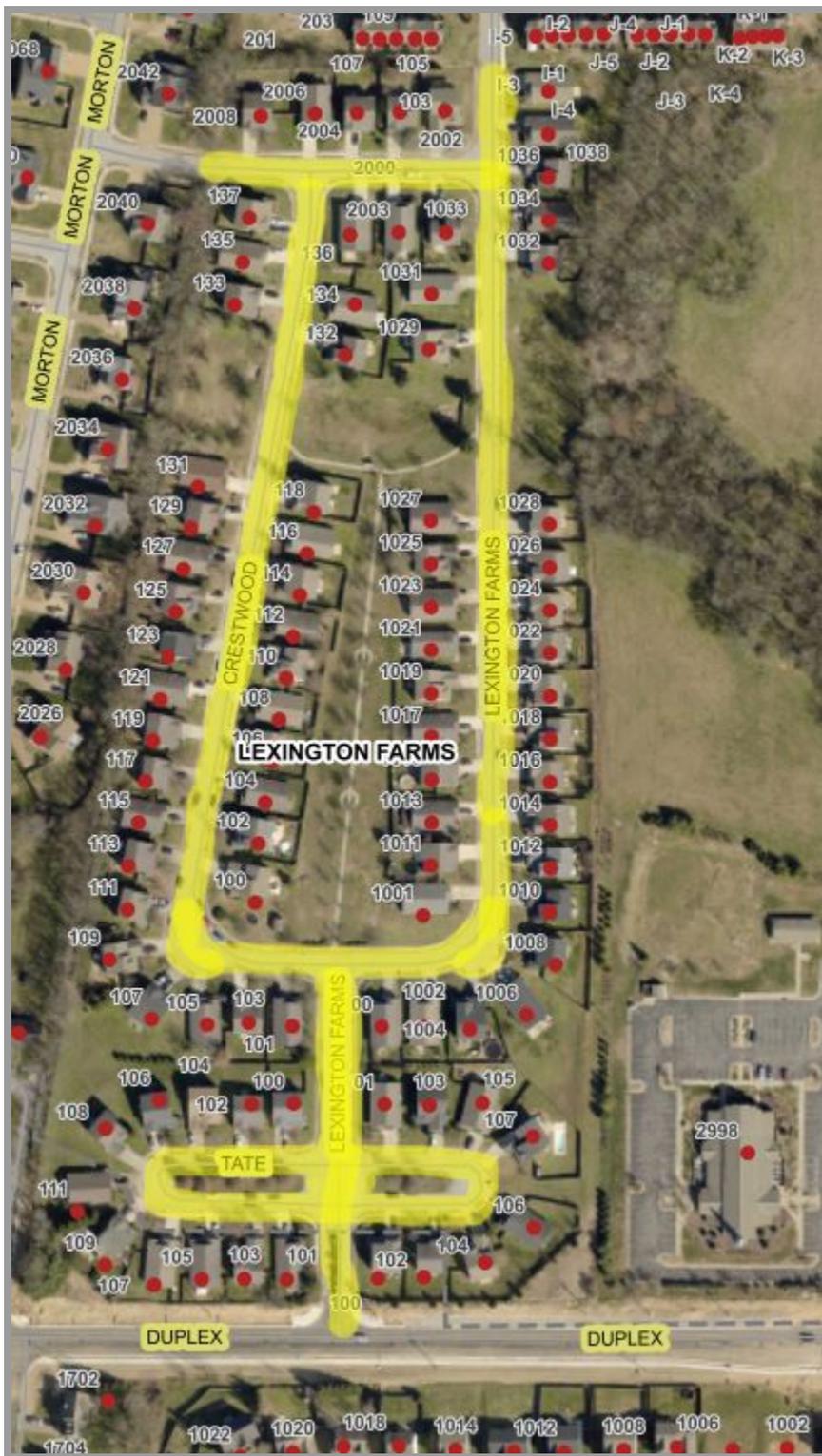
Any remaining funds will be used for miscellaneous paving projects that need to be repaired throughout FY2024-2025.

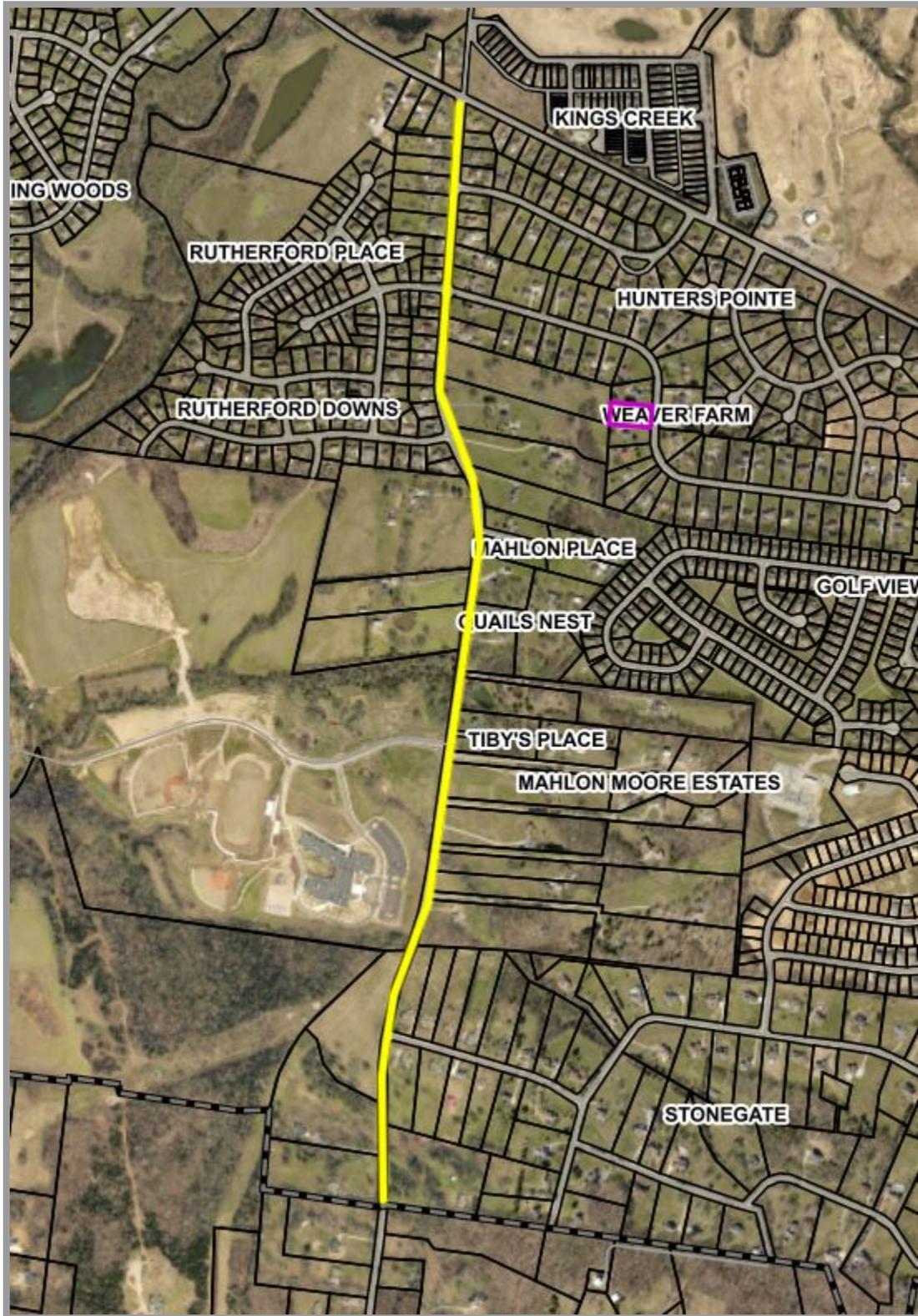
**FINANCIAL IMPACT:**

A total of \$2,300,000.00 is budgeted for repairs and maintenance of roads and streets in State Street Aid (121-43190-52681) and \$5,987,963.00 in General Fund (110-43110-52681).

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 24-174 for the proposed paving projects for FY 25.











# Proposal

**PROJECT**

**DATE**

SHCS Fall 24 / Spring 25

07/02/2024

\*Prices Valid for thirty (30) days.

Rogers Group, Inc.  
 992 Baker Road  
 Columbia, TN 38401  
 931-982-4305  
 Jon.wallace@rogersgroupinc.com

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

Bid Item	Description	Quantity	UOM	Unit Price	Ext Price
1010	CASTING ADJUSTMENTS	3.000	EA	\$ 250.00	\$ 750.00
1020	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	34,246.000	SY	\$ 4.75	\$162,668.50
1030	BIT. MATERIAL (TRACKLESS TACK)	14.600	TN	\$ 700.00	\$10,220.00
1040	1.5" E-MIX SURFACE	3,100.000	TN	\$ 94.00	\$291,400.00
<b>WAKEFIELD</b>					<b>\$465,038.50</b>
1050	CASTING ADJUSTMENTS	3.000	EA	\$ 250.00	\$ 750.00
1060	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	13,721.000	SY	\$ 4.75	\$65,174.75
1070	BIT. MATERIAL (TRACKLESS TACK)	5.840	TN	\$ 700.00	\$4,088.00
1080	1.5" E-MIX SURFACE	1,250.000	TN	\$ 94.00	\$117,500.00
<b>LEXINGTON FARMS</b>					<b>\$187,512.75</b>
1090	CASTING ADJUSTMENTS	3.000	EA	\$ 250.00	\$ 750.00
1100	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	4,961.000	SY	\$ 4.75	\$23,564.75
1110	BIT. MATERIAL (TRACKLESS TACK)	2.110	TN	\$ 700.00	\$1,477.00
1120	1.5" E-MIX SURFACE	450.000	TN	\$ 94.00	\$42,300.00
<b>SPRING MEADOW</b>					<b>\$68,091.75</b>
1130	CASTING ADJUSTMENTS	3.000	EA	\$ 250.00	\$ 750.00
1140	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	19,772.000	SY	\$ 4.75	\$93,917.00
1150	BIT. MATERIAL (TRACKLESS TACK)	8.410	TN	\$ 700.00	\$5,887.00

1160	1.5" E-MIX SURFACE	1,800.000	TN	\$ 94.00	\$169,200.00
<b>TANYARD SPRINGS</b>					<b>\$269,754.00</b>
1170	CASTING ADJUSTMENTS	3.000	EA	\$ 250.00	\$ 750.00
1180	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	54,720.000	SY	\$ 4.75	\$259,920.00
1190	BIT. MATERIAL (TRACKLESS TACK)	23.290	TN	\$ 700.00	\$16,303.00
1200	1.5" E-MIX SURFACE	4,900.000	TN	\$ 94.00	\$460,600.00
<b>NEWPORT CROSSING</b>					<b>\$737,573.00</b>
1210	CASTING ADJUSTMENTS	3.000	EA	\$ 250.00	\$ 750.00
1220	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	10,388.000	SY	\$ 4.75	\$49,343.00
1230	BIT. MATERIAL (TRACKLESS TACK)	4.420	TN	\$ 700.00	\$3,094.00
1240	1.5" E-MIX SURFACE	950.000	TN	\$ 94.00	\$89,300.00
<b>RUTHERFORD PLACE</b>					<b>\$142,487.00</b>
1250	CASTING ADJUSTMENTS	3.000	EA	\$ 250.00	\$ 750.00
1260	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	10,981.000	SY	\$ 4.75	\$52,159.75
1270	BIT. MATERIAL (TRACKLESS TACK)	4.670	TN	\$ 700.00	\$3,269.00
1280	1.5" E-MIX SURFACE	1,000.000	TN	\$ 94.00	\$94,000.00
<b>WINTER PARK</b>					<b>\$150,178.75</b>
1290	CASTING ADJUSTMENTS	3.000	EA	\$ 250.00	\$ 750.00
1300	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	8,815.000	SY	\$ 4.75	\$41,871.25
1310	BIT. MATERIAL (TRACKLESS TACK)	3.750	TN	\$ 700.00	\$2,625.00
1320	1.5" E-MIX SURFACE	800.000	TN	\$ 94.00	\$75,200.00
<b>MAPLELAWN</b>					<b>\$120,446.25</b>
1330	CASTING ADJUSTMENTS	3.000	EA	\$ 250.00	\$ 750.00
1335	3" BM BINDER FOR LEVEL AND WIDENING	3,400.000	TN	\$ 82.00	\$278,800.00
1340	COLD PLANING, 1.5" DEPTH (INCL. CLEANUP&HAUL)	4,400.000	SY	\$ 4.75	\$20,900.00
1345	WIDEN AND GRADE SHOULDERS	19,414.000	SY	\$ 2.00	\$38,828.00
1350	BIT. MATERIAL (TRACKLESS TACK)	8.600	TN	\$ 700.00	\$6,020.00
1360	1.5" E-MIX SURFACE	1,750.000	TN	\$ 94.00	\$164,500.00
<b>TOM LUNN RD</b>					<b>\$509,798.00</b>
1370	CASTING ADJUSTMENTS	3.000	EA	\$ 250.00	\$ 750.00
1380	COLD PLANING 1.5" DEPTH	16,745.000	SY	\$ 4.75	\$79,538.75

	(INCL.CLEANUP&HAUL)				
1390	BIT. MATERIAL (TRACKLESS TACK)	7.130	TN	\$ 700.00	\$4,991.00
1400	1.5" E-MIX SURFACE	1,500.000	TN	\$ 94.00	\$141,000.00
<b>MAHLON MOORE RD</b>					<b>\$226,279.75</b>
1410	PREP / GRADE EXISTING (MITCHUM)	12,977.000	SY	\$ 1.00	\$12,977.00
1420	4" BM BINDER	3,250.000	TN	\$ 82.00	\$266,500.00
<b>MITCHUM RD</b>					<b>\$279,477.00</b>
1450	CASTING ADJUSTMENTS	3.000	EA	\$ 250.00	\$ 750.00
1460	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	14,965.000	SY	\$ 4.75	\$71,083.75
1470	BIT. MATERIAL (TRACKLESS TACK)	6.370	TN	\$ 700.00	\$4,459.00
1480	1.5" E-MIX SURFACE	1,400.000	TN	\$ 94.00	\$131,600.00
<b>ROYAL PARK RD</b>					<b>\$207,892.75</b>
1490	CASTING ADJUSTMENTS	3.000	EA	\$ 250.00	\$ 750.00
1500	COLD PLANING 1.5" DEPTH (INCL.CLEANUP&HAUL)	9,491.000	SY	\$ 4.75	\$45,082.25
1510	BIT. MATERIAL (TRACKLESS TACK)	4.040	TN	\$ 700.00	\$2,828.00
1520	1.5" E-MIX SURFACE	875.000	TN	\$ 94.00	\$82,250.00
<b>WEAVER FARMS</b>					<b>\$130,910.25</b>
<b>Grand Total:</b>					<b>\$3,495,439.75</b>

<p><b>Special Conditions:</b></p> <ol style="list-style-type: none"> <li>1. Price includes mobilizations as shown. Invoice will be based on actual number of mobilizations.</li> <li>2. Temporary traffic control using flaggers, where necessary, is included in our price.</li> <li>3. Flagging included for RGI scope of work only.</li> <li>4. Price does not include cost for permits, inspections by governing authorities, bonding, removal, demo, excavation, layout, engineering, backfill, nor anything unstated above.</li> <li>5. Price does not include undercutting of subgrade due to failure.</li> <li>6. No permanent traffic control is included in our price.</li> <li>7. Price does not include elevation adjustments to manholes, inlets, valve boxes, nor any other utility.</li> <li>8. This quote does not include street signage unless otherwise stated in the proposal.</li> <li>9. This quote does not include temporary or permanent striping unless otherwise stated in the proposal.</li> <li>10. Any budgetary pricing is based on current AC index, fuel, equipment, and labor rates. Prior to material placement, price shall be updated based on current monthly rates.</li> <li>11. The asphalt paving industry recommends grade for proper drainage of asphalt surface is at least 2%. Designed grades of less than 2% will increase chances of water ponding, and RGI will not guarantee</li> <li>12. If GPS machine control is required, all required files for Trimble shall be provided to Rogers Group, Inc at no cost.</li> <li>13. Price is based on all work to be done during 2024 construction season.</li> </ol>
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14. Rogers Group, Inc. will do no paving work in January or February of any year.
15. After pavement placement and acceptance, RGI will not be responsible for failures caused by the construction activities of others.
16. Price is based on Unit Price contract, payable per ticketed ton or as measured in the field.
17. This proposal shall be included in any contract signed by Rogers Group, Inc.
18. Price given above is based on mutually agreeable contract between Rogers Group, Inc. and General Contractor / Owner
19. TDOT Special Provision 109B for Bituminous Adjustment is in effect for this proposal. Any and all paving scope adjustments shall be paid to RGI as such. Proposal "Basic Bituminous Index" price is:
- 20.
21. Price includes mobilizations as shown. Invoice will be based on actual number of mobilizations.
22. Temporary traffic control using flaggers, where necessary, is included in our price.
23. Price includes prime & chip
24. Flagging included for RGI scope of work only.
25. Price does not include cost for permits, inspections by governing authorities, bonding, removal, demo, excavation, layout, engineering, backfill, nor anything unstated above.
26. Price does not include undercutting of subgrade due to failure.
27. No permanent traffic control is included in our price.
28. Price does not include elevation adjustments to manholes, inlets, valve boxes, nor any other utility.
29. This quote does not include street signage unless otherwise stated in the proposal.
30. This quote does not include temporary or permanent striping unless otherwise stated in the proposal.
31. Any budgetary pricing is based on current AC index, fuel, equipment, and labor rates. Prior to material placement, price shall be updated based on current monthly rates.
32. The asphalt paving industry recommends grade for proper drainage of asphalt surface is at least 2%. Designed grades of less than 2% will increase chances of water ponding, and RGI will not guarantee
33. If GPS machine control is required, all required files for Trimble shall be provided to Rogers Group, Inc at no cost.
34. Price is based on all work to be done during 2024 construction season.
35. Rogers Group, Inc. will do no paving work in January or February of any year.
36. Subgrade, by others, shall be within +/- .1' and accepted by RGI prior to starting work.
37. Price is based on pavement placed directly following placement of base stone with all phases / work areas ready for stone upon mobilization.
38. After pavement placement and acceptance, RGI will not be responsible for failures caused by the construction activities of others.
39. Price is based on Unit Price contract, payable per ticketed ton or as measured in the field.
40. Rogers Group, Inc requires 2' offset stakes every 25 feet with grades before mobilization to the project. RGI will layout it's work off these stakes.
41. This proposal shall be included in any contract signed by Rogers Group, Inc.
42. Price given above is based on mutually agreeable contract between Rogers Group, Inc. and General Contractor / Owner
43. Rogers Group, Inc. will not pave on any other base stone other than RGI-produced stone.
44. TDOT Special Provision 109B for Bituminous Adjustment is in effect for this proposal. Any and all paving scope adjustments shall be paid to RGI as such. Proposal "Basic Bituminous Index" price is:
45. Rogers Group will not place surface course on areas where sediment filter bags are still in use in drains, catch basins, and other drainage structures.

[Empty rectangular box]

Quotation prepared by: Alex Jones

To accept this quotation, sign here and return: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## TERMS & CONDITIONS

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

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

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

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

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

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

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

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

















**RESOLUTION 24-175**

**A RESOLUTION TO AUTHORIZE STREET STRIPING UNDER THE ANNUAL CONTRACTS FOR FY 2025**

**WHEREAS**, the City of Spring Hill Board of Mayor and Alderman previously approved the selection of Kerr Brothers for the annual street striping contract; and

**WHEREAS**, City staff recommends the following streets be striped and/or restriped under FY 2025 budget year, paid from the budgeted funds in General Fund (\$91,156.40); and

Buckner Road (from Main Street to Buckner Lane)	\$ 52,020.00
Royal Park Boulevard (from Kedron Road to Timberline Drive)	\$ 11,636.40
Mahlon Moore Road	<u>\$ 27,500.00</u>
<b>TOTAL</b>	<b>\$91,156.40</b>

**WHEREAS**, the striping expenses will be paid from General Fund 110-43110-52681; and

**WHEREAS**, City staff has presented and received a favorable recommendation from the City’s Transportation Advisory Committee on July 15, 2024.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen, authorizes streets striping, as detailed, under the annual striping contract with Kerr Brothers for FY 2025 and approves Resolution 24-175.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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



**REQUEST:**        **Approval of Resolution 24-175**

**SUBMITTED BY:** Tyler Scroggins, Public Works Director

**DATE:**            August 5, 2024

**RE:**                **To authorize the striping of Royal Park Boulevard (from  
Kedron Road to Timberline Drive), Buckner Road (from Main  
Street to Buckner Lane), and Mahlon Moore Road**

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**PURPOSE:**

The purpose of this resolution is to approve the striping of Royal Park Boulevard, Buckner Road, and Mahlon Moore Road.

**BACKGROUND:**

Staff presented quotes from Kerr Brothers for the striping of Royal Park Boulevard and Mahlon Moore Road and the restriping of Buckner Road to the Transportation Advisory Committee on July 15, 2024 and received a favorable recommendation. The total costs for the striping will be \$91,156.40 and is budgeted for in the Streets budget (110-43110-52681).

**STAFF RECOMMENDATION:**

Staff recommends the striping of Royal Park Boulevard, Buckner Road and Mahlon Moore Road for a total cost of \$91,156.40.



935 3<sup>RD</sup> Ave. S  
Nashville, TN 37210  
Phone: 615-255-8614  
Fax: 615-242-5404

# PROPOSAL

Proposal created for: CITY OF SPRING HILL		Job Name: CITY OF SPRING HILL	
Address ATTN: TYLER SCROGGINS		Job address: MAHLON ROAD	
City, State Zip		City, State Zip:	
Phone 931-486-2252	Fax	Date Submitted 7/3/24	

The following price is to layout & stripe with temp paint & thermoplastic as per plans.

<u>MAHLON MOORE ROAD</u>			
ITEM# 716-02.01	Plastic Pvmt Mrkg (4" LINE)		
	5 LM @ \$ 5,280.00	LM	\$ 26,400.00
ITEM# 716-02.05	Plastic Pvmt Mrkg (STOP LINE)		
	55 LF @ \$ 20.00	LF	\$ 1,100.00
ITEM# 716-05.01	Painted Pvmt Mrkg (4" LINE)		
	5 LM @ \$ 1,200.00	LM	\$ 6,000.00
ITEM# 716-05.05	Painted Pvmt Mrkg (STOP LINE)		
	55 LM @ \$ 10.00	LF	\$ 550.00
			<u>\$ 27,500.00</u>

We hereby propose to furnish material and labor in accordance to the above specifications, for the sum of: \$ \_\_\_\_\_

Payment to be made as follows: \_\_\_\_\_

Net Upon Completion 10 Days

**Acceptance of Proposal** – The above specifications, prices and conditions are acceptable. I hereby authorize all work as specified. Payment to be remitted as outlined above.

Proposal valid for  days.

ACCEPTANCE SIGNATURE \_\_\_\_\_

Authorized Signature ROBBY MALLORY	Date 7/3/24
---------------------------------------	----------------



935 3<sup>RD</sup> Ave. S  
 Nashville, TN 37210  
 Phone: 615-255-8614  
 Fax: 615-242-5404

# PROPOSAL

Proposal created for: CITY OF SPRING HILL		Job Name: ROYAL PARK BOULEVARD	
Address ATTN: TYLER SCROGGINS		Job address: KEDRON ROAD – TIMBERLINE DRIVE	
City, State Zip		City, State Zip:	
Phone 931-486-2252	Fax	Date Submitted 7/3/24	

The following price is to layout & stripe with temp paint & thermoplastic as per plans.

<u>ROYAL PARK BOULEVARD</u>			
ITEM# 716-02.01	Plastic Pvmt Mrkg (4" LINE)		
	1.63 LF @ \$ 5,280.00	LF	\$ 8,606.40
ITEM# 716-02.04	Plastic Pvmt Mrkg (CHANNELIZATION)		
	51 SY @ \$ 30.00	SY	\$ 1,530.00
ITEM# 716-02.05	Plastic Pvmt Mrkg (STOP LINE)		
	35 LF @ \$ 20.00	LF	\$ 700.00
ITEM# 716-02.06	Plastic Pvmt Mrkg (TURN LANE ARROW)		
	4 EA @ \$ 200.00	EA	\$ 800.00
			<u>\$ 11,636.40</u>

**NOTE: ONE MOBILIZATION INCLUDED. ANY EXTRAS WILL BE \$600.00 FOR PAINT CREW & \$1,200.00 FOR THERMO CREW.**

We hereby propose to furnish material and labor in accordance to the above specifications, for the sum of: \$ \_\_\_\_\_

Payment to be made as follows: \_\_\_\_\_  
 Net Upon Completion 10 Days

**Acceptance of Proposal** – The above specifications, prices and conditions are acceptable. I hereby authorize all work as specified. Payment to be remitted as outlined above.

Proposal valid for  days.

ACCEPTANCE SIGNATURE \_\_\_\_\_

Authorized Signature ROBBY MALLORY	Date 7/3/24
---------------------------------------	----------------



935 3<sup>RD</sup> Ave. S  
 Nashville, TN 37210  
 Phone: 615-255-8614  
 Fax: 615-242-5404

# PROPOSAL

*Refresh*

Proposal created for: CITY OF SPRING HILL		Job Name: BUCKNER ROAD	
Address ATTN: TYLER SCROGGINS		Job address: MAIN STREET – BUCKNER LANE	
City, State Zip		City, State Zip:	
Phone 931-486-2252	Fax	Date Submitted 7/3/24	

The following price is to layout & stripe with temp paint & thermo plastic as per plans.

<b>BUCKNER ROAD</b>			
ITEM# 716-02.01	Plastic Pvmt Mrkg (4" LINE)		
	8.5 LM @ \$ 5,280.00	LM	\$ 44,880.00
ITEM# 716-02.04	Plastic Pvmt Mrkg (CHANNELIZATION)		
	48 SY @ \$ 30.00	SY	\$ 1,440.00
ITEM# 716-02.05	Plastic Pvmt Mrkg (STOP LINE)		
	65 LF @ \$ 20.00	LF	\$ 1,300.00
ITEM# 716-02.06	Plastic Pvmt Mrkg (TURN LANE ARROW)		
	16 EA @ \$ 200.00	EA	\$ 3,200.00
ITEM# 716-04.05	Plastic Pvmt Mrkg (STRAIGHT ARROW)		
	6 EA @ \$ 200.00	EA	\$ 1,200.00
			<u>\$ 52,020.00</u>

We hereby propose to furnish material and labor in accordance to the above specifications, for the sum of: \$

Payment to be made as follows:

Net Upon Completion 10 Days

**Acceptance of Proposal** – The above specifications, prices and conditions are acceptable. I hereby authorize all work as specified. Payment to be remitted as outlined above.

Proposal valid for  days.

ACCEPTANCE SIGNATURE \_\_\_\_\_

Authorized Signature

Date

ROBBY MALLORY

7/3/24

**RESOLUTION 24-176**

**A RESOLUTION TO APPROVE THE RENEWAL PAYMENT FOR FLOCK LICENSE PLATE RECOGNITION CAMERAS, LPR, FOR THE POLICE DEPARTMENT**

**WHEREAS**, the Spring Hill Police Department utilizes the Flock Safety LPR camera system to alert on vehicle license plates that are on the NCIC hot list; and

**WHEREAS**, the annual renewal payment to Flock Safety is currently \$27,989.73; and

**WHEREAS**, the Spring Hill Police Department request authorization to continue utilizing Flock LPR and to submit the annual renewal payment; and

**WHEREAS**, funding for the Flock LPR is budgeted in the FY budget 2024-2025.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Alderman approves the annual renewal payment of \$27,989.73 to Flock Safety for the License Plate Recognition camera system.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**RESOLUTION 24-177**

**A RESOLUTION TO APPROVE BLANKET PURCHASE ORDERS FOR HUMAN RESOURCES DEPARTMENT FOR FISCAL YEAR 2024-2025**

**WHEREAS**, the City of Spring Hill adopted the 2024-2025 fiscal year budget per Ordinance 24-12 in June 2024; and

**WHEREAS**, certain routine budgeted operational expenditures and expenses require purchase orders for a total cost exceeding \$1,000 for which are vendors under contract, purchased from Sourcewell or are sole-source vendors; and

**WHEREAS**, City staff issues blanket purchase orders for such purchases as anticipated throughout the fiscal year; and

**WHEREAS**, effective date of this resolution will be July 1, 2024.

**NOW, THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen approves purchases and blanket purchase orders for Human Resources Department as listed on Exhibit A, attached hereto.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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

**EXHIBIT A**

**CITY OF SPRING HILL - HUMAN RESOURCES DEPARTMENT  
BLANKET PURCHASE ORDERS - FY 25**

<b>FUND</b>	<b>DIVISION</b>	<b>OBJECT</b>	<b>DIVISION NAME</b>	<b>G/L NAME</b>	<b>VENDOR #</b>	<b>VENDOR NAME</b>	<b>AMOUNT</b>
Various	Various	51421	Various	Health Insurance	10008	State of Tennessee	\$5,000,000.00
Various	Various	51421	Various	Health Insurance	2828	Cigna/New York Life	\$74,500.00
Various	Various	51421	Various	Health Insurance	9971	Optum Financial	\$250,000.00

**RESOLUTION 24-178**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN THE CONTRACT WITH TDOT FOR GLOBAL NAVIGATION SATELLITE SYSTEM NETWORK FOR THE UTILITY AND DEVELOPMENT SERVICES DEPARTMENT**

**WHEREAS**, the City of Spring Hill currently utilizes TDOT Global navigation satellite system, GNSS, network for Coordinate accuracy within GIS mapping; and

**WHEREAS**, the city has a need for addition contracts for the GNSS system to ensure accuracy of GIS coordinates; and

**WHEREAS**, TDOT requires a 5-year contract for access at a total budgeted cost of \$4,850.00.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen authorizes the Mayor of Spring Hill, TN to sign the contract for GNSS Network connection

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 5<sup>th</sup> day of August 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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



**REQUEST:**        **Approval of Resolution 24-178**  
**SUBMITTED BY:**   **Jessica Weaver, Utility Director**  
**DATE:**            **August 5<sup>th</sup>, 2024**  
**RE:**                **To Authorize the mayor to sign the TDOT Global Navigation Satellite System contract for the Utility and Development Services Departments EOS GPS Unit**

**ATTACHMENTS:**

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**PURPOSE:**

To approve Resolution 24-178 to TDOT Global Navigation Satellite System for Development Department EOS GPS Unit

**BACKGROUND:**

The City of Spring Hill utility and development services departments are working collectively to increase efficiency through our current technology and enhancing our existing GIS system by adding new and existing GIS points to our database as they come online. The current equipment must be connected to the state's GNSS Reference Network for the most efficient and effective data collection. These are four additional EOS machine connections our city is adding to its' original request.

**FINANCIAL IMPACT:**

This will be funded from FY25 budgeted funds at a total cost of \$4,850.00.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 24-178 to authorize the mayor to sign the contract and approve the funding.

### CONTRACT INSTRUCTIONS

1. Throughout the contract instructions printed in RED (*e.g.*, PROCURING PARTY LEGAL ENTITY NAME, NUMBER, DATE, \$\$\$\$.\$\$, MM, #, etc.) denote "blanks" which must be completed. Replace the RED instructional text with the correct information in regular style print of conforming font and color.
2. Fill in the blanks to indicate the quantities and the costs associated with the requested number of access points in section C.2.b. of this contract.
3. Sign and Date Contract.
4. Submit Payment and signed contract document to:
  - a. Please make your check or money order payable to Tennessee Department of Transportation
  - b. Design Division  
Headquarters Survey Office  
Tennessee Department of Transportation  
505 Deaderick Street  
Suite 1200, James K. Polk Building  
Nashville, TN 37243  
Telephone # (615) 741-0835  
FAX # (615) 253-5218
5. Upon execution of this Contract and after payment is verified, the State will turn on TDOT GNSS Reference Network access for the Procuring Party's username and password for the requested number of simultaneous access points.
6. Please allow thirty (30) days from the State's receipt of the Procuring Party's executed contract and payment, for the State to process the Contract, verify payment, and assign an Access Point User Name and Password.
7. **Fees for the entire period of the Contract shall be provided with the signed contract.**
8. If the appropriate fees are not received with the signed Contract, the State will not process the Contract for access
9. If you have any questions related to completion of this agreement, please contact the Design Division at (615) 741-0835 or [TDOT.GNSSNetwork@tn.gov](mailto:TDOT.GNSSNetwork@tn.gov).

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
City of Spring Hill, Tennessee**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Spring Hill, Tennessee, hereinafter referred to as the "Procuring Party," is for the provision of TDOT GNSS REFERENCE NETWORK, as further defined in the "SCOPE OF SERVICES."

**A. SCOPE OF SERVICES:**

- A.1. The State shall provide all goods, services or deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Agreement.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. GNSS – Global Navigation Satellite System
  - b. NTRIP – Network Transport of RCTM via Internet Protocol
  - c. RTCM - Radio Technical Commission for Maritime Services
  - d. NGS - National Geodetic Survey
- A.3. The Procuring Party shall have unlimited access to the TDOT GNSS Reference Network for the number of simultaneous connections for which payment has been received. The Procuring Party will have one user name and password assigned; however, multiple simultaneous connections to the TDOT GNSS Reference Network can be allowed per user name and password if multiple access points are purchased. Access shall only be used by the individual Procuring Party, their company, or public sector entity (if Procuring Party represents a public sector entity).
- A.4. The Procuring Party shall not transfer access, via its user name and password, to any person or entity not an employee of the Procuring Party's company or public sector entity.
- A.5. The Procuring Party shall connect to the internet IP address provided by the State for use via the Procuring Party's mobile devices for positioning, locating and navigating with satellites of the GNSS.
- A.6. The Procuring Party will be granted access to the TDOT GNSS Reference Network only after authenticated user name and password information have been verified and approved by the public domain interface Network Transport of RTCM Protocol (NTRIP).
- A.7. The Procuring Party shall be responsible for the purchase, lease, installation, maintenance, and operation of all equipment necessary to use TDOT GNSS Reference Network services, including without limitation, the NTRIP protocol.
- A.8. The Procuring Party shall notify the State of any unauthorized use of their login.
- A.9. The State shall maintain and operate the TDOT GNSS Reference Network, Monday through Friday from 8:00 AM to 4:30 PM (Central Time), excluding State Holidays.
- A.10. The State shall operate and maintain a web application to display the TDOT GNSS Reference Network status.
- A.11. The State shall broadcast real time GNSS Network corrections in Radio Technical Commission for Maritime Services (RTCM) formats from the TDOT GNSS Reference Network Server to the internet IP address provided by the State for use via the Procuring Party's mobile devices for positioning, locating and navigating with satellites of the GNSS. The State will provide access to the network using the public domain interface Network transport of RTCM Protocol (NTRIP).

provision of field observation results, particularly for observations made of National Geodetic Survey (NGS), or state monuments and benchmarks, or other report(s) on aspects of network quality, positional integrity, accessibility or availability. Said research or outreach contributions will be submitted, digitally or in hard copy via mail or email to the State upon request during the subject year of subscription per this Contract.

- d. Upon receipt of payment and this signed completed contract from the Procuring Party, the State will contact the Procuring Party concerning the Procuring Party's User Name and Password for access to the TDOT GNSS Reference Network. Each Procuring Party will be issued one User Name and Password that will be used to provide TDOT GNSS Reference Network access for all of purchased Access Points. The State will ask for suggestions from the Procuring Party for the User Name and Password that will be used for their Access Points. The suggested Procuring Party Account User Name must contain alpha numeric characters, not to exceed 20 characters. The suggested Procuring Party Account Password must contain alpha numeric characters, not to exceed 20 characters. The Procuring Party User Name and Password are case sensitive. The State will make every effort to use the Procuring Party suggested User Name and Password, and would only modify the suggested User Name and Password should duplications occur, or upon recommendations from the State's information technology staff.
- e. Payments will be accepted by check or money order. Checks should be made payable to the Tennessee Department of Transportation. Payment must be made in full when submitting contract agreement.

C.2. **Procuring Party Account** – This account is required for all Procuring Parties submitting a Contract and paying necessary fees for access to the TDOT GNSS Reference Network. The required fees for simultaneous access point(s) for this Contract are a contract processing fee of \$150.00 and a partial year cost of \$25.00 per month per number of simultaneous access points. The partial year cost of \$25.00 per month per number of simultaneous access point(s) will be required for every full or partial month from the date of the Procuring Party's signature to June 30, 2021.

- a. Included with this executed Contract, the Procuring Party shall pay the following amount as a contract total fee for processing of the Contract, for partial year costs, and for annual recurring costs for the life of the Contract for access to the TDOT GNSS Reference Network services:
- b. New User Procuring Party Account Fee Structure (Procuring Party Completes this Section)

Contract Processing Fee: (a) = \$ 150.00

Partial Year Cost per Access Point(s): (b) = \$ 25.00 x 47 = (\$1175.00)  
Total # of Months (b) total  
Remaining

Contract Total Fee =

$$(a) \$150.00 + \left[ \frac{\$1175.00}{(b) \text{ Total}} \times \left( \frac{4}{\# \text{ of Access Points}} \right) \right] = \frac{\$4850.00}{\text{Total Due}}$$

Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.

- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure 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 State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

8/1/2024

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PROCURING PARTY SIGNATURE

DATE

---

PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION

---

CLAY BRIGHT, COMMISSIONER

DATE

---

JOHN REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY

DATE

**RESOLUTION 24-179**

**A RESOLUTION TO AWARD THE CONTRACT TO POLYDYNE INC. FOR THE PURCHASE OF CATIONIC POLYMER**

**WHEREAS**, the City of Spring Hill's Wastewater Treatment Plant utilizes cationic polymer to aid in the flocculation of sludge in the dewatering process; and

**WHEREAS**, an invitation for bid was advertised with responses from Polydyne Inc, CedarChem, and Zeta Solutions; and

**WHEREAS**, Polydyne Inc. responded with the lowest bid and has been successful in initial testing; and

**WHEREAS**, City staff recommends awarding the contract to Polydyne Inc. for the purchase of cationic polymer for the Wastewater Treatment Plant.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Alderman award the contract to Polydyne Inc. for the purchase of cationic polymer at an estimated annual cost of \$110,000.00

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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



**REQUEST:**        **Approval of Resolution 24-179**

**SUBMITTED BY:**   **Jessica Weaver, Utility Director**

**DATE:**             **August 5, 2024**

**RE:**                 **To approve the purchase of Cationic Polymer from Polydyne Inc.**

**ATTACHMENTS:**   **Contract**

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**PURPOSE:**

The purpose of this resolution is to award the contract to Polydyne Inc. for the purchase of Cationic Polymer and to authorize the mayor to execute the contract.

**BACKGROUND:**

The City of Spring Hill Wastewater Treatment Plant utilizes cationic polymer to aid in the flocculation of sludge in the dewatering process.

An invitation to bid was advertised. Three bid responses were received. The responding vendors were Polydyne Inc, CedarChem, and Zeta Solutions. The bid received from Polydyne Inc was the lowest bid.

**FINANCIAL IMPACT:**

Estimated fiscal year cost \$110,000.00

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 24-179 to approve the purchase of cationic polymer from Polydyne. Inc.



**CITY OF SPRING HILL, TENNESSEE**

**UTILITY DEPARTMENT**

**INVITATION TO BID,**

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**FOR PURCHASE OF CATIONIC POLYMER**

**2024-52210-01**

Bid packets are available at: [www.springhilltn.org](http://www.springhilltn.org). The City of Spring Hill will advertise this bid until 2:00 P.M. on Wednesday, July 29<sup>th</sup>, 2024. Completed, sealed bid packets may be dropped off at Spring Hill City Hall, 199 Town Center Parkway, Spring Hill, TN or mailed to the City of Spring Hill, PO Box 789, Spring Hill, Tennessee, 37174. Attention: April Goad, City Recorder and marked “Bid for WASTEWATER PLANT CATIONIC POLYMER”

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

### **INVITATION TO BID – CATIONIC POLYMER FLOCCULANTS**

The City of Spring Hill Wastewater Treatment Plant will be accepting sealed bids for cationic polymer flocculants. Bidders shall submit sealed quotations no later than 2:00 p.m. (CST), Tuesday, July 3, 2024, at which time bids will be opened and read aloud. Bidding documents may be obtained at Spring Hill City Hall during regular business hours or [www.springhilltn.org](http://www.springhilltn.org).

Bids should be mailed, or hand delivered to:

April Goad, City Recorder  
 City of Spring Hill  
 Label Envelope/Package: Invitation to Bid  
WASTEWATER PLANT CATIONIC POLYMER FLOCCULANTS  
 199 Town Center Parkway (for hand-delivery or courier services)  
 P.O. Box 789 (for regular mailing services)  
 Spring Hill, TN 37174

#### PROJECTED TIMELINE:

Invitation To Bid Release	June 25, 2024
Addendum release date (if applicable)	July 19, 2024
Bids Due	July 29, 2024, at 2:00 p.m. CST
Selection of Recommended Vendor	July 29, 2024
BOMA Meeting	August 5, 2024

#### SCOPE:

The Wastewater Treatment Plant of the City of Spring Hill is seeking sealed bids to establish a contract for the purchase of dispersion- grade cationic polymer. This product will be used to aid in the flocculation of sludge in the dewatering process of our wastewater treatment facility. Annual usage is estimated to be 90,000 pounds, though the City does not guarantee the annual quantity to be purchased.

#### GENERAL CONDITIONS:

- 1) **Acceptance of Bids:** The City of Spring Hill reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid.

The City shall have ninety (90) days from the bid's opening date in which to accept the bid.

- 2) **Error in Bid:** In case of an error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdrawn, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.

- 3) **Discount Period:** Time in connection with any discount offered will be computed from the date of delivery, or the date correct invoices are received, whichever is later. Discounts other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
- 4) **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later, if such are called for after the bids are opened. If such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
- 5) **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as an agent, employee or officer of another must show his title and, if requested by the City, shall furnish proof of his authority to make such a proposal.
- 6) **Alternate Bids:** Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
- 7) **Bid Sheets:** Bidders shall use the bid sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Bid sheets must contain prices on a per unit and aggregate basis and the total amount of the bid must be stated on the bid sheet.
- 8) **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof.
- 9) **Delivery:** The number of calendar days on which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
- 10) **Compliance:** Contractor shall abide by all federal, state and local laws and statues and obtain all permits required in number fifteen (15) of these conditions.
- 11) **Specifications:** It is understood that reference to the attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles on which the proposal is submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.
- 12) **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the

contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.

- 13) **Bid Opening:** Bids may be mailed or delivered to April Goad, City Recorder of the City of Spring Hill, Tennessee. All bids will be opened and publicly read at a time specified on the Bid Sheet. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
- 14) **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
- 15) **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
- 16) **Multi-Year Contracts:** The City reserves the right to enter into a multi –year contract with the awarded vendor not to exceed an aggregate period of three years. The City further has the right to terminate any multi-year contract due to non-appropriation of funds.
- 17) **Financial Statements:** Financial statements will be submitted upon request.
- 18) **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.
- 19) **Title VI Policy-** The City of Spring Hill will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification. Verbal quotations or quotations received after the closing date will not be accepted. The City of Spring Hill reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed in the best interest of the City of Spring Hill
- 20) **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.
- 21) **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.
- 22) **Complaints – Vendors**

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and

obtain remedy.

Step One - Vendor must file a grievance with the City Recorder of the City of Spring Hill no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Finance Director will review the complaint with the user department and provide a written reply within forty-five (45) days to the vendor.

Step Two – If the vendor is not satisfied with the Finance Director’s response, the vendor may appeal in writing to the City Administrator, who shall with the advice of the Finance Director and/or City Attorney, make a written determination to all parties involved. The City Administrator’s decision shall be final.

#### SPECIAL CONDITIONS

- 1) Safety Data Sheets must be supplied with the initial shipment.
- 2) For product substitutions, the vendor must agree to furnish representative samples for testing. If full scale testing of any product appears desirable, the vendor and the City may negotiate a contract for a 30-day trial.
- 3) Consideration of alternative products will be optional on the part of the City and in no way obligates the City to consider, test, or accept any product.
- 4) Vendor shall provide reasonable technical assistance in the event of a product problem.
- 5) Bid prices shall be FOB Spring Hill Wastewater Treatment Facility and shall be quoted on a per pound basis.

#### INSURANCE

The awarded vendor, if requested by the City, shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the vendor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The awarded vendor, if requested by the City, shall furnish a copy of an original Certificate of Insurance,  naming City of Spring Hill, TN as an additional insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Spring Hill, TN and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under any bid award.

The following insurance requirements are the minimum that will be acceptable:

1. Workmen's Compensation Insurance – State statutory limits
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$1,000,000 CSL (combined single limit).
3. Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$500,000 CSL.

**SPECIFICATIONS AND REQUIREMENTS**

Acceptable products which have performed successfully in the past:

Cedarfloc 1340

Other products or brands will be considered and will require product testing by the Wastewater Department to determine if the product can deliver equivalent performance with the same quantity used. Failure to meet the performance testing will disqualify the product from consideration.

Purity shall meet or exceed these specifications listed.

<b>Chemical &amp; Physical Requirements</b>	
Product	Cationic Polymer
Type	40% Charge (+/- 10%)
Product	Cationic Polymer
Type	60% Charge (+/- 10%)
Product	Cationic Polymer
Type	80% Charge (+/- 10%)
<b>LABELING</b>	
Each Container shall be clearly labeled in accordance with EPA, OSHA, and DOT Regulations	
<b>PACKAGING</b>	
Container Size	275-300 Gallon Totes
Container Disposal	Vendor shall be responsible for pickup and disposal of empty totes.
Container Deposit	City will not be responsible for container Deposits
<b>DELIVERY</b>	
Deliveries shall be made in a safe and reasonable manner such that DOT, OSHA and other regulatory codes are not violated. Delivery will be made to the Wastewater Treatment Facility @ 3893 Mahlon Moore Road, Spring Hill, TN 37174 All deliveries will be in compliance with the City of Spring Hill Policy.	
<b>PRODUCT FAILURE</b>	
In the event that any product fails to meet specifications, the vendor shall, at no expense to the City, remove the unused portion of the product and refund the purchase price of such unused portion to the City	
Containers dropped during delivery, and/or leaking, corroded, damaged, or suspect containers shall be deemed unacceptable and considered as product failure.	
<b>PRICING</b>	
Bids shall be quoted as price per pound delivered to the City of Spring Hill Wastewater Treatment Plant.	
Bids shall be fixed for a period of 12 months from the date of the bid opening. Price adjustments will be considered thereafter.	

### INVOICING

The vendor shall invoice the City of Spring Hill, TN Wastewater Treatment Plant. All invoices shall identify date of delivery, product delivered, unit quantity delivered, price per unit, and total per product delivered and finally total invoice price. Materials shall be delivered prepaid, and invoices shall include all freight charges.

### PAYMENT

Payment will be made by the Finance Department upon the following conditions:

1. Delivery and acceptance of products ordered.
2. Receipt of properly completed invoice by the Wastewater Superintendent.
3. Acceptance of the product and terms and conditions of the invoice as evidenced by the signature of the Wastewater Superintendent on the invoice
4. Within 30 days provided all other conditions of payment have been satisfied.

### AWARD

While pricing will be one of the determining factors in the award, it is equally important that:

1. The product offered complies with specifications
2. The product performs the intended function without any damage to or degrading of the plant operations.
3. The amount of product required to achieve the desired results will also factor into the final award decision.
4. Any bid award shall be for a period of one year with the City retaining the option to renew for two additional one-year periods.
5. Bids shall be fixed for the initial award period.
6. Price adjustments for any subsequent renewal period will be considered provided the adjustment is based upon a price increase from the manufacturer and not an increase in profit margins.
7. The vendor shall notify the Wastewater Superintendent and Utility Director for the City of Spring Hill 90 days in advance of any intended price increase.

The awarded vendor will be required to execute a requirements agreement which shall incorporate the terms and conditions of this Invitation to Bid and the vendor's response.

**RESPONSE TO INVITATION TO BID  
CITY OF SPRING HILL- CATIONIC POLYMER**

**Manufacturer of Polymer:**

\_\_\_\_\_

**Brand:**

\_\_\_\_\_

**Fixed price per pound for 12-month period from date of award \$** \_\_\_\_\_

**Are you willing to consider an extension of the award beyond an initial 12-month period?** \_\_\_\_\_ Yes    \_\_\_\_\_ No

**Are the terms and conditions for extending an award attached?** \_\_\_\_\_

**Have you attached the product specifications?** \_\_\_\_\_

In compliance with this Invitation for Bid for cationic polymer flocculants and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified above. My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

**Company Name:** \_\_\_\_\_

**Signature of Vendor** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_

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

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

IRAN DIVESTMENT ACT

A person engages in investment activities in Iran if:

(1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106."

Vendor Name: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AGREEMENT TO SUPPLY  
CATIONIC POLYMER  
CONTRACT #**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Spring Hill, Tennessee (hereinafter called City) and \_\_\_\_\_ (hereinafter called Vendor).

City and Vendor, in consideration of the mutual covenants hereinafter set forth agree as follows:

**Article 1. PRODUCT**

Vendor agrees to furnish Polymer as described below inclusive of delivery costs to the City of Spring Hill Wastewater Treatment Plant 3893 Mahlon Moore Road, Spring Hill, TN, 37174. Product packaging and delivery shall be consistent with the terms and conditions as further stated in the contract documents

**Article 2. PRODUCT SUBSTITUTION AND TESTING**

In the event that the product bid is no longer available or the formulation of the product changes in any way, the vendor must notify the City of the change and furnish samples for testing by the City prior to shipment of the substituted product. The City shall not be required to accept any substituted or reformulated product.

Notice of product change or substitution shall be made to the City as soon as reasonably possible by the vendor.

**Article 3. CITY.**

All purchases are being made on behalf of the City of Spring Hill Wastewater Treatment Plant. The Wastewater Plant Superintendent shall act as City's representative, assume all duties and responsibilities and have the rights and authority assigned to City in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 4. CONTRACT TERMS.**

- 4.1 The agreement shall become effective upon execution by both parties and shall be found herein.
- 4.2 Prices shall be fixed for a period of one year starting with the effective date of the agreement.

**Article 5. CONTRACT RENEWAL**

- 5.1 The contract shall automatically be renewed on the anniversary of the effective date of the agreement for a period of one year unless terminated by a 90-day written notice from the City to Vendor.
- 5.2 The vendor shall notify the City at least 90 days in advance of any intended price increase.
- 5.3 Any price increase shall be based upon an increase in costs by the manufacturer and not based upon increased profit margin.
- 5.4 Automatic renewals of this agreement shall not extend beyond August 5, 2027.

**Article 6. PAYMENT PROCEDURES.**

The Spring Hill Wastewater Treatment Plant shall be invoiced for chemicals properly ordered, shipped and received. All invoices shall be addressed to Spring Hill Utility Department, Attn: Accounts Payable, P.O. Box 789 Spring Hill, TN 37174.

Payment will be made by City of Spring Hill check or ACH to be issued within 30 days for proper invoicing.

**Article 7. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between City and Vendor concerning the Work consist of the following:

- 7.1 This Agreement
- 7.2 Invitation to Bid - Solicitation #2024-52210-01
- 7.3 Vendor's Bid Response

**Article 8. MISCELLANEOUS.**

- 8.1 City and Vendor each binds itself, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.2 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Vendor who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.3 This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction

located in Maury County, Tennessee.

8.4 No amendment or modification of this Agreement shall be effective unless or until executed in writing by the parties hereto.

8.5 This Agreement and the attachment to this Agreement or references thereto shall together constitute the entire agreement and understanding by and between the City and the Vendor with respect to the services herein referred to, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force and effect.

**IN WITNESS WHEREOF**, City and Vendor have signed this Agreement in duplicate. One counterpart each has been delivered to City and Vendor. All portions of the Contract Documents have been signed, initialed or identified by the City and Vendor on their behalf.

CITY OF SPRING HILL, a Tennessee municipality

By: \_\_\_\_\_  
Jim Hagaman, Mayor

Date of Execution: \_\_\_\_\_

Attest:

\_\_\_\_\_  
April B. Goad, City Recorder

Legal Form Approved:

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

By: \_\_\_\_\_  
Vendor Representative

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Business Name & Address)

**RESOLUTION 24-180**

**A RESOLUTION TO AUTHORIZE A GRANT APPLICATION FOR FUNDS TO ENHANCE THE CITY'S EMERGENCY PREPAREDNESS AND THE SAFETY OF FIRE PERSONNEL**

**WHEREAS**, the City of Spring Hill is actively assessing the City's needs for various safety equipment to enhance our emergency preparedness and personnel safety; and

**WHEREAS**, grant funds are available via Public Entity Partner's Judy Housley Safety Partners Grant to assist local government bodies with the purchase of safety equipment; and

**WHEREAS**, the City's Health and Safety Manager has completed the grant application to request grant funding in the amount of \$3,885.50 with the City required to commit to a match of \$3,885.50 (50%); and

**WHEREAS**, the grant funds would allow for the City to purchase bleeding control kits and structural firefighting boots to enhance our emergency preparedness throughout the city and the safety of our fire personnel; and

**WHEREAS**, City staff recommends authorization of grant application for funds to assist with these purchases, through Public Entity Partners.

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

1. Commits and obligates a grant match in the amount of \$3,885.50 if the grant funds are received in the amount of \$3,885.50.
2. Authorize the grant application to be submitted electronically online.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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

[Submit a Claim](#) [Login](#)

## Judy Housley Safety Partners Grant

Did you purchase safety equipment during the current fiscal year? Are you planning on purchasing safety equipment for the upcoming fiscal year?

The Judy Housley Safety Partners Grant provides funding for Public Entity Partners members to purchase safety and loss prevention items or training aimed at reducing work-related injuries and accidents. Examples of eligible items include, but are not limited to:

- PPE
- Bulletproof vests
- Work zone safety equipment

Expenditures for employee safety items or employee education/training that is necessary to control employee safety hazards are eligible for reimbursement through the Judy Housley Safety Partners Grant. Grant applications are available beginning July 1st and are due by August 16th, 2024.

**APPLY NOW**

Application Window  
July 1 - August 16

### How to Apply for the Safety Partners Grant:

1. Read the [eligibility criteria and program guidelines](#).
2. Complete the [online grant application](#). The application window for this grant will be open July 1st - August 16th.
3. Submit a signed Resolution or Motion passed by your governing body authorizing your application. This can be submitted AFTER your application is accepted. Download Resolution/Motion in [WORD](#) or [Fillable PDF](#). This must be submitted by Tuesday, October 1st, 2024.
4. If your grant application is approved, you will be required to submit proof of payment(s) for your safety-related purchased items.

### Do you have questions about this grant program?

Please make sure you review the [eligibility criteria and program guidelines](#).

1. [Who is eligible to apply?](#)
2. [How much is my organization eligible to receive through this grant?](#)
3. [When will our organization be notified that our grant application is approved?](#)
4. [I received my grant approval letter. What is the next step?](#)
5. [Do you have a copy of the model motion or resolution in Microsoft Word?](#)
6. [My grant application was approved. Where do I submit my proof of payment\(s\) for safety-related purchased items?](#)
7. [Who can I contact with questions?](#)

### Who is eligible to apply?

Public Entity Partners members with current workers' compensation coverage.

[Return to Questions](#)

### How much is my organization eligible to receive through this grant?

The Judy Housley Safety Partners Grant is a 50/50 Matching Grant. Public Entity Partners will reimburse up to 50% of the cost of the safety-related approved item(s) with a maximum reimbursement based on the Priority Classification matrix rating. Funding levels for the Grant are based on the earned workers' compensation premium for the previous year (2023-2024).

Grant Class	Member Earned Premium Amount for 2023-2024	Grant Eligibility Award Amount
Class I	Contributed earned premium for the previous year \$400,000 or more in the requested coverage area.	Up to \$4,000
Class II	Contributed earned premium for the previous year between \$200,000 and \$399,999 in the requested coverage area.	Up to \$3,000
Class III	Contributed earned premium for the previous year between \$100,000 and \$199,999 in the requested coverage area.	Up to \$2,000
Class IV	Contributed earned premium for the previous year between \$25,000 and \$99,999 in the requested coverage area.	Up to \$1,500
Class V	Contributed earned premium for the previous year between \$10,000 and \$24,999 in the requested coverage area.	Up to \$1,000

Need help?

Class VI	Contributed earned premium for the previous year between \$2,500 and \$9,999 in the requested coverage area.	Up to \$500
Class VII	Contributed earned premium for the previous year less than \$2,500	Up to \$250

[Return to Questions](#)

**When will our organization be notified that our grant application is approved?**

You will receive a confirmation email within 15 minutes of submitting your grant application. Applicants with approved grants will be notified the week of September 9th, 2024.

[Return to Questions](#)

**I received my grant approval letter. What is the next step?**

In order to receive reimbursement for your approved grant items, you must submit the following:

1. Signed resolution or motion
2. Cover sheet listing description of items purchased, quantities, and grand total of all purchases. All receipts must follow in order of cover sheet.
3. Two proofs of payment which must include the following:
  1. CANCELLED check/bank statement, credit card receipt/credit card statement, Automated Clearing House (ACH), or Automated Funds Transfer (AFT)
  2. Copy of invoice or purchase order (serving as the backup to the canceled check or credit card receipt). Submitting invoices alone will not be accepted.

[Return to Questions](#)

**Do you have a copy of the model motion or resolution in Microsoft Word or Fillable PDF?**

Yes. You can download an editable version of the model motion and resolution in [WORD](#) here or a [Fillable PDF](#) here. The model resolution or motion must be submitted by October 1st, 2024.

[Return to Questions](#)

**My grant application was approved. Where do I submit my proof of payment(s) for safety-related purchased items?**

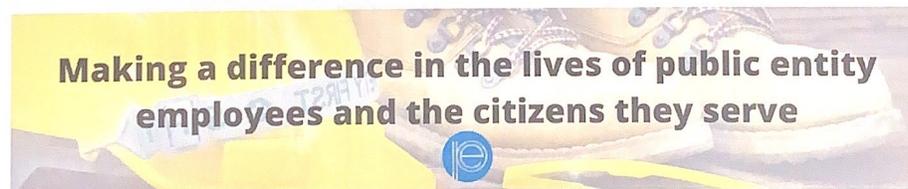
Tabbia Mitchell  
 Grant & Scholarship Program  
[TMitchell@PEPartners.org](mailto:TMitchell@PEPartners.org)  
 Fax: 615.371.9212

[Return to Questions](#)

**Who can I contact with questions?**

Tabbia Mitchell  
 Grant & Scholarship Program  
[TMitchell@PEPartners.org](mailto:TMitchell@PEPartners.org)  
 1.800.624.9698

[Return to Questions](#)



562 Franklin Road, Suite 200  
 Franklin, TN 37069  
 Main: (615) 371-0049  
 Fax: (615) 377-3067  
 Claims Only Fax: (615) 370-0583



Quick Links

- Member Login
- Submit a Claim
- Grant & Scholarships
- Local Gov't Risk Academy
- Risk Resource Library

**RESOLUTION 24-164**

**A RESOLUTION TO APPOINT A MEMBER TO  
THE TOWN CENTER REDEVELOPMENT COMMITTEE OF  
THE CITY OF SPRING HILL**

**WHEREAS**, a Town Center Task Force was formed in June 2019 and re-named “Town Center Redevelopment Committee” in May 2021; and

**WHEREAS**, the Town Center Redevelopment Committee serves as an advisory committee to the Board of Mayor and Aldermen and consists of 8 members serving a two-year term with one Alderman (selected by the mayor) and the additional seven members appointed by majority vote of the Board of Mayor and Aldermen; and

**WHEREAS**, there is a vacant position which was advertised and applications were received.

**NOW THEREFORE BE IT RESOLVED**, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee that the following applicant shall be appointed to the Town Center Redevelopment Committee:

**Name & Address**

**Expiration of Term**

\_\_\_\_\_  
December 31, 2026

Passed and adopted by the Spring Hill Board of Mayor and Aldermen this 5<sup>th</sup> day of August, 2024.

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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

Remote Attachment:

[Link: TCRC Applications \(https://p ... 9653dd1ab92ad2a877b3b44399665.pdf\) \(LINK\)](https://p...9653dd1ab92ad2a877b3b44399665.pdf)

**RESOLUTION 24-181**

**RESOLUTION IN HONOR OF NAOMI BERRI (PARTIN) DERRYBERRY**

**WHEREAS**, Naomi Berri (Partin) Derryberry, a beloved resident of Spring Hill, Tennessee, passed away on July 21, 2024, at the age of 75; and

**WHEREAS**, Naomi Derryberry was born on April 3, 1949, in Nashville, Tennessee, to Lt. Col. William Neal Partin and Nonie Mae Davidson, and graduated from John Overton High School in Crieve Hall; and

**WHEREAS**, Naomi Derryberry dedicated over 40 years of her professional life to assisting young people with their education, serving as the Director of Grants and Scholarship Programs for the state of Tennessee; and

**WHEREAS**, upon moving to Spring Hill in 1972, Naomi Derryberry became an active and engaged member of her community, serving as Alderman in the late 1980s during a period of significant transition; and

**WHEREAS**, Naomi Derryberry demonstrated an unwavering commitment to preserving and celebrating the history and culture of Spring Hill, as evidenced by her instrumental role in planning the Homecoming '86 celebrations, compiling two editions of "*Spring Hill: Everybody Has a Story*," filming the oral history project "Spring Hill Speaks," and writing a pictorial history of the town; and

**WHEREAS**, Naomi Derryberry's dedication to literacy and community service was exemplified by her longstanding volunteer work at the Spring Hill Public Library, including her recent service as President of the Friends of the Library; and

**WHEREAS**, Naomi Derryberry's contributions to historic preservation were further recognized through her service on the board of Rippavilla, Inc.; and

**WHEREAS**, on May 4, 2024, Naomi Derryberry was honored by the Spring Hill Historic Commission with the Spring Hill Heart for History award, which has since been renamed the Naomi B. Derryberry Heart for History award in recognition of her enduring impact;

**NOW, THEREFORE BE IT RESOLVED** that the Spring Hill Board of Mayor and Aldermen do hereby honor the life and legacy of Naomi Berri (Partin) Derryberry, recognizing her invaluable contributions to education, community development, and historical preservation in Spring Hill and the state of Tennessee, and extend our deepest sympathies to her son Blair, her grandchildren, her siblings, and all those who knew and loved her.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
Jim Hagan, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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

**RESOLUTION 24-182**

**RESOLUTION IN HONOR OF PHILIP ANTHONY "PHIL" BENNETT**

**WHEREAS**, Philip Anthony "Phil" Bennett, a beloved resident of Spring Hill, Tennessee, passed away on July 24, 2024, at the age of 76, after a brief and courageous battle with cancer; and

**WHEREAS**, Phil Bennett was a devoted husband to his high school sweetheart, Diane Edwards, for over 57 years, a loving father, grandfather, and friend to many; and

**WHEREAS**, Phil Bennett honorably served his country for four years in the U.S. Air Force, including service in Vietnam; and

**WHEREAS**, Phil Bennett dedicated 37 years of his life to the U.S. Postal Service in Franklin, Tennessee, retiring in 2002 as a Clerk and Supervisor; and

**WHEREAS**, Phil Bennett was an active and engaged member of his community, serving as the last living charter member of the Spring Hill Library Board, a member of the Spring Hill Historic Commission Board, the Spring Hill Lions Club, and American Legion Post 19; and

**WHEREAS**, Phil Bennett demonstrated his commitment to his faith as a longtime member of Spring Hill Church of Christ, where he served as a Deacon for 33 years and an Elder for 12 years; and

**WHEREAS**, Phil Bennett's dedication to honoring the deceased and comforting the bereaved was evident in his 24 years of service at Spring Hill Memorial Funeral Home and his care for Spring Hill Memorial Cemetery; and

**WHEREAS**, Phil Bennett's love for his family, his enjoyment of fishing, hunting, and camping, and his pride in his grandsons Ben and Riley were testament to his character as a family man and outdoor enthusiast;

**NOW, THEREFORE BE IT RESOLVED** that we, the Spring Hill Board of Mayor and Aldermen, do hereby honor the life and legacy of Philip Anthony "Phil" Bennett, recognizing his contributions to his country, community, and family, and extend our deepest sympathies to his wife, Diane, his daughter, Dana Carol, his grandsons, and all those who knew and loved him.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

\_\_\_\_\_

April Goad, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_

Patrick Carter, City Attorney

## **RESOLUTION 24-183**

### **A RESOLUTION APPROVING THE FIVE-YEAR CONSOLIDATED PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (2024-2029)**

**WHEREAS**, the City of Spring Hill, Tennessee, recognizes the importance of promoting community development and improving the quality of life for its residents, particularly those of low and moderate income; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) requires that the city submit a Five-Year Consolidated Plan (the "Plan") as part of its application for Community Development Block Grant (CDBG) funding; and

**WHEREAS**, the proposed Plan outlines the City's strategies, goals, and priorities for housing, community development, and economic opportunities for the period October 1, 2024 to September 30, 2029; and

**WHEREAS**, the City will conduct extensive consultations with community stakeholders, hold public hearings, and provide opportunities for public comment to ensure that the Plan reflects the needs and priorities of the community; and

**WHEREAS**, the City, through appropriate process, intends to modify the proposed plan based on public input and information obtained through the public input process as necessary; and

**WHEREAS**, the Plan will ultimately include assessments of the needs of the community and an action plan for the use of CDBG funds over the five-year period;

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

1. **Approval of the Plan:** The Five-Year Consolidated Plan for the Community Development Block Grant program, as presented and attached here to, is hereby approved.
2. **Authorization for Mayor to sign required documents:** There are several certifications that must be signed by the Chief Elected Official confirming our acknowledgement of rules, policies, and federal acts.
3. **Authorization to Submit:** The City Administrator, or their designee, is hereby authorized and directed to submit the Plan to the U.S. Department of Housing and Urban Development (HUD) and to take all actions necessary to secure CDBG funding in accordance with the Plan as ultimately approved.
4. **Implementation:** The City Administrator, or their designee, is further authorized to implement the strategies and activities outlined in the Plan, and to make any amendments or modifications to the Plan as required by HUD or as deemed necessary to achieve the goals and objectives of the Plan.
5. **Effective Date:** This resolution shall take effect immediately upon its adoption, for the welfare of the City of Spring Hill, Tennessee requiring it.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5th day of August 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

LEGAL FORM APPROVED:

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

ATTEST:

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



### STAFF MEMORANDUM

TO: Board of Mayor and Alderman  
FROM: Ismail Ahmed, Assistant to the City Administrator  
DATE: August 2, 2024  
RE: Resolution 24-183

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#### PURPOSE:

The purpose of the proposed resolution is to begin the Community Development Block Grant (CDBG) program plan approval process. This program is intended to enhance the quality of life for residents of Spring Hill by funding initiatives that provide decent housing, create a suitable living environment, and expand economic opportunities. The program specifically targets low- and moderate-income individuals, aiming to improve public infrastructure, support community services, and foster economic development through strategic investments and active community participation.

#### BACKGROUND:

The CDBG program is a federal funding initiative designed to support community development activities. The City of Spring Hill's application for the CDBG program focuses on addressing the pressing needs identified through a comprehensive community assessment. This includes infrastructure improvements, economic development, and social support services that are essential for fostering a thriving community.

#### Objectives and Outcomes

The key objectives and anticipated outcomes of the CDBG program in Spring Hill include:

1. **Suitable Living Environment:**

- o **Public Infrastructure Improvements:** Upgrading and maintaining essential infrastructure such as roads, water supply, and sewage systems to ensure a safe and healthy environment for residents.
- o **Enhancement of Public Facilities:** Investing in the development and modernization of public facilities, including parks, recreational centers, and community centers to promote social cohesion and community well-being.



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- **Support for Community Services:** Providing funding for after-school programs, handicap accessibility projects, and other community services that cater to the needs of vulnerable populations.
- 2. **Economic Opportunities:**
  - **Job Creation and Retention:** Implementing programs that stimulate job growth and help retain existing jobs, thereby boosting the local economy.
  - **Support for Small Businesses:** Offering financial assistance and resources to small businesses to encourage entrepreneurship and sustainable business practices.
  - **Workforce Development:** Facilitating workforce training and development programs to equip residents with the skills needed for current and future job markets.
- 3. **Social Support:**
  - **Essential Social Services:** Funding programs that provide critical social services to low-income communities, including childcare, family support services, and programs for at-risk youth and families.
- 4. **Process and public engagement:**
  - The citizen participation process for the CDBG planning includes conducting public hearings, community meetings, and surveys to gather input from residents. Consultations with local organizations, service agencies, and business groups are integral to identifying community needs and setting priorities.

**RECOMMENDATION:**

Staff recommends that the Board of Mayor and Aldermen approve Resolution 24- 183 as presented.

Demo

## Executive Summary

### ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The City of Spring Hill is committed to enhancing the quality of life for its residents through the Community Development Block Grant (CDBG) program. This program focuses on providing decent housing, a suitable living environment, and expanding economic opportunities, primarily for low- and moderate-income individuals.

#### 2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

- **Suitable Living Environment:** Improve public infrastructure, enhance public facilities, and support community services, including after-school programs and handicap accessibility.
- **Economic Opportunities:** Foster job creation and retention, support small businesses, and provide workforce development.
- **Social Support:** Provide essential social services to low-income communities, including programs for children and families.

#### 3. Evaluation of past performance

As this is the first year that Spring Hill is utilizing CDBG funds, there is no past performance to evaluate. Future evaluations will assess the impact of current projects and guide improvements.

#### 4. Summary of citizen participation process and consultation process

Spring Hill is just beginning the citizen participation process for the CDBG planning. The city plans to conduct public hearings, community meetings, and surveys to gather input from residents. Consultations with local organizations, service agencies, and business groups will be integral to identifying community needs and setting priorities

#### 5. Summary of public comments

As the citizen participation process is just beginning, public comments will be gathered during upcoming hearings, meetings, and surveys. These comments will be used to shape the priorities and strategies of the CDBG program.

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**6. Summary of comments or views not accepted and the reasons for not accepting them**

Since the citizen participation process is just starting, there are no comments or views to report on at this time.

**7. Summary**

The CDBG program in Spring Hill is designed to address critical community needs through strategic investments in infrastructure, services, and economic development. The program's effectiveness will be enhanced by active citizen participation and collaboration with local organizations

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## The Process

### PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	SPRING HILL	
CDBG Administrator		
HOME Administrator		

Table 1 – Responsible Agencies

### Narrative

#### Consolidated Plan Public Contact Information

Ismail Ahmed, Assistant to City Administrator

City of Spring Hill

199 Town Center Parkway, Spring Hill, TN 37174

Email: [iahmed@springhilltn.org](mailto:iahmed@springhilltn.org)

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**PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)**

**1. Introduction**

**Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).**

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS**

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities**

Demo

Agency/Group/Organization	Agency/Group/Organization Type	What section of the Plan was addressed by	How was the Agency/Group/Organization consulted and what are the anticipated outcomes
<TYPE=[pivot_table] REPORT_GUID=[AA4FDEC5439905E0BA7EBD82142E56F5]>			

Table 2 – Agencies, groups, organizations who participated

**Identify any Agency Types not consulted and provide rationale for not consulting**

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?

Table 3 – Other local / regional / federal planning efforts

**Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))**

**Narrative (optional):**

Demo

**PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)**

- 1. Summary of citizen participation process/Efforts made to broaden citizen participation  
Summarize citizen participation process and how it impacted goal-setting**

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)

Table 4 – Citizen Participation Outreach

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## Needs Assessment

### NA-05 Overview

#### Needs Assessment Overview

Consolidated Plan

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7

OMB Control No: 2506-0117 (exp. 09/30/2021)

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**NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)**

**Summary of Housing Needs**

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	32,830	41,795	27%
Households	10,685	14,010	31%
Median Income	\$78,588.00	\$90,322.00	15%

**Table 5 - Housing Needs Assessment Demographics**

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

**Number of Households Table**

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	1,015	720	1,745	1,880	8,665
Small Family Households	645	310	610	770	6,015
Large Family Households	20	90	70	195	1,165
Household contains at least one person 62-74 years of age	120	75	680	310	985
Household contains at least one person age 75 or older	89	85	205	365	440
Households with one or more children 6 years old or younger	265	145	200	390	2,370

**Table 6 - Total Households Table**

Data Source: 2016-2020 CHAS

Demo

**Housing Needs Summary Tables**

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	0	0	0	0	0	0	0	0	0	0
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	0	0	0	0	0	0	0	0	0	0
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	0	0	0	0	0	0	0	0	0	0
Housing cost burden greater than 50% of income (and none of the above problems)	360	145	100	0	605	505	105	45	35	690
Housing cost burden greater than 30% of income (and none of the above problems)	4	140	305	250	699	65	185	380	420	1,050

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9

OMB Control No: 2506-0117 (exp. 09/30/2021)

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	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Zero/negative Income (and none of the above problems)	10	0	0	0	10	45	0	0	0	45

Table 7 – Housing Problems Table

Data Source: 2016-2020 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	360	145	100	0	605	505	105	45	35	690
Having none of four housing problems	14	170	550	455	1,189	135	300	1,050	1,390	2,875
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data Source: 2016-2020 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	260	195	160	615	385	95	155	635
Large Related	0	0	0	0	20	90	0	110
Elderly	4	0	115	119	165	75	185	425
Other	99	85	130	314	0	25	75	100

Demo

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Total need by income	363	280	405	1,048	570	285	415	1,270

Table 9 – Cost Burden > 30%

Data Source: 2016-2020 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	55	55	355	15	0	370
Large Related	0	0	0	0	20	0	0	20
Elderly	0	0	60	60	130	65	30	225
Other	0	99	85	184	0	0	0	0
Total need by income	0	99	200	299	505	80	30	615

Table 10 – Cost Burden > 50%

Data Source: 2016-2020 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	0	0	0	0	0	0	0	0	0	0
Multiple, unrelated family households	0	0	0	0	0	0	0	0	0	0
Other, non-family households	0	0	0	0	0	0	0	0	0	0
Total need by income	0	0	0	0	0	0	0	0	0	0

Table 11 – Crowding Information – 1/2

Data Source: 2016-2020 CHAS

Demo

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present								

Table 12 – Crowding Information – 2/2

**Describe the number and type of single person households in need of housing assistance.**

**Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.**

**What are the most common housing problems?**

**Are any populations/household types more affected than others by these problems?**

**Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance**

**If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:**

**Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness**

**Discussion**

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**NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)**

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

**Introduction**

**0%-30% of Area Median Income**

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole			
White			
Black / African American			
Asian			
American Indian, Alaska Native			
Pacific Islander			
Hispanic			

**Table 13 - Disproportionally Greater Need 0 - 30% AMI**

Data Source: 2016-2020 CHAS

\*The four housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one person per room,
4. Cost Burden greater than 30%

**30%-50% of Area Median Income**

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole			
White			
Black / African American			
Asian			
American Indian, Alaska Native			
Pacific Islander			
Hispanic			

**Table 14 - Disproportionally Greater Need 30 - 50% AMI**

Data Source: 2016-2020 CHAS

\*The four housing problems are:

Demo

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

**50%-80% of Area Median Income**

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole			
White			
Black / African American			
Asian			
American Indian, Alaska Native			
Pacific Islander			
Hispanic			

**Table 15 - Disproportionally Greater Need 50 - 80% AMI**

Data Source: 2016-2020 CHAS

\*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

**80%-100% of Area Median Income**

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole			
White			
Black / African American			
Asian			
American Indian, Alaska Native			
Pacific Islander			
Hispanic			

**Table 16 - Disproportionally Greater Need 80 - 100% AMI**

Data Source: 2016-2020 CHAS

\*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

**Discussion**

Demo

**NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)**

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

**Introduction**

**0%-30% of Area Median Income**

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole			
White			
Black / African American			
Asian			
American Indian, Alaska Native			
Pacific Islander			
Hispanic			

**Table 17 – Severe Housing Problems 0 - 30% AMI**

Data Source: 2016-2020 CHAS

\*The four severe housing problems are:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 persons per room,
4. Cost Burden over 50%

**30%-50% of Area Median Income**

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole			
White			
Black / African American			
Asian			
American Indian, Alaska Native			
Pacific Islander			
Hispanic			

**Table 18 – Severe Housing Problems 30 - 50% AMI**

Data Source: 2016-2020 CHAS

\*The four severe housing problems are:

Demo

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

**50%-80% of Area Median Income**

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole			
White			
Black / African American			
Asian			
American Indian, Alaska Native			
Pacific Islander			
Hispanic			

**Table 19 – Severe Housing Problems 50 - 80% AMI**

Data Source: 2016-2020 CHAS

\*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

**80%-100% of Area Median Income**

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole			
White			
Black / African American			
Asian			
American Indian, Alaska Native			
Pacific Islander			
Hispanic			

**Table 20 – Severe Housing Problems 80 - 100% AMI**

Data Source: 2016-2020 CHAS

\*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

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**Discussion**

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OMB Control No: 2506-0117 (exp. 09/30/2021)

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17

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**NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)**

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

**Introduction:**

**Housing Cost Burden**

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole				
White				
Black / African American				
Asian				
American Indian, Alaska Native				
Pacific Islander				
Hispanic				

**Table 21 – Greater Need: Housing Cost Burdens AMI**

Data Source: 2016-2020 CHAS

**Discussion:**

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**NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)**

**Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?**

**If they have needs not identified above, what are those needs?**

**Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?**

Demo

**NA-35 Public Housing – 91.205(b)**

**Introduction**

**Totals in Use**

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	755	0	0	0	0	0	0

Table 22 - Public Housing by Program Type

\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Data Source: PIC (PIH Information Center)

**Characteristics of Residents**

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	
# Homeless at admission	0	0	1	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	198	0	0	0	0	0	0
# of Disabled Families	0	0	129	0	0	0	0	0	0
# of Families requesting accessibility features	0	0	755	0	0	0	0	0	0

Consolidated Plan

SPRING HILL

20

OMB Control No: 2506-0117 (exp. 09/30/2021)

Demo

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher	
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	383	0	0	0	0	0	0
Black/African American	0	0	370	0	0	0	0	0	0
Asian	0	0	1	0	0	0	0	0	0
American Indian/Alaska Native	0	0	0	0	0	0	0	0	0
Pacific Islander	0	0	1	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0

\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Demo

**Ethnicity of Residents**

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	24	0	0	0	0	0	0
Not Hispanic	0	0	731	0	0	0	0	0	0

\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition  
 Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Demo

**Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:**

**Most immediate needs of residents of Public Housing and Housing Choice voucher holders**

**How do these needs compare to the housing needs of the population at large**

**Discussion**

Demo

**NA-40 Homeless Needs Assessment – 91.205(c)**

**Introduction:**

**If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):**

Consolidated Plan

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24

OMB Control No: 2506-0117 (exp. 09/30/2021)

**Nature and Extent of Homelessness: (Optional)**

<b>Race:</b>	<b>Sheltered:</b>	<b>Unsheltered (optional)</b>
<b>Ethnicity:</b>	<b>Sheltered:</b>	<b>Unsheltered (optional)</b>

**Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.**

**Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.**

**Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.**

**Discussion:**

**NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)**

**Introduction:**

**Describe the characteristics of special needs populations in your community:**

**What are the housing and supportive service needs of these populations and how are these needs determined?**

**Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:**

**If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))**

**Discussion:**

**NA-50 Non-Housing Community Development Needs – 91.215 (f)**

**Describe the jurisdiction’s need for Public Facilities:**

**How were these needs determined?**

**Describe the jurisdiction’s need for Public Improvements:**

**How were these needs determined?**

**Describe the jurisdiction’s need for Public Services:**

**How were these needs determined?**

## Housing Market Analysis

### MA-05 Overview

#### Housing Market Analysis Overview:

**MA-10 Number of Housing Units – 91.210(a)&(b)(2)**

**Introduction**

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	10,760	74%
1-unit, attached structure	1,275	9%
2-4 units	595	4%
5-19 units	1,210	8%
20 or more units	580	4%
Mobile Home, boat, RV, van, etc	40	0%
<b>Total</b>	<b>14,460</b>	<b>100%</b>

Table 26 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

**Unit Size by Tenure**

	Owners		Renters	
	Number	%	Number	%
No bedroom	0	0%	55	2%
1 bedroom	0	0%	470	13%
2 bedrooms	950	9%	975	28%
3 or more bedrooms	9,555	91%	2,004	57%
<b>Total</b>	<b>10,505</b>	<b>100%</b>	<b>3,504</b>	<b>100%</b>

Table 27 – Unit Size by Tenure

Data Source: 2016-2020 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Does the availability of housing units meet the needs of the population?

Describe the need for specific types of housing:

**Discussion**

## MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

### Introduction

#### Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	213,300	0	(100%)
Median Contract Rent	949	0	(100%)

Table 28 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	49	1.4%
\$500-999	619	17.7%
\$1,000-1,499	1,840	52.6%
\$1,500-1,999	825	23.6%
\$2,000 or more	145	4.1%
<b>Total</b>	<b>3,478</b>	<b>99.4%</b>

Table 29 - Rent Paid

Data Source: 2016-2020 ACS

#### Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	0	No Data
50% HAMFI	100	55
80% HAMFI	1,175	805
100% HAMFI	No Data	2,560
<b>Total</b>	<b>1,275</b>	<b>3,420</b>

Table 30 – Housing Affordability

Data Source: 2016-2020 CHAS

#### Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent					
High HOME Rent					
Low HOME Rent					

Table 31 – Monthly Rent

**Data Source:** HUD FMR and HOME Rents

**Is there sufficient housing for households at all income levels?**

**How is affordability of housing likely to change considering changes to home values and/or rents?**

**How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?**

**Discussion**

## MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

### Introduction

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

### Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	2,155	21%	1,434	41%
With two selected Conditions	0	0%	0	0%
With three selected Conditions	0	0%	0	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	8,355	80%	2,075	59%
<b>Total</b>	<b>10,510</b>	<b>101%</b>	<b>3,509</b>	<b>100%</b>

Table 32 - Condition of Units

Data Source: 2016-2020 ACS

### Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	8,610	82%	2,364	68%
1980-1999	1,710	16%	830	24%
1950-1979	195	2%	220	6%
Before 1950	0	0%	85	2%
<b>Total</b>	<b>10,515</b>	<b>100%</b>	<b>3,499</b>	<b>100%</b>

Table 33 – Year Unit Built

Data Source: 2016-2020 CHAS

### Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980.				
Housing units built before 1980 with children present				

Table 34 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

**Vacant Units**

	<b>Suitable for Rehabilitation</b>	<b>Not Suitable for Rehabilitation</b>	<b>Total</b>
Vacant Units			
Abandoned Vacant Units			
REO Properties			
Abandoned REO Properties			

Table 35 - Vacant Units

**Need for Owner and Rental Rehabilitation**

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 PLAN\_SECTION\_ID=[1313801000]>

**Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards**

**Discussion**

**MA-25 Public and Assisted Housing – 91.210(b)**

**Introduction**

**Totals Number of Units**

	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers			Special Purpose Voucher		
				Total	Project -based	Tenant -based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available			841						
# of accessible units									

\*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 36 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

**Describe the supply of public housing developments:**

**Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:**

**Public Housing Condition**

Public Housing Development	Average Inspection Score

Table 37 - Public Housing Condition

**Describe the restoration and revitalization needs of public housing units in the jurisdiction:**

**Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:**

**Discussion:**

**MA-30 Homeless Facilities and Services – 91.210(c)**

**Introduction**

**Facilities and Housing Targeted to Homeless Households**

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)					
Households with Only Adults					
Chronically Homeless Households					
Veterans					
Unaccompanied Youth					

Table 38 - Facilities and Housing Targeted to Homeless Households

**Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons**

**List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.**

## **MA-35 Special Needs Facilities and Services – 91.210(d)**

### **Introduction**

**Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs**

**Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing**

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PLAN\_SECTION\_ID=[1350402000]>

**Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)**

**For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))**

**MA-40 Barriers to Affordable Housing – 91.210(e)**

**Negative Effects of Public Policies on Affordable Housing and Residential Investment**

**MA-45 Non-Housing Community Development Assets – 91.215 (f)**

**Introduction**

**Economic Development Market Analysis**

**Business Activity**

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction					
Arts, Entertainment, Accommodations					
Construction					
Education and Health Care Services					
Finance, Insurance, and Real Estate					
Information					
Manufacturing					
Other Services					
Professional, Scientific, Management Services					
Public Administration					
Retail Trade					
Transportation & Warehousing					
Wholesale Trade					
Grand Total					

**Table 39 - Business Activity**

**Data Source:** 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

**Labor Force**

Total Population in the Civilian Labor Force	21,927
Civilian Employed Population 16 years and over	21,575
Unemployment Rate	1.57
Unemployment Rate for Ages 16-24	0.25
Unemployment Rate for Ages 25-65	1.57

**Table 40 - Labor Force**

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	
Farming, fisheries and forestry occupations	
Service	
Sales and office	
Construction, extraction, maintenance and repair	
Production, transportation and material moving	

**Table 41 – Occupations by Sector**

Data Source: 2016-2020 ACS

**Travel Time**

Travel Time	Number	Percentage
< 30 Minutes		
30-59 Minutes		
60 or More Minutes		
Total		

**Table 42 - Travel Time**

Data Source: 2016-2020 ACS

**Education:**

**Educational Attainment by Employment Status (Population 16 and Older)**

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate			
High school graduate (includes equivalency)			
Some college or Associate's degree			
Bachelor's degree or higher			

**Table 43 - Educational Attainment by Employment Status**

Data Source: 2016-2020 ACS

**Educational Attainment by Age**

	Age				
	18-24 yrs	25-34 yrs	35-44 yrs	45-65 yrs	65+ yrs
Less than 9th grade	0	30	100	115	20
9th to 12th grade, no diploma	225	220	300	310	230
High school graduate, GED, or alternative	1,085	1,190	400	1,765	810
Some college, no degree	1,245	810	1,455	1,945	1,160
Associate's degree	160	590	500	1,099	675
Bachelor's degree	263	2,089	3,360	2,670	1,130
Graduate or professional degree	0	605	1,125	914	459

**Table 44 - Educational Attainment by Age**

Data Source: 2016-2020 ACS

**Educational Attainment – Median Earnings in the Past 12 Months**

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	
High school graduate (includes equivalency)	
Some college or Associate's degree	
Bachelor's degree	
Graduate or professional degree	

**Table 45 – Median Earnings in the Past 12 Months**

Data Source: 2016-2020 ACS

**Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?**

**Describe the workforce and infrastructure needs of the business community:**

**Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.**

**How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?**

**Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.**

**Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?**

**If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.**

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PLAN\_SECTION\_ID=[1370705000]>

**Discussion**

**MA-50 Needs and Market Analysis Discussion**

**Are there areas where households with multiple housing problems are concentrated?  
(include a definition of "concentration")**

**Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")**

**What are the characteristics of the market in these areas/neighborhoods?**

**Are there any community assets in these areas/neighborhoods?**

**Are there other strategic opportunities in any of these areas?**

**MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)**

**Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.**

**Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.**

**MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)**

**Describe the jurisdiction's increased natural hazard risks associated with climate change.**

**Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.**

## Strategic Plan

### SP-05 Overview

#### Strategic Plan Overview

**SP-10 Geographic Priorities – 91.215 (a)(1)**

**Geographic Area**

Are a N am e:	Are a T ype :	Other Tar get Area D escription :	HUD A pprov al Dat e:	% of Low/ Mod :	Revi tal T ype: :	Other R evital De scription :	Iden tify the neig hbor hoo d bou ndar ies for this targ et area	Inclu de spec ific hous ing and com mer cial char acte ristic s of this targ et area	How did your cons ultat ion and citiz en parti cipa tion proc ess help you to iden tify this neig hbor hoo d as a targ et area ?	Id en t are the opp ortu nities for imp rove men t in this targ et area ?	What are the opp ortu nities for imp rove men t in this targ et area ?	Are ther e barr iers to imp rove men t in this targ et area ?

<TYPE=[pivot\_table] REPORT\_GUID=[580A1C4243185DA4A57AD1B7DE5CFB16] >

**Table 46 - Geographic Priority Areas**

**General Allocation Priorities**

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

**SP-25 Priority Needs - 91.215(a)(2)**

**Priority Needs**

Priority Need Name	Priority Level	Population	Geographic Areas Affected	Associated Goals	Description	Basis for Relative Priority
<TYPE=[pivot_table] REPORT_GUID=[FA94014F47E6D9E2B2BD089A3161AB93]>						

Table 47 – Priority Needs Summary

**Narrative (Optional)**

**SP-30 Influence of Market Conditions – 91.215 (b)**

**Influence of Market Conditions**

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	
TBRA for Non-Homeless Special Needs	
New Unit Production	
Rehabilitation	
Acquisition, including preservation	

**Table 48 – Influence of Market Conditions**

**SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)**

**Introduction**

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		

Table 49 - Anticipated Resources

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

**Discussion**

**SP-40 Institutional Delivery Structure – 91.215(k)**

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served

Table 50 - Institutional Delivery Structure

**Assess of Strengths and Gaps in the Institutional Delivery System**

**Availability of services targeted to homeless persons and persons with HIV and mainstream services**

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
<b>Homelessness Prevention Services</b>			
Counseling/Advocacy			
Legal Assistance			
Mortgage Assistance			
Rental Assistance			
Utilities Assistance			
<b>Street Outreach Services</b>			
Law Enforcement			
Mobile Clinics			
Other Street Outreach Services			
<b>Supportive Services</b>			
Alcohol & Drug Abuse			
Child Care			
Education			
Employment and Employment Training			
Healthcare			
HIV/AIDS			
Life Skills			
Mental Health Counseling			
Transportation			
<b>Other</b>			
Other			

Table 51 - Homeless Prevention Services Summary

**Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)**

**Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above**

**Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs**

**SP-45 Goals Summary – 91.215(a)(4)**

**Goals Summary Information**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator

Table 52 – Goals Summary

**Goal Descriptions**

Goal Name	Goal Description
	<TYPE=[pivot_table] REPORT_GUID=[260B38D44EF01E6D4D95179E260BE876]>

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)**

**SP-50 Public Housing Accessibility and Involvement – 91.215(c)**

**Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)**

**Activities to Increase Resident Involvements**

**Is the public housing agency designated as troubled under 24 CFR part 902?**

**Plan to remove the 'troubled' designation**

**SP-55 Barriers to affordable housing – 91.215(h)**

**Barriers to Affordable Housing**

**Strategy to Remove or Ameliorate the Barriers to Affordable Housing**

**SP-60 Homelessness Strategy – 91.215(d)**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

**Addressing the emergency and transitional housing needs of homeless persons**

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.**

**Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs**

**SP-65 Lead based paint Hazards – 91.215(i)**

**Actions to address LBP hazards and increase access to housing without LBP hazards**

**How are the actions listed above related to the extent of lead poisoning and hazards?**

**How are the actions listed above integrated into housing policies and procedures?**

**SP-70 Anti-Poverty Strategy – 91.215(j)**

**Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families**

**How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan**

**SP-80 Monitoring – 91.230**

**Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

### Expected Resources

**AP-15 Expected Resources – 91.220(c)(1,2)**

**Introduction**

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		

Table 53 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

**Discussion**

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator

Table 54 – Goals Summary

#### Goal Descriptions

Goal Name	Goal Description
	<TYPE=[pivot_table] REPORT_GUID=[8259A9F3469186F518038A8E2F9CBDBA]>

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

#### Projects

#	Project Name

Table 55 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

**AP-38 Project Summary**

**Project Summary Information**

Project Name	Target Area	Goals Supported	Needs Addressed	Funding	Description	Target Date	Estim num of fa will the p activ
<TYPE=[pivot_table] REPORT_GUID=[54A4ED67473EDAEE248792836A1D83B0]>							

**AP-50 Geographic Distribution – 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

**Geographic Distribution**

Target Area	Percentage of Funds

Table 56 - Geographic Distribution

**Rationale for the priorities for allocating investments geographically**

**Discussion**

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

One Year Goals for the Number of Households to be Supported
Homeless
Non-Homeless
Special-Needs
Total

**Table 57 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through
Rental Assistance
The Production of New Units
Rehab of Existing Units
Acquisition of Existing Units
Total

**Table 58 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

**AP-60 Public Housing – 91.220(h)**

**Introduction**

**Actions planned during the next year to address the needs to public housing**

**Actions to encourage public housing residents to become more involved in management and participate in homeownership**

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

**Discussion**

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

**Addressing the emergency shelter and transitional housing needs of homeless persons**

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

### **Discussion**

**AP-75 Barriers to affordable housing – 91.220(j)**

**Introduction:**

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

**Discussion:**

**AP-85 Other Actions – 91.220(k)**

**Introduction:**

**Actions planned to address obstacles to meeting underserved needs**

**Actions planned to foster and maintain affordable housing**

**Actions planned to reduce lead-based paint hazards**

**Actions planned to reduce the number of poverty-level families**

**Actions planned to develop institutional structure**

**Actions planned to enhance coordination between public and private housing and social service agencies**

**Discussion:**

### Program Specific Requirements

#### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

##### Introduction:

##### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan
3. The amount of surplus funds from urban renewal settlements
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.
5. The amount of income from float-funded activities

Total Program Income

##### Other CDBG Requirements

1. The amount of urgent need activities

##### HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:
2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:
3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:
4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)). <TYPE=[text] REPORT\_GUID=[A0BBB986408D8C25582AC4BE59FA99C5]>
  
6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).
  
7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

**Appendix - Alternate/Local Data Sources**

Sort order	Type	Data Source Name	List the name of the organization or individual who originated the data set.	Provide a brief summary of the data set.	What was the purpose for developing this data set?	Provide the year (and optionally month, or month and day) for when the data was collected	Briefly describe the methodology for the data collection.	Describe the total population from which the sample was taken.	Describe the demographics of the respondents or units	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a	What time period (provide the year, and optionally month and day) is covered by	What is the status of the data set (complete, in progress, or planned)?
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							ted.			surveye d.	certain populati on?	this data set?	
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**CERTIFICATIONS**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

### Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) \_\_\_\_\_ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

**Compliance with Laws** -- It will comply with applicable laws.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**OPTIONAL Community Development Block Grant Certification**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Specific HOME Certifications**

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

**Eligible Activities and Costs** -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

**Subsidy layering** -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

### **Emergency Solutions Grants Certifications**

The Emergency Solutions Grants Program recipient certifies that:

**Major rehabilitation/conversion/renovation** – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

**Matching Funds** – The recipient will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

**Discharge Policy** – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Housing Opportunities for Persons With AIDS Certifications**

The HOPWA grantee certifies that:

**Activities** -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building** -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**APPENDIX TO CERTIFICATIONS**

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

**Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The document you are trying to load requires Adobe Reader 8 or higher. You may not have the Adobe Reader installed or your viewing environment may not be properly configured to use Adobe Reader.

For information on how to install Adobe Reader and configure your viewing environment please see [http://www.adobe.com/go/pdf\\_forms\\_configure](http://www.adobe.com/go/pdf_forms_configure).

**RESOLUTION 24-184**

**TO APPROVE ADDENDUM NO. 1 TO PHASE 2 TASK ORDER WITH NEEL-SCHAFFER FOR THE TRAFFIC SIGNAL AT THE CLEBURNE ROAD/BEECHCROFT ROAD INTERSECTION**

**WHEREAS**, the City of Spring Hill contracted with Neel-Schaffer in March 2024 for improvements to the Cleburne Road/Beechcroft road intersection, to include a proposed traffic signal, further known as Phase 2 of the project; and

**WHEREAS**, Neel-Schaffer has submitted Addendum No. 1 for Phase 2 to add services for roadway widening improvements along a portion of Beechcroft Road, to include survey, design, bid phase assistance and ROW phase assistance; and

**WHEREAS**, the Addendum No. 1 cost is in a not-to-exceed amount of \$89,900.00 and will be expensed from the Capital Projects Fund utilizing City funds and developer contributions.

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

1. Approves Addendum No. 1 to Phase 2 task order with Neel-Schaffer for the traffic signal at the Cleburne Road/Beechcroft Road intersection in the amount of \$89,900.00, as detailed in Exhibit A attached hereto.
2. Authorizes the Mayor to sign Addendum No. 1 to Phase 2 task order.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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

Remote Attachment:

[Link: Addendum \(https://play.champ ... c949910e89b05c955974e41d85774.pdf\) \(LINK\)](https://play.champ...c949910e89b05c955974e41d85774.pdf)

**RESOLUTION 24-185**

**A RESOLUTION TO APPROVE PURCHASE OF FURNITURE, FIXTURES AND EQUIPMENT FROM PATTERSON POPE FOR THE POLICE DEPARTMENT HEADQUARTERS THROUGH SOURCEWELL CONTRACT**

**WHEREAS**, the City of Spring Hill has committed funding for the construction of the new Police Department Headquarters; and

**WHEREAS**, construction of a new larger building will require purchase of additional furniture, fixtures and equipment needed to aid in daily operations of staff; and

**WHEREAS**, Patterson Pope has submitted a cost proposal for heavy duty shelving and storage in the amount of \$640,262.48 through Sourcewell contract, attached hereto as Exhibit A; and

**WHEREAS**, expenses will be funded from the 18-75 fund (311-48001-59391) as budgeted in FY 25.

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

1. Approves a Cost Proposal from Patterson Pope in the amount of \$640,262.48 through Sourcewell contract, attached hereto.
2. Authorize the Mayor to sign the cost proposal.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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

Remote Attachment:

[Link: Full Quote \(https://play.cha ... 3100d96116c9b464805a40c9947a6.pdf\) \(LINK\)](https://play.cha...3100d96116c9b464805a40c9947a6.pdf)

**RESOLUTION 24-186**

**A RESOLUTION TO APPROVE PURCHASE OF FURNITURE, FIXTURES AND EQUIPMENT FROM ALFRED WILLIAMS & COMPANY FOR THE POLICE DEPARTMENT HEADQUARTERS THROUGH SOURCEWELL OMNIA AND CONTRACTS**

**WHEREAS**, the City of Spring Hill has committed funding for the construction of the new Police Department Headquarters; and

**WHEREAS**, construction of a new larger building will require purchase of additional furniture, fixtures and equipment needed to aid in daily operations of staff; and

**WHEREAS**, Alfred Williams & Company has submitted a cost proposal for furniture and fixtures in the amount of \$911,194.00 through Sourcewell and Omnia contracts, attached hereto as Exhibit A; and

**WHEREAS**, expenses will be funded from the 18-75 fund (311-48001-59391) as budgeted in FY 25.

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

1. Approves a Cost Proposal from Alfred Williams & Company in the amount of \$911,194.00 through Sourcewell and Omnia contracts, attached hereto.
2. Authorize the Mayor to sign the cost proposal.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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

Alfred Williams & Company  
 2960 Sidco Drive  
 Nashville, TN 37204  
 (615) 244-0081 main



**SPRING HILL POLICE DEPARTMENT HQ - FURNITURE BUDGET**  
 6/28/2024 REVISED

ID CODE	series	details	unit qty	unit cost	extended cost
<b>WORKSTATIONS / OPEN AREA</b>					
CG-18	DIVIDENDS	DESKS WITH STORAGE AND PANELS	29	\$ 4,100.00	\$118,900.00
<b>subtotal</b>					<b>\$ 118,900.00</b>
<b>PRIVATE OFFICES</b>					
PO-01L	PULSE	LEFT HAND	2	\$ 1,640.00	\$ 3,280.00
PO-01R	PULSE	RIGHT HAND	7	\$ 1,640.00	\$ 11,480.00
PO-02L	PULSE	LEFT HAND	7	\$ 2,585.00	\$ 18,095.00
PO-02R	PULSE	RIGHT HAND	6	\$ 2,585.00	\$ 15,510.00
PO-03R	PULSE	RIGHT HAND	2	\$ 2,265.00	\$ 4,530.00
PO-04L	PULSE	LEFT HAND	1	\$ 1,605.00	\$ 1,605.00
PO-04R	PULSE	RIGHT HAND	1	\$ 1,605.00	\$ 1,605.00
PO-05R	PULSE	RIGHT HAND	1	\$ 2,560.00	\$ 2,560.00
PO-06U	PULSE	U-SHAPE	2	\$ 3,270.00	\$ 6,540.00
PO-07L	PULSE	LEFT HAND	1	\$ 1,460.00	\$ 1,460.00
PO-07R	PULSE	LEFT HAND	1	\$ 1,460.00	\$ 1,460.00
PO-A	PULSE	TACKBOARD ONLY	20	\$ 210.00	\$ 4,200.00
PO-B	PULSE	TACKBOARD AND OVERHEAD	11	\$ 815.00	\$ 8,965.00
<b>subtotal</b>					<b>\$ 81,290.00</b>
<b>ANCILLARY</b>					
CG-01		CREDENZA	5	\$ 1,990.00	\$ 9,950.00
CG-01A		CREDENZA	1	\$ 4,930.00	\$ 4,930.00
CG-02A/B		LECTERN	4	\$ 975.00	\$ 3,900.00
CG-03	PULSE	4-DRAWER LATERAL FILE	4	\$ 1,190.00	\$ 4,760.00
CG-15		KNOLL LATERAL FILE	4	\$ 580.00	\$ 2,320.00
CG-16	PULSE	2-DRAWER LATERAL FILE	26	\$ 620.00	\$ 16,120.00
CG-17L/R	PULSE	WARDROBE	29	\$ 830.00	\$ 24,070.00
CG-19	PULSE	BOOKCASE ORGANIZER	15	\$ 390.00	\$ 5,850.00
CH-01		TASK CHAIR	74	\$ 530.00	\$ 39,220.00
CH-01HD		TASK CHAIR	1	\$ 635.00	\$ 635.00
CH-02		TASK CHAIR	10	\$ 520.00	\$ 5,200.00
CH-03		TASK CHAIR	6	\$ 645.00	\$ 3,870.00
CH-04/B		GUEST CHAIR	72	\$ 325.00	\$ 23,400.00
CH-05		GUEST CHAIR	3	\$ 720.00	\$ 2,160.00
CH-05W		GUEST CHAIR	17	\$ 1,150.00	\$ 19,550.00
CH-06		RIO CHAIR	148	\$ 295.00	\$ 43,660.00
CH-06C		RIO CHAIR	30	\$ 250.00	\$ 7,500.00
CH-07		RIO CHAIR	12	\$ 375.00	\$ 4,500.00
CH-08		WIT TASK CHAIR	30	\$ 450.00	\$ 13,500.00
CH-09		LOUNGE CHAIR	2	\$ 1,730.00	\$ 3,460.00
CH-10		BENCH	10	\$ 3,005.00	\$ 30,050.00
CH-11		TASK CHAIR	1	\$ 710.00	\$ 710.00
CH-12		STOOL	7	\$ 395.00	\$ 2,765.00
CH-13A/B		STOOL	21	\$ 345.00	\$ 7,245.00
CH-14		LOUNGE CHAIR	4	\$ 1,100.00	\$ 4,400.00
CH-15		LOUNGE CHAIR	8	\$ 2,935.00	\$ 23,480.00
CH-16A/B/C/D		DINING CHAIR	16	\$ 250.00	\$ 4,000.00
CH-17		OTTOMAN	0	\$ 510.00	\$ -
CH-18		COACT LOUNGE	0	\$ 6,750.00	\$ -
CH-19A		COACT LOUNGE	2	\$ 4,800.00	\$ 9,600.00

CH-19B		COACT LOUNGE	2	\$ 2,340.00	\$ 4,680.00
CH-20		COACT LOUNGE	0	\$ 4,355.00	\$ -
CH-21		COACT LOUNGE	2	\$ 1,750.00	\$ 3,500.00
CH-22		FLEXXY TRAINING CHAIR	76	\$ 435.00	\$ 33,060.00
CH-23		RECLINER	0	\$ 3,135.00	\$ -
CH-24		BENCH	2	\$ 1,905.00	\$ 3,810.00
CH-25		OUTDOOR CHAIR	0	\$ 360.00	\$ -
CH-26		TASK CHAIR	12	\$ 745.00	\$ 8,940.00
CH-27		LOVESEAT	3	\$ 1,630.00	\$ 4,890.00
CH-28		TASK CHAIR	8	\$ 500.00	\$ 4,000.00
CH-29		TASK CHAIR	16	\$ 415.00	\$ 6,640.00
CH-30		OUTDOOR LOUNGE CHAIR	0	\$ 590.00	\$ -
CH-31		LOUNGE CHAIR	0	\$ 2,165.00	\$ -
ST-01		SHELVING	15	\$ 480.00	\$ 7,200.00
TA-01A		TABLE	6	\$ 1,220.00	\$ 7,320.00
TA-01B		TABLE	38	\$ 1,070.00	\$ 40,660.00
TA-01C		TABLE	16	\$ 675.00	\$ 10,800.00
TA-02		TABLE	6	\$ 440.00	\$ 2,640.00
TA-03 LAM1/2		TABLE	5	\$ 495.00	\$ 2,475.00
TA-03 SS		TABLE	5	\$ 790.00	\$ 3,950.00
TA-04		TABLE	3	\$ 1,560.00	\$ 4,680.00
TA-05A (SS)		TABLE	2	\$ 1,310.00	\$ 2,620.00
TA-05B (SS)		TABLE	1	\$ 850.00	\$ 850.00
TA-05C/D (LAM)		TABLE	3	\$ 495.00	\$ 1,485.00
TA-06A		TABLE	5	\$ 1,500.00	\$ 7,500.00
TA-06B		TABLE	2	\$ 1,335.00	\$ 2,670.00
TA-07A		TABLE	2	\$ 1,850.00	\$ 3,700.00
TA-07B		TABLE	3	\$ 605.00	\$ 1,815.00
TA-08		TABLE	0	\$ 2,705.00	\$ -
TA-09		TABLE	1	\$ 745.00	\$ 745.00
TA-10		TABLE	2	\$ 1,175.00	\$ 2,350.00
TA-12		TABLE	1	\$ 4,715.00	\$ 4,715.00
TA-13		TABLE	1	\$ 8,480.00	\$ 8,480.00
TA-14		TABLE	1	\$ 7,400.00	\$ 7,400.00
TA-16		TABLE	1	\$ 1,940.00	\$ 1,940.00
TA-17		TABLE	1	\$ 1,710.00	\$ 1,710.00
TA-19		TABLE	0	\$ 940.00	\$ -
TA-20		TABLE	1	\$ 970.00	\$ 970.00
TA-21		TABLE	1	\$ 13,490.00	\$ 13,490.00
PILLOW		PILLOW	0	\$ 185.00	\$ -
POWER UNIT		POWER UNIT	78	\$ 165.00	\$ 12,870.00
<b>subtotal</b>					<b>\$ 545,360.00</b>

<b>package subtotal</b>	<b>\$ 745,550.00</b>
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Contingency for fabrics and finishes - to be removed if unused before final quote \$ 59,644.00  
 freight incl w/ items  
 Installation and PM fees - Includes single phase, Elevator access, Direct ship \$ 106,000.00  
 Tax Exempt  
 Note: numbers in red were revised 6/28

<b>package total</b>	<b>\$ 911,194.00</b>
----------------------	----------------------

Furniture Budget Provided By: \_\_\_\_\_ Date: \_\_\_\_\_

Furniture Budget Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

**RESOLUTION 24-187**

**A RESOLUTION TO APPOINT ONE MEMBER TO THE DUCK RIVER BOARD OF DIRECTORS REPRESENTING THE CITY OF SPRING HILL**

**WHEREAS**, it is the responsibility of the Spring Hill Board of Mayor and Aldermen to appoint members to the Duck River Board of Directors in accordance with TCA 64-1-602; and

**WHEREAS**, there will be one vacant position on the Duck River Board of Directors; and

**WHEREAS**, the Spring Hill Board of Mayor and Aldermen wishes to make the following appointment to the Duck Rive Board of Directors:

**Vincent Fuqua, City of Spring Hill, Alderman, Ward 4**

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the above-named applicant is appointed, and will serve concurrent to the elected term.

Passed and adopted by the Spring Hill Board of Mayor and Aldermen, this 5<sup>th</sup> day of August, 2024.

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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

**RESOLUTION 24-188**

**A RESOLUTION TO APPOINT ONE MEMBER TO THE DUCK RIVER AGENCY  
TECHNICAL ADVISORY COMMITTEE REPRESENTING THE CITY OF SPRING  
HILL**

**WHEREAS**, it is the responsibility of the Spring Hill Board of Mayor and Aldermen to appoint members to the Duck River Agency technical advisory committee in accordance with TCA 64-1-602; and

**WHEREAS**, there is one vacant position on the Duck River Agency Technical Advisory Committee; and

**WHEREAS**, the Spring Hill Board of Mayor and Aldermen wishes to make the following appointments to the Duck Rive Agency Technical Advisory Committee:

**Primary Contact: Dan Allen, City of Spring Hill, Assistant City Administrator**

**Alternate Contact: Jessica Weaver, City of Spring Hill, Utility Director**

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the above-named applicants are appointed.

Passed and adopted by the Spring Hill Board of Mayor and Aldermen, this 5<sup>th</sup> day of August 2024.

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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

**RESOLUTION 24-189**

**A RESOLUTION TO APPROVE SUPPORT FOR DRA DRUC FUNDING AGREEMENT FOR \$3 MILLION PARTIAL FUNDING REQUEST OF DRA FUNDS**

**WHEREAS**, the City of Spring is a member of the Tennessee Duck River Development Agency (the “Agency”), which currently holds approximately \$13.1 Million in its Water Supply Project Trust (the “Trust”) under agreement dated July 25, 2024, between the Agency and First Farmers & Merchants Bank, Trustee; and

**WHEREAS**, under the terms of the Trust agreement, the Trust funds are to be used for “new or improved regional water supply infrastructure projects in the Duck River basin;” and

**WHEREAS**, the Agency’s 2011 Regional Water Supply Plan (“Water Supply Plan”) specifically calls for an additional Duck River water supply intake that would not rely on Normandy Reservoir discharges and that would meet growth demands in Maury County and water demands during an extended period of drought; and

**WHEREAS**, Duck River Utility Commission (DRUC) has a development plan that includes constructing a lower water intake on the Normandy Lake that will meet the requirements of this aspect of the Regional Water Supply Plan; and

**WHEREAS**, DRUC has received grant funding from American Rescue Funds in the amount of \$7.8 million dollars with a project cost of \$10.8 million dollars; and

**WHEREAS**, disbursements from the Trust require approval by a simple majority of the governing bodies of the participating water systems; and

**WHEREAS**, the Board of Mayor and Alderman of the City of Spring Hill, TN has determined that financial support by the Agency of the DRUC project is in the best interests of all the Agency’s member water systems and of the region’s water management needs.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen approves the Agency’s funding from the Trust of \$3 Million to DRUC in furtherance of the intake project.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 5<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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

RE: Duck River Utility Commission request for three million dollars for partial funding to renovate their water intake structure.

The Duck River Utility Commission (DRUC) has requested partial funding for up to \$3 million from the Duck River Agency (DRA) to renovate/upgrade their water intake on Normandy Reservoir. The renovation to the water intake will allow TVA to use more available water from Normandy Reservoir during an extended drought period to meet demands for aquatic biota, water supply and wastewater assimilation downstream. This will be achieved by lowering the reservoir below what DRUC is currently able to operate by approximately 10 to 12 feet. The renovation to the water intake is a little over \$10 million. DRUC has received a grant, American Rescue Funds, from the State for \$7.8 million and with funds from DRA the project can be completed with very little funds needed from DRUC.

Approval to receive funds for regional water supply infrastructure projects from the DRA trust a simple majority vote is required from the seven water systems that have contributed to DRA.

Even though this project is not identified specifically in the 2011 Duck River Comprehensive Regional Water Supply Plan it supports the overall regional need for additional water resources by a “going down” approach before “going up” with Normandy Reservoir. This is a feasible environmental and economic approach that is supported by the DRA Board.



## DUCK RIVER UTILITY COMMISSION

Post Office Box 1237      270 Water Lane      Tullahoma, Tennessee 37388  
Telephone: (931) 455-6458      Fax: (931) 455-6488      www.druc.org

March 26, 2024

Mr. Tommy Peebles, Chairman  
Duck River Agency  
210 E Depot Street  
Shelbyville, Tennessee 37160

Mr. Peebles,

The Duck River Utility Commission is the water authority formed by the Cities of Manchester and Tullahoma to supply all potable water to the Manchester Water and Sewer Department, Tullahoma Utilities Authority, and five other connected water systems from Normandy Reservoir. Both the MWSD and TUA have been members of the Duck River Agency since its founding in 1971 and members of the Duck River Agency Technical Advisory Committee (DRATAC) since its inception in 1999. The systems supplied by the DRUC have contributed a combined total of approximately \$3.4 million to the Duck River Agency.

The DRUC is committed to being a good steward of the Duck River and Normandy Reservoir and has been very active in the work of the DRA. The DRUC appreciates the efforts for the DRA Board, Mr. Doug Murphy, his predecessors, and DRA staff over the years to protect the river and supply fresh drinking water to all counties in the Duck River watershed. The DRUC will replace Manchester and Tullahoma as a member of the DRA upon the passage of the pending DRA legislation and the Commission has already passed a resolution committing to payment of the DRA membership fee when the legislation becomes law.

Recent release of a report and modeling information by TVA states that future droughts similar to that experienced in 2008 will require TVA to pull down the reservoir level in Normandy Reservoir to as low as elevation 840 feet in order to maintain minimum flows in the Duck River for downstream purposes including protecting aquatic species, water supply, and waste assimilation. The DRUC water intake pumping facility loses capacity to pump as the water level in the reservoir falls significantly below winter pool and the Commission will be unable to meet demand at levels below 850 feet. At elevation 840 feet, the communities served by DRUC will be completely out of water. As a result, the DRUC urgently needs to upgrade its intake pumping facility to be capable of pumping at these lower water levels and make additional upgrades to adapt to the resulting poor water quality. The cost of the necessary upgrades to the intake facility and treatment systems is approximately \$10 million dollars.

The DRUC has applied for an SRF loan and other grant funding to finance these upgrades but additional funds will be required. The DRUC respectfully requests that the DRA provide partial funding in an amount up to \$3 million dollars due to the regional nature of the project. These upgrades by the DRUC are necessary to allow TVA to utilize more reservoir storage for downstream flow maintenance to the benefit of all water users in the basin and meet State designated uses of the Duck River. Please see attached TVA modeling information.

DRA currently has over \$13 million in the Water Supply Project Trust of which \$10 million may be used to assist CPWS in the construction a new downstream intake. Therefore, the DRUC request could be granted with the remaining funds in the trust. In summary, DRUC requests the DRA contribute to the necessary intake and treatment modifications to provide drought resilience for DRUC and all downstream water needs. Please reach out to me at your convenience with any questions the Board might have about our request.

Sincerely,

Randal J. Braker, PE  
General Manager

RJB/hdh

CC: Doug Murphy, DRA

*Providing Manchester, Tullahoma and Coffee County with pure water now and in the future*

---

## Results of TVA Modeling of Availability

TVA's original water availability study of the DRUC intake completed after the record drought of 2007 showed that the DRUC intake was 100% reliable and that no action was needed. TVA reported that the level of Normandy Reservoir would not fall below the minimum pumping elevation of 850 feet.

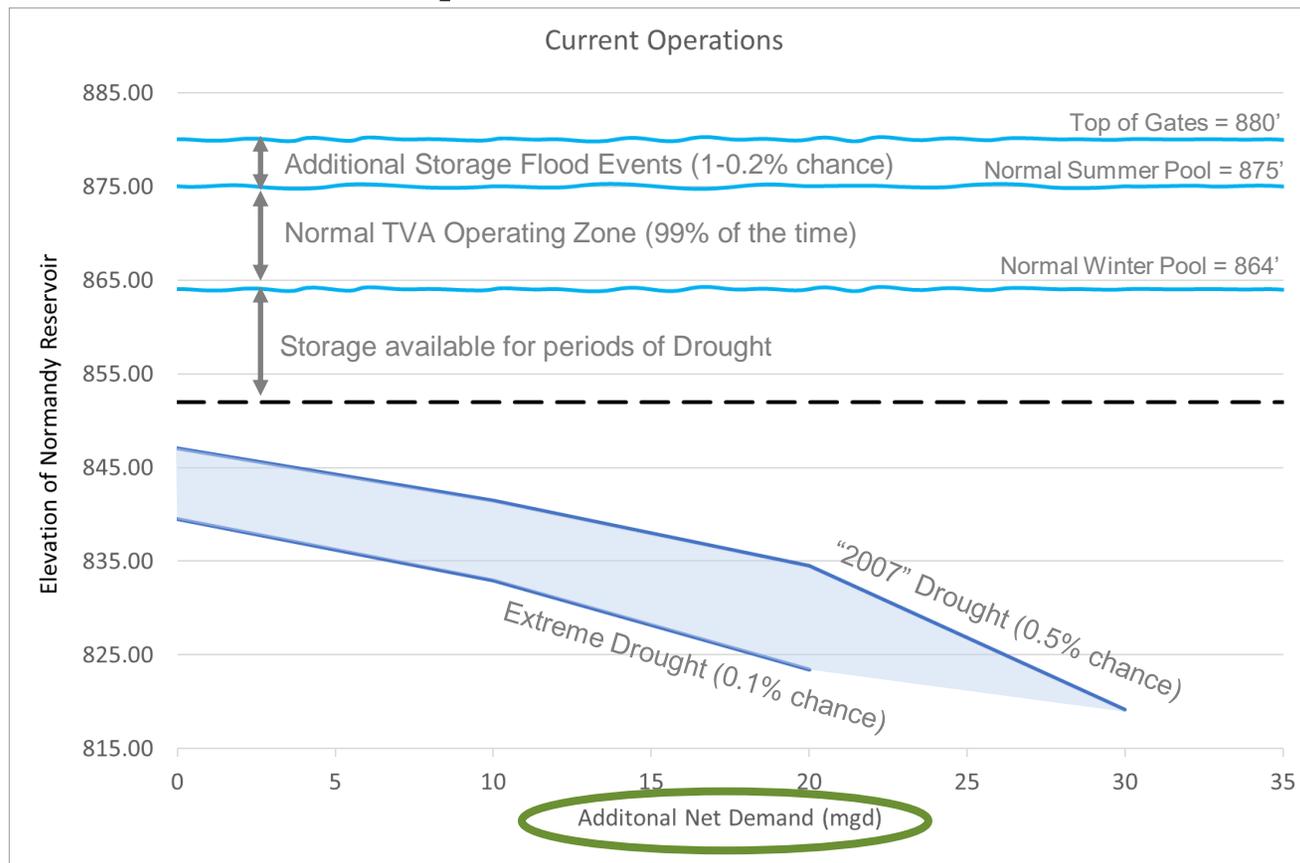
TVA's report noted: Using dendrochronology-based and observed precipitation data applied to TVA's suite of hydrologic and reservoir models, the pool elevation of Normandy Reservoir never fell below the Duck River UC assumed minimum operating intake elevation. This resulted in a no days of shortage and a modeled intake reliability of 100%. These findings indicate that the water supply reliability for this intake is very strong.

However, a new report using updated modeling in 2023 predicts that the level of Normandy Reservoir may drop below 840 feet in a severe drought assuming current reservoir operation to maintain minimum flows in the Duck River downstream. See graph on next page.

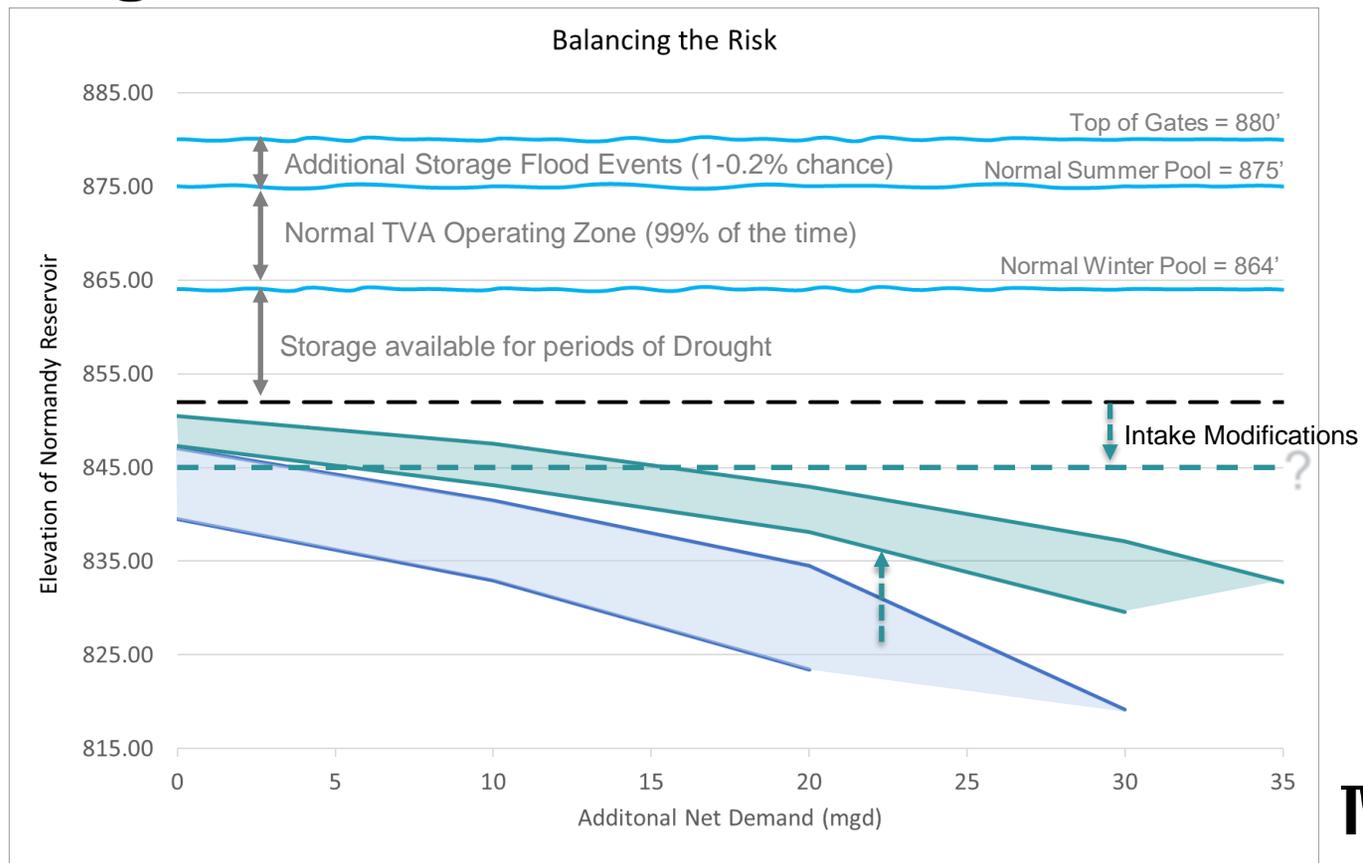
TVA suggests that DRUC modify its intake facility to be capable of withdrawing water reliably down to a minimum pool elevation as low as 835 feet. The DRUC intake is completely dry at a reservoir level of 828 feet. TVA indicates that this modification will balance the risk of water outages when combined with the proposed optimization of reservoir operations. See third page graph.

The DRUC engineering team estimates the cost of the necessary intake modifications and additional treatment upgrades to adapt to the resulting changes in source water quality will cost approximately \$10 million.

# Results Current Operations



# Balancing the Risk



**AGREEMENT FOR PARTIAL FUNDING TO RENOVATE THE DUCK RIVER UTILITY COMMISSION RAW WATER INTAKE BY AND BETWEEN THE TENNESSEE DUCK RIVER DEVELOPMENT AGENCY AND THE DUCK RIVER UTILITY COMMISSION**

This agreement is made and entered into this \_\_\_\_\_, 2024, by and between the Duck River Utility Commission, hereinafter referred to as “DRUC”, and Tennessee Duck River Development Agency, established by the General Assembly of the State of Tennessee, hereinafter referred to as “DRA”.

WHEREAS, in 2011 DRA completed its Duck River Comprehensive Regional Water Supply Plan (the WSP), which was an assessment through the year 2060 of the need for water supply from Normandy Reservoir and the Duck River, including a projection of water demands for domestic, commercial, and industrial purposes in the region; and

WHEREAS, one of the WSP recommended cornerstone alternatives for meeting future water supply needs is Normandy Reservoir Capacity Improvements; and

WHEREAS, Tennessee Valley Authority (TVA) completed an internal study in 2022 to determine the net demand availability for Normandy Reservoir; and

WHEREAS, TVA recommended there is more water available to manage Duck River environmental flows and potable water use by renovating the DRUC water intake (the DRUC Project) to withdraw water at lower reservoir elevations; and

WHEREAS, while renovating the DRUC water intake is not recognized in the 2011 WSP as a component of a recommended alternative, it does improve usable capacity in Normandy Reservoir by making more water available for DRUC under lower reservoir elevations during an extended drought period; and

WHEREAS, DRA maintains its Water Supply Project Trust (the Trust) under agreement dated April 26, 2018 between DRA and First Farmers & Merchants Band, Trustee; and

WHEREAS, the Trust funds are to be used for “new and improved water supply infrastructural projects in the Duck River Basin,” with any project using funds from the Trust requiring approval by a simple majority of the governing boards of the water systems who are members of DRA; and

WHEREAS, DRUC is in the process of securing funding for the DRUC water intake renovations and has requested that DRA contribute up to Three Million Dollars (\$3,000,000) from the Trust in stages as the renovation progresses, with a promise to repay DRA if the DRUC Project is not completed in 6 years of the date of execution of this agreement; and

WHEREAS, the DRA Board of Directors has found that the DRUC Project meets the expectations of the WSP and has agreed to fund the DRUC Project in the requested amount as set forth in this Agreement;

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. DRUC Obligations:

- a. DRUC will act as may be necessary to renovate the water intake in Normandy Reservoir, Coffee County, Tennessee in accordance with all applicable state and federal laws, rules, and regulations.
- b. DRUC will provide documentation on the DRUC Project to DRA as may be reasonably requested by DRA or as may be required by the Tennessee Comptroller's Office, the auditors for DRA, or the Trustee, to assist with monitoring the progress and completion of the payment obligations outlined below.
- c. DRUC agrees to share all relevant planning and technical information with DRA for its continued need to address the present and future water supply needs in the Duck River Basin.
- d. DRUC must complete the DRUC Project within 6 years of the date of execution of the agreement, or it will be required to repay the sums received under this Agreement to the Trust in accordance with the rules and regulations of the Tennessee Comptrollers Office.
- e. DRUC agrees to work with DRA on the timing of disbursements based upon current investments in the Trust.
- f. DRUC agrees to spend all the money received through grants, state and federal, and first and second contributions from DRA before requesting the last contribution from the DRA Trust to finish the DRUC Project.
- g. DRUC supports a long-term partnership with DRA by appointing a representative to the Duck River Agency Technical Advisory Committee and the governing body of DRUC appoints a member to the DRA Board.
- h. DRUC supports DRA operations and regional water supply projects and programs benefiting its members by a membership fee based on treated water delivered to its water system.

2. DRA obligations:

- a. DRA agrees to provide funds to DRUC upon approval of a simple majority of the governing boards of the water systems who are members of DRA as follows:
  - i. One Million Dollars (\$1,000,000) to be disbursed upon final approval by a majority of the governing boards of the water systems who are members of DRA, to assist DRUC in finalizing engineering and obtaining all permits needed for the DRUC Project.
  - ii. One Million Dollars (\$1,000,000) to be disbursed upon execution of contracts to purchase and install pumps and electrical components.
  - iii. Up to One Million Dollars (\$1,000,000) to complete DRUC Project installation.

3. Dispute Resolution:

- a. If DRA and DRUC are unable to agree in any issue or other question arising under this Agreement, it is agreed that prior to either party instituting suit against the other party, both parties shall seek a binding arbitration of such disputed issues or questions which shall be referred to a determination of the three arbitrators: one appointed by DRUC, a second appointed by DRA, and the third chosen by the two arbitrators so chosen. Only parties qualified as professionals in the matter of controversy will be appointed as arbitrators. The party desiring such arbitration shall give written notice to the other party and in such notice shall name an arbitrator. The arbitrator to be appointed by the other party shall be named in written notice to the party requesting such arbitration within thirty days after receipt of such notice of arbitration. The third arbitrator shall, within fifteen days of appointment of the second arbitrator, be selected by the two arbitrators previously appointed. If one of the said parties fails to appoint an arbitrator within the time provided herein, it is expressly understood and agreed that the one arbitrator who has been appointed shall be the sole arbitrator and shall arbitrate the question alone. If arbitrators are appointed by the respective parties and fail to select the third arbitrator within the time provided herein, the third arbitrator shall be appointed by agreement of the parties or by the Clerk and Master of the Chancery Court of Coffee County, Tennessee, and the Clerk and Master of the Chancery Court of Bedford County, Tennessee, upon application therefore filed by either of said parties to the arbitration. If the Clerk and Masters are unwilling or unable to appoint the third arbitrator, either party may file a petition with the Chancery Court of Coffee County, Tennessee, or Bedford County, Tennessee, for the appointment of such arbitrator.
- b. The determination of the arbitrator(s) shall be submitted to DRUC and to DRA with findings of fact, conclusions of law, and citation of supporting data. A dissenting view may be filed by any arbitrator.
- c. The final determination by the arbitrators shall be effective as of the date on which the disputed action was originally proposed to go into effect. A copy of the final determination shall become and shall be made of this Agreement and both parties hereto shall be subject to directives and conditions of the determination.
- d. It is the intent of both DRUC and DRA that only issues of significant economic and operational importance be resolved through arbitration, and that arbitration be considered as last resort following other attempts to resolve through negotiations, use of independent experts and consultants, mediation, or other means at the disposal of each of the parties.

4. Notice: The parties hereto agree that whatever notice to the other party is required by the terms of this Agreement, such parties shall be in writing and sent by certified mail, return receipt requested, addressed to the appropriate agent of the other party.

If to DRUC:                   General Manager  
Duck River Utility Commission  
PO Box 1237  
Tullahoma, TN 37388

If to DRA:                    Executive Director  
Tennessee Duck River Agency  
210 E Depot Street  
Shelbyville, TN 37160

5. Severability: In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.
6. Headings and References: The headings on this Agreement are for convenience of reference only and shall not define or limit the provisions thereof. All references in the Agreement to particular Articles or Sections are references to Articles or Sections of this Agreement, unless otherwise indicated.

IN WITNESS WHEREOF, the parties hereto have subscribed their names on the date and year above written.

DUCK RIVER UTILITY COMMISSION

By: \_\_\_\_\_  
Robert VanPatten, Chairman  
Duck River Utility Commission

By: \_\_\_\_\_  
Randal Braker, General Manager  
Duck River Utility Commission

TENNESSEE DUCK RIVER DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Tommy Peebles, Chairman  
Tennessee Duck River Development Agency

By: \_\_\_\_\_  
Doug Murphy, Executive Director  
Tennessee Duck River Development Agency

**RESOLUTION 24-190**

**A RESOLUTION TO AUTHORIZE EMERGENCY REPAIRS TO THE  
RAW WATER INTAKE DRIVE NO. 2**

**WHEREAS**, the raw water intake Drive no. 2 has mechanically failed; and

**WHEREAS**, the drive is a critical component to the City of Spring Hill source water delivery system for production of potable water to the community; and

**WHEREAS**, the purchasing manual of the City of Spring Hill allows for emergency purchases under section “X.”; and

**WHEREAS**, the City Staff met all requirements and utilized the provision in the City’s Purchasing Manual to proceed with emergency repairs for the following amounts to be added to the Water Plant FY 2025 budget through budget amendment no.1 utilizing depreciation expense utilizing John Bouchard & Sons Co. for the purchase, installation, factory setup and warranty to replace Drive No. 2 at a total cost of \$78,150.00

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen authorize emergency repairs and corresponding associated expenses described herein to repair the Raw Water Intake Drive No. 2.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 5<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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



**REQUEST:**        *Approval of Resolution 24-190*  
**SUBMITTED BY:**   Jessica Weaver, Utility Director  
**DATE:**             August 5<sup>th</sup>, 2024  
**RE:**                 To approve emergency purchase of repairs to the raw water intake Drive No. 2  
**ATTACHMENTS:**

---

**PURPOSE:**

To approve Resolution 24-190 to approve emergency repairs to the raw water intake Drive no.2 and associated costs.

**BACKGROUND:**

The City of Spring Hill water treatment facility currently has 3 raw water pumps and drive systems. Two pumps are needed to provide water to the citizens during high usage. Currently only two pump and drive systems are fully functioning with drive no. 2 inoperable.

**FINANCIAL IMPACT:**

This will be funded from water depreciation expense at a total cost of \$78,150.00 .

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 24-190 to approve emergency repairs to the raw water Drive No. 2



**CONSTRUCTION & SALES**

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

# JOHN BOUCHARD & SONS CO.

BUILDING & SUSTAINING  
HARDWORKING INFRASTRUCTURE

- SINCE 1900 -

**SERVICE & REPAIR**

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

## Electrical Department Estimate Proposal

7/18/2024

Jeremy Vanderford  
Spring Hill WTP Superintendent

**RE: replace 400hp VFD @ WTP**

Mr. Vanderford,

We appreciate the opportunity to provide you with a quotation for the following electrical scope:

- Disconnect and removal existing 400hp Danfoss VFD
- Rework line and load circuits
- Install new Danfoss VFD matching that of previous replacement
- Startup of new VFD
- Controls integration with Southern Flow Master Control Panel

**Install Estimate: \$78,150.00 (Seventy-Eight Thousand One Hundred Fifty Dollars)**

**Estimate Valid Until 8/14/2024. Final billing will be at service contract rates.**

*\*NOTES\* ADD 5% IF PAYMENT MADE BY CREDIT CARD*

Accepted On: \_\_\_\_\_ 2024

John Bouchard & Sons Co.

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

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

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

Name: Casey Clark

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

Nashville - Knoxville  
Elizabethtown - Evansville

**RESOLUTION 24-191**

**A RESOLUTION TO APPROVE THE SOUTHSIDE WATER STORAGE TANK**

**WHEREAS**, the City of Spring has a need for a water storage tank to serve the current and future needs of the City; and

**WHEREAS**, the City owns certain real property and 0.34-million-gallon standpipe water storage tank; and

**WHEREAS**, the storage tank is inadequately sized for the area it is serving; and

**WHEREAS**, the City and the consulting engineer have determined upsizing the tank at this location to a 2-million-gallon pedosphere is in the best interest of the community; and

**WHEREAS**, the city released an invitation to bid for the demolition of the existing tank and booster station and construction of the new 2.0-million-gallon water storage tank; and

**WHEREAS**, two bidders responded for the demolition project scope with Freedom Rolloff's, LLC submitting the lowest bid at a total cost of \$42,000.00; and

**WHEREAS**, two bidders responded for the construction project scope with CB&I Storage Tank Solutions submitting the lowest bid at a total cost of \$6,389,240.00; and

**WHEREAS**, funding for the Southside water storage tank will be from FY 25 budgeted funds of \$2,674,269.00 and FY 26 budgeted funds in the amount of \$4,400,095.00; and

**WHEREAS**, City staff recommends approval of the demolition project for a total cost of \$42,000.00 and the construction project for a total cost of \$6,389,240.00 for total project cost of \$6,431,240.00 and the establishment of a project contingency for said project in the amount of ten percent (10%) for a total appropriation cost of \$7,074,364.00

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

1. Award the demolition project scope at a total cost of \$42,000.00 attached hereto with Freedom Rolloff's LLC.
2. Award the construction project scope at a total cost of \$6,389,240.00 attached hereto with CB&I Storage Tank Solutions.
3. Establish a water storage tank project contingency in the amount of \$643,124 for a total budget appropriation of \$7,074,364.00
4. Authorize the Mayor to sign the Contracts and Ancillary agreements in substantial conformity attached hereto.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of August 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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



**REQUEST:**        **Approval of Resolution 24-191**  
**SUBMITTED BY:**   **Jessica Weaver, Utility Director**  
**DATE:**             **August 5<sup>th</sup>, 2024**  
**RE:**                 **To approve the resolution to build the 2-million-gallon Southside water storage tank**

**ATTACHMENTS:**

---

**PURPOSE:**

To approve Resolution 24-191 to approve the demolition of the 0.34-million-gallon water storage tank and construct the 2.0-million-gallon Southside Water Storage Tank

**BACKGROUND:**

The City of Spring Hill needs additional water storage capacity. The original water storage tank capacity for the South side of the city was 0.34-million-gallons. Consulting Engineer Ryan Chamblee and City Staff recommend increasing the total storage capacity to 2 million gallons to provide for current residents on the south side of the City. The project estimated duration extends across two budget years with an anticipated completion date of 2026. This is a much-needed project to provide for our existing community needs.

**FINANCIAL IMPACT:**

This will be funded from FY25 budgeted funds at a total cost of \$ \$2,674,269.00 and FY 26 budgeted funds in the amount of \$4,400,095.00 with \$643,124.00 being allocated for contingency.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 24-191 to approve the demolition project for a total cost of \$42,000.00 and the construction project for a total cost of \$6,389,240.00 for total project cost of \$6,431,240.00 and the establishment of a project contingency for said project in the amount of ten percent (10%) for a total appropriation cost of \$7,074,364.00 and authorize the Mayor to sign the agreement attached hereto.

Remote Attachment:

[Link: Specs \(https://play.champds. ... edaf2f7c196a0f093ab7ce1a3477b.pdf\)](https://play.champds. ... edaf2f7c196a0f093ab7ce1a3477b.pdf) (LINK)



502 HAZELWOOD DRIVE  
SMYRNA, TN 37167 | 615.220.5800  
WWW.THOMASANDHUTTON.COM

July 25, 2024

File No. 28298.0053

Ms. Jessica Weaver  
City of Spring Hill, Utility Director  
3893 Mahlon Moore Road  
Spring Hill, Tennessee 37174

**RE: CITY OF SPRING HILL, TENNESSEE  
SOUTHSIDE 2.0 MG WATER STORAGE TANK  
BID REVIEW AND AWARD RECOMMENDATION**

Dear Ms. Weaver:

As you are aware, bids for the construction of the above-referenced project were received by the City of Spring Hill, on July 11, 2024, at 2:00 PM (CST). Two contractors submitted bids for the project, including CB&I Storage Tank Solutions, LLC and Phoenix Fabricators & Erectors. Thomas & Hutton (T&H), has developed a bid tabulation of the submitted bids, see attachment.

CB&I Storage Tank Solutions, LLC (CB&I), submitted an apparent low bid in the amount of \$6,389,240.00. T&H has reviewed the "Project Bid Package" as submitted by CB&I and finds it to be in good order. The City of Spring Hill has experience with CB&I, having built Hardin's Landing 1.5 MG Water Storage Tank and performed well on the project. Further, CB&I has the most experience of any tank manufacturer constructing single-pedestal spheroid style tanks in the 2.0 MG size.

Therefore, T&H recommends the award of this project to CB&I Storage Tank Solutions, LLC in the amount of \$6,389,240.00. Should you have any questions or comments please give me a call.

Sincerely  
**THOMAS & HUTTON**

A handwritten signature in blue ink that reads "Ryan Chamblee".

Ryan Chamblee, P.E., Project Manager

cc: Pam Caskie, City Administrator  
Dan Allen, Assistant City Administrator  
Jeremy Vanderford, Water Treatment Plan Superintendent  
TC Norman, Water Distribution Superintendent

City of Spring Hill, Tennessee  
Southside 2.0 MG Water Storage Tank  
Bid Opening - Thursday, July 11, 2024, 2:00 PM

Bid Tabulation	
Contractor	Total Base Bid
CB&I Storage Tank Solutions, LLC	\$ 6,389,240.00
Phoenix Fabricators & Erectors *	\$ 7,810,000.00

\* Opened 7/15/2024 (Sent to Mayor's Office by mistake after receipt by Spring Hill Staff on 7/11/24 at 8:48 am)





502 HAZELWOOD DRIVE  
SMYRNA, TN 37167 | 615.220.5800  
WWW.THOMASANDHUTTON.COM

July 25, 2024

File No. 28298.0053

Ms. Jessica Weaver  
City of Spring Hill, Utility Director  
3893 Mahlon Moore Road  
Spring Hill, Tennessee 37174

**RE: CITY OF SPRING HILL, TENNESSEE  
SOUTHSIDE WATER STORAGE TANK AND BOOSTER STATION DEMOLITION  
BID REVIEW AND AWARD RECOMMENDATION**

Dear Ms. Weaver:

As you are aware, bids for the construction of the above-referenced project were received by the City of Spring Hill, on July 11, 2024, at 2:00 PM (CST). Two contractors submitted bids for the project, including Freedom Rolloffs, LLC, LLC and Z & S Demolition, LLC. Thomas & Hutton (T&H), has developed a bid tabulation of the submitted bids, see attachment.

Freedom Rolloffs, LLC, submitted an apparent low bid in the amount of \$42,000.00. T&H has reviewed the "Project Bid Package" as submitted by Freedom Rolloffs, LLC. and finds it to be in good order. T&H has called project references and received positive feedback on the contractor's work performance.

Therefore, T&H recommends the award of this project to Freedom Rolloffs, LLC in the amount of \$42,000.00. Should you have any questions or comments please give me a call.

Sincerely  
**THOMAS & HUTTON**

A handwritten signature in blue ink that reads "Ryan Chamblee".

Ryan Chamblee, P.E., Project Manager

cc: Pam Caskie, City Administrator  
Dan Allen, Assistant City Administrator  
Jeremy Vanderford, Water Treatment Plan Superintendent  
TC Norman, Water Distribution Superintendent

**City of Spring Hill, Tennessee**  
**Southside Water Storage Tank and Booster Station Demolition**  
**Bid Opening - Thursday, July 11, 2024, 2:00 PM**

Bid Day Tabulation		
Freedom Rolloffs, LLC	\$	42,000.00
Z&S Demolition, LLC	\$	149,750.00



# CONTRACT A SOUTHSIDE WATER STORAGE TANK AND BOOSTER STATION DEMOLITION

CITY OF SPRING HILL, MAURY COUNTY, TENNESSEE

PREPARED FOR:  
CITY OF SPRING HILL  
UTILITY DEPARTMENT

ADDRESS  
199 TOWN CENTER PARKWAY  
SPRING HILL, TN 37174

MARCH 2024  
CITY BOARD OF MAYOR AND ALDERMAN

HONORABLE JIM HAGAMAN  
WILLIAM POMEROY  
JOHN CANEPARI  
JASON COX  
MATT FITTERER  
KEVIN GAVICAN  
BRENT MURRAY  
VINCENT FUQUA  
TRENT LINVILLE  
PAMELA CASKIE  
JESSICA WEAVER  
JEREMY VANDERFORD

MAYOR  
VICE MAYOR  
ALDERMAN  
ALDERMAN  
ALDERMAN  
ALDERMAN  
ALDERMAN  
ALDERMAN  
ALDERMAN  
CITY ADMINISTRATOR  
UTILITY DIRECTOR  
WATER TREATMENT  
PLANT SUPERINTENDENT

J-28298.0053  
PREPARED BY:

**CITY OF SPRING HILL, TENNESSEE**

APPROVED BY:   
TITLE: *City Administrator* DATE: *3-13-24*



**NOT TO BE USED FOR BIDDING PURPOSES. CONTACT THOMAS & HUTTON TO PURCHASE SET OF BID DOCUMENTS**



VICINITY MAP  
SCALE: 1" = 500'

L28298.0053 - CONTRACT A - SOUTHSIDE WATER STORAGE TANK AND BOOSTER STATION DEMOLITION  
3/13/2024

Sheet List Table	
SHEET NUMBER	SHEET TITLE
CO	COVER SHEET
CI.1	EXISTING SITE LAYOUT
CI.2	DEMOLITION PLAN
CI.3	PROPOSED SITE LAYOUT- DEMO

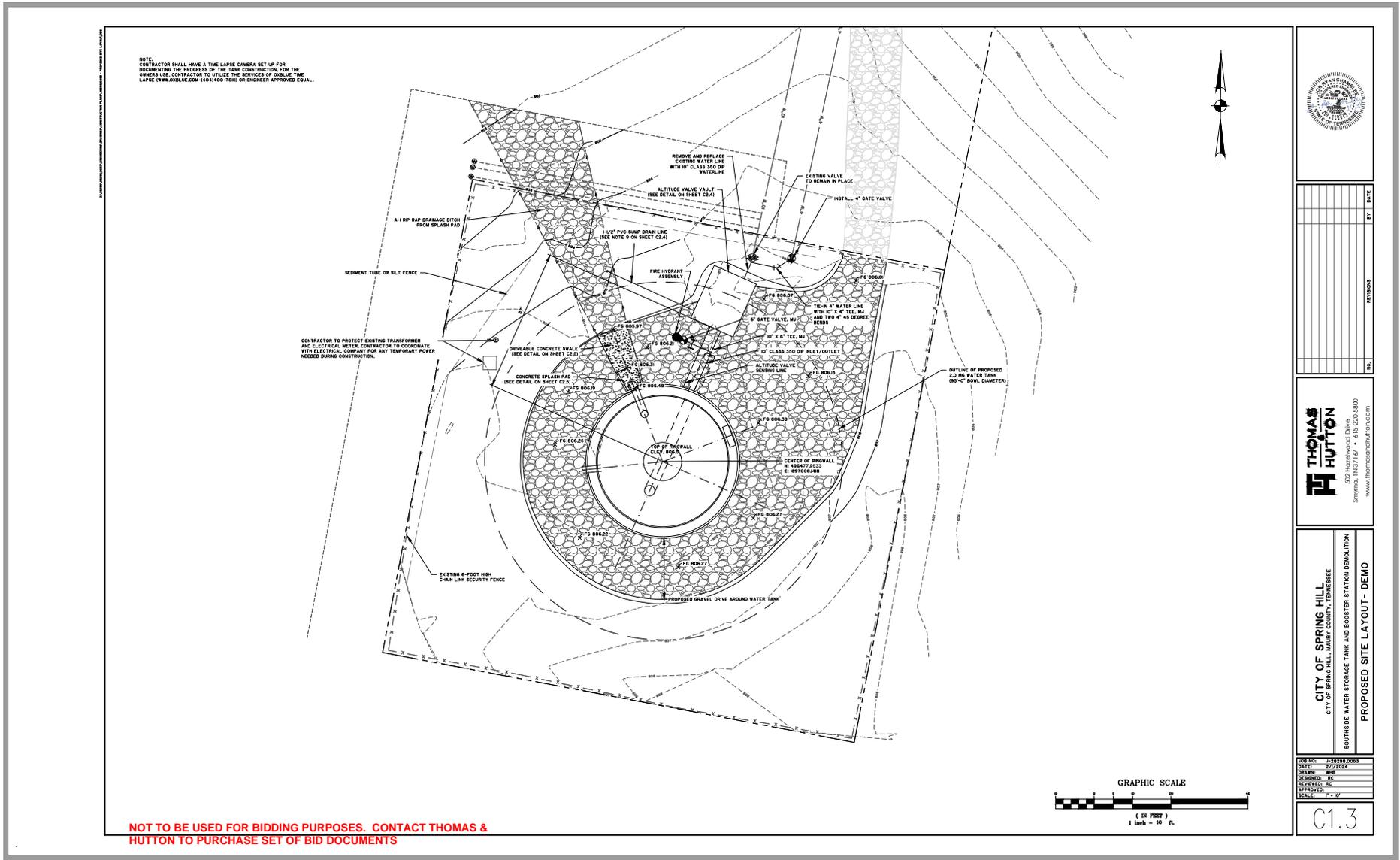
REVISION HISTORY			
REV. NO.	REVISION	BY	DATE

SUBMITTAL HISTORY	
SUBMITTED TO	DATE









NO.	REVISIONS	BY	DATE

**THOMAS HUTTON**  
 Professional Engineer  
 650 Highlands Drive  
 Smyrna, TN 37178 • 615-220-9800  
 www.thomashutton.com

**CITY OF SPRING HILL**  
 CITY OF SPRING HILL, MARY COUNTY, TENNESSEE  
 SOUTHSIDE WATER STORAGE TANK AND BOOSTER STATION DEMOLITION  
**PROPOSED SITE LAYOUT - DEMO**

DATE	1/18/2024
DATE	2/7/2024
DRAWN BY	RC
DESIGNED BY	RC
REVIEWED BY	RC
APPROVED BY	RC
SCALE	1" = 10'

C1.3

**RESOLUTION 24-192**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO AMEND A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL PLANNING SERVICES WITH CORRADINO GROUP, INC. TO INCLUDE ENGINEERING SERVICES**

**WHEREAS**, the City of Spring Hill has identified the need for on-call engineering services to perform services related to proposed development reviews and in-person customer and applicant support; and

**WHEREAS**, a Request for Qualifications was advertised and Statement of Qualifications were opened on November 11, 2023; and

**WHEREAS**, five (5) Statements of Qualifications were received with staff review selecting two (2) to enter in to a Professional Services Agreement (PSA) with the City for planning services; and

**WHEREAS**, on February 5, 2024, the Board of Mayor and Aldermen authorized the Mayor to sign a PSA with Corradino Group, Inc. for planning services; and

**WHEREAS**, Corradino Group, Inc. employees multiple qualified and licensed engineers with a local presence in Spring Hill to supplement in-house engineering vacancies; and

**WHEREAS**, City staff recommends entering in to a Professional Services Agreement with CORRADINO GROUP, INC. for a period of three (3) years from date of execution with the option to renew for two (2) twelve (12) month periods if both parties are in agreement for extension; and

**WHEREAS**, cost of services will be based on a fee schedule included as part of this Resolution.

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

1. Approve the Professional Services Agreement with **CORRADINO GROUP, INC.** for on-call engineering services to be utilized on as an-needed basis.
2. Authorize the Mayor to amend the Professional Services Agreement, attached hereto.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>TH</sup> day of August, 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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



**REQUEST:** Resolution 24-192

**SUBMITTED BY:** Dara Sanders, Development Services Director

**DATE:** August 5, 2024

**RE:** To authorize the Mayor to amend a Professional Services Agreement with Corradino Group, Inc. to include on-call engineering services

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**BACKGROUND:**

On February 5, 2024, the BOMA approved Resolution 24-30 to authorize the Mayor to sign a professional services agreement (PSA) with Corradino Group, Inc. for on-call planning services. At the same time, the BOMA authorized the Mayor to sign professional services agreements with two other firms for on-call engineering services related to proposed development and construction review.

Since that time, the City Engineer position has been vacated and remains unfilled after three (3) months of recruiting attempts. Staff has increased efforts to recruit a qualified P.E. with the minimum requirements to serve as City Engineer. Mr. Allen, Assistant City Administrator, the only remaining licensed engineer in the organization, has served as Acting City Engineer. City staff is working to increase Mr. Allen's capacity to take on more pressing City business.

City staff intends to utilize contract engineering services with a P.E. with a Tennessee license to take on the development and construction review responsibilities of an Interim City Engineer. Given the complexity of many on-going projects in the City, having a local P.E. would be a benefit City staff and our customers, applicants, and development partners. These two firms do not have local or regional Professional Engineers (P.E.) with a Tennessee license.

**REQUEST:**

Staff requests BOMA authorization to amend the PSA with Corradino Group, Inc. to include on-call engineering services.

**DISCUSSION:**

Corradino Group, Inc. has multiple qualified and licensed engineers with a local presence in Spring Hill and currently participates in development review with traffic engineering services. They are available to attend in-person meetings with staff, customers, applicants, and development partners, as needed.

Staff will still have the option of supplementing in-house engineering review with the two engineering firms with on-call agreements. Staff will also utilize these firms for engineering services should conflicts of interest arise by utilizing Corradino Group, Inc. to take on some responsibilities of an Interim City Engineer.

**RECOMMENDATION:**

Staff recommends that the BOMA adopt Resolution 24-192.

**RESOLUTION 24-193**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR UTILITY PUBLIC ENGAGEMENT**

**WHEREAS**, the City of Spring Hill has been working closely with the Tennessee Department of Environment and Conservation on planning for strategic expansion of water and sewer systems; and

**WHEREAS**, it has been requested that the City of Spring Hill develop a public engagement program for water and sewer expansion projects; and

**WHEREAS**, City staff recommends approval of the contract with McNeely Brockman Public Relations, LLC to assist with developing the public engagement program; and

**WHEREAS**, the agreement is an hourly, not to exceed proposal for \$90,000 for 12 months, and will be paid from 410-52620-52361; and

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

1. Approve an hourly contract with McNeely Brockman Public Relations LLC as attached.
2. Authorize the Mayor to sign the agreement.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 5<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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

**McNeely Brockman Public Relations  
Rate Sheet 2024**

We track our time hourly and bill in quarter-hour segments. We provide a detailed report of time dedication with each monthly invoice. We are a certified small, woman-owned business and provide detailed monthly time activity reports for every client.

**Partner:** \$250 hourly

**Account Supervisor:** \$200 hourly

**Senior Advisor:** \$185 hourly

**Senior Account Executive:** \$150 hourly

**Account Executive:** \$125 hourly

**Assistant Account Executive:** \$100 hourly

**Account Assistant:** \$75 hourly

**Intern:** \$45 hourly

**McNeely Brockman Public Relations, LLC  
Agreement for Services**

For and in consideration of the respective agreements herein, receipt and sufficiency of which valuable consideration is hereby acknowledged, McNeely Brockman Public Relations, LLC, a Tennessee limited liability company, (MBPR) and the City of Spring Hill, Tenn. (the "Client") agree to be bound as follows.

1. MBPR agrees to assist the Client in public relations services generally and otherwise as may be agreed in writing by the parties.

2. Client agrees to pay MBPR hourly fees of \$45 for interns; \$75 for account assistants; \$100 for assistant account executives; \$125 for account executives; \$150 for senior account executives; \$185 for senior advisors; and \$250 for partners. Total billed fees shall not exceed \$90,000 per 12-month period.

3. Postage, mileage and incidental expenses will be passed through at cost. All individual expenses above \$100 will be approved by the Client ahead of time.

4. Charges for hard costs such as printing and production will be passed through to the Client with a standard 20 percent markup by MBPR. Any media buys will be passed through to the Client with a standard 15 percent commission. Client expressly agrees that Client is responsible for and will timely pay the costs incurred by MBPR on Client's behalf with any third parties, including, without limitation, printing, production and media. All media placement costs must be paid within 30 days of approval of the buy. Dependent upon the nature of the media buy, Client may be required to pay MBPR in advance of placing the buy. Client also agrees to pay a \$125 technology fee monthly.

5. Rates, expenses, costs and charges as outlined will be due from Client and will be billed on a 30-day basis. All invoices are payable within 30 days of the date of the invoice, with a late fee of 1.5 percent for any month or portion of a month any payment is late. Client is responsible for any costs and attorney fees incurred to collect delinquent accounts.

6. The Initial Term of this Agreement shall be from July 15, 2024 to July 14, 2025. This Agreement shall be automatically extended from month to month thereafter unless either party gives written notice to the contrary to the other at least 30 days prior to the end of the Initial Term, or the extended term. Either party may terminate this Agreement upon 30 days' written notice to the other. Upon any termination, Client agrees to be responsible for all rates, expenses, costs and charges through the effective date of the termination.

7. Client understands and agrees that the services to be provided by MBPR involve a degree of artistic and literary creativity and professional judgment, and that MBPR cannot and does not guarantee any specific results hereunder.

8. Nonsolicitation: During the term of this Agreement and for a one-year period thereafter, Client agrees that it shall not either directly or indirectly employ, solicit, divert or hire away, or attempt to employ, solicit, divert or hire away, any person employed by MBPR. If, during the term of this Agreement or for one year thereafter, Client engages the services of an employee of MBPR in breach of this Agreement, Client agrees to pay MBPR a fee calculated as 30 percent

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Page 2 of 2  
McNeely Brockman Public Relations  
Letter of Agreement

of that employee's new annual salary and any other compensation. In the event of any claims, dispute, material breach or litigation arising from this term of the Agreement, MBPR shall be entitled to recover any and all reasonable attorneys' fees, court costs and/or other expenses incurred in connection with such claims, dispute, material breach or litigation.

9. This is a Tennessee contract to be performed in and interpreted under the laws of Tennessee. Any litigation as to this Agreement or any matter related to it shall be brought only in the courts located in Davidson County, Tennessee, to service of process from which each party agrees to be subject.

10. This Agreement constitutes the full and complete understanding between the parties. This Agreement can be amended only by a writing signed by each party expressly setting forth such amendment. This Agreement may not be amended orally, or by waiver or implication, or by action or inaction of the parties. Time is of the essence under this Agreement.

McNeely Brockman Public Relations, LLC The City of Spring Hill, Tenn.

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

#### **4.02.01 Evaluation and Completion of Introductory Period**

The supervisor will evaluate the performance of the introductory employee, except newly sworn personnel of the Fire and Police departments, by no later than the end of the sixth month. Newly sworn personnel of the Police Department will be evaluated by their respective supervisor on a schedule determined by the department. Newly sworn personnel of the Fire Department will be evaluated by their respective supervisor by the end of the third, and sixth, months. Additional evaluations may be completed prior to these intervals, if necessary, to address performance problems up to 12 months of employment.

The evaluations will be documented on a designated form. Upon completion of the introductory period, the department head will review the evaluations and recommend to Human Resources and to the City Administrator whether regular full or part-time status should be conferred, the introductory period extended for up to six (6) additional months, or the employee dismissed.

Spring Hill, TN Code of Ordinances

**TITLE 7: FIRE PROTECTION, FIREWORKS,  
HAZARDOUS MATERIALS, LITHIUM-ION BATTERIES  
AND FIRE WATCH**

Chapter

- 1. FIRE DISTRICT
- 2. FIRE CODE
- 3. FIRE DEPARTMENT
- 4. FIRE SERVICE OUTSIDE CITY LIMITS
- 5. CONSTRUCTION FIRES
- 6. OPEN BURNING
- 7. FIREWORKS
- 8. HAZARDOUS MATERIALS
- 9. LITHIUM-ION BATTERIES
- 10. FIRE WATCH

**CHAPTER 1: FIRE DISTRICT**

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Section

7-101 Fire District

**§ 7-101 FIRE DISTRICT**

The City of Spring Hill Fire Department provides for an all-hazards emergency response encompassing fire, rescue, and emergency medical services within the City of Spring Hill, Tennessee; and provides mutual aid and automatic aid to surrounding cities and counties through both pre-established and state-wide mutual aid agreements. (2011 Code, § 7-101 ; 2023 Code, § 7-101); (Ord. 23-02, passed 3-6-2023)

**CHAPTER 2: FIRE CODE**

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Section

- 7-201 Definitions
- 7-202 Codes adopted
- 7-203 Enforcement
- 7-204 Penalties
- 7-205 Modifications
- 7-206 Application
- 7-207 Equal Applicability

Spring Hill, TN Code of Ordinances

7-208	Fire Sprinklers
7-209	Storage of explosives, flammable liquids, and the like
7-210	Petroleum Delivery Vehicles
7-211	Variances
7-212	Violations
7-213	Fire Inspection Reporting Online

**§ 7-201 DEFINITIONS**

(1)Wherever the word jurisdiction is used in the International Fire Code adopted by the provisions of this Code, it shall be held to mean the City of Spring Hill, Tennessee.(2)Wherever the term fire code official is used in the International Fire Code adopted by the provisions of this Code, it shall be held to mean the fire chief, or duly authorized representative being fire marshal or fire inspector.(3)Wherever the term department of fire prevention is used in the International Fire Code, it refers to the Spring Hill Fire Department Fire Prevention Division.(4)Air curtain destructor is a unit consisting of a combustion chamber pit and air blower designed to establish a curtain of high velocity air above the fire burning in the pit so that the products of combustion must be forced up through the curtain before they reach the outside air.(5)Open burning is the burning of any matter under such conditions that products of combustion are emitted directly into the open atmosphere without passing directly through a stack.(6)Person is any individual, partnership, firm, company, corporation, association, joint stock company, trust, estate, political subdivision, an agency, authority, commission, or department of the United States, or of the State of Tennessee; or any other legal entity, or their legal representative, agent, or assigns.(7)Rubbish is any material thrown away as worthless trash.(8)Wood waste is defined as any product which has not lost its basic character as wood, such as bark, sawdust, limbs, tree trunks, chips and chemically untreated lumber whose "disposition" by open burning is to solely get rid of or destroy. (2023 Code, § 7-201); (Ord. 23-02, passed 3-6-2023)

**§ 7-202 CODES ADOPTED.**

(A) (1) Pursuant to authority granted by Tennessee Code Annotated, §§ 6-54-501 et seq., and for the purpose of regulating and governing the safe-guarding of life and property from fire or explosion, hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises, and providing for the issuance of permits in the City of Spring Hill, the 2018 edition of the International Fire Code, including Appendix D, as prepared by the International Code Council, Inc., is hereby adopted by reference and included herein as part of this Code.

(2)The International Fire Code is adopted and incorporated as fully as if set out at length herein and shall be controlling within the corporate limits.(2)Pursuant to authority granted by Tennessee Code Annotated, § 6-54-502(c), the fire chief or his designee shall adopt administrative regulations to incorporate subsequent amendments

## Spring Hill, TN Code of Ordinances

to the International Fire Code, 2018 edition, as published by the International Code Council, including its referenced standards in chapter 80, incorporating National Fire Protection Association amendments. These amendments shall be identified by the fire chief as to date and source and shall take effect as provided in Tennessee Code Annotated, § 6-54-502, unless disapproved by resolution of the board of mayor and alderman. Administrative regulations adopting amendments to the International Fire Code, 2018 edition will be placed on file at the city recorder's office when they are published by the fire chief, and at least 15 days before their effective date.

(B) Pursuant to the requirement of Tenn. Code Ann. § 6-54-502, one copy of these codes (and any amendments thereto) has been filed with the City Recorder and is available for public use and inspection.

(2011 Code, § 7-201);(2023 Code § 7-202) (Ord. 09-14, passed 4- -2009; Ord. 09-25, passed 8- -2009; Ord. 13-19, passed 10-21-2013; Ord. 20-16, passed 9-21-2020); (Ord. 23-02, passed 3-6-2023)

**Note:** *Copies of the International Fire Code are available from the International Code Council, 900 Montclair Road, Birmingham, Alabama 35213-1206.*

#### **§ 7-203 ENFORCEMENT.**

The International Fire Code herein adopted by reference shall be enforced by the fire chief of the city, or his duly authorized representative known as fire marshal. Any other persons so authorized by the fire chief or fire marshal to make inspections shall be designated as a "fire inspector." The fire chief, fire marshal, or fire inspector shall be authorized to inspect all property within the city and any future area that shall be annexed to the city. If in the opinion of the fire chief or fire marshal or their designees, after appropriate inspection, any work inspected under the terms of this section fails to comply with the law, and notice is given, and any reinspection of the same work is required, then a fee as specified in appendix A, comprehensive fees and penalties, per reinspection may be assessed against and collected. No portion of the work shall continue without first paying the reinspection fee. Authority to enforce traffic and parking rules and regulations relating to fire safety shall be shared equally by the fire chief, fire marshal or their designees and the police chief.

The fire chief and the fire marshal shall be authorized to issue summons, citations, written notices and take any action required to remove or abate any situation that poses an immediate threat to life and/or property. The fire inspector shall be authorized to issue written notices for code violations.

The fire official shall be authorized to grant an extension of up to 30 days' time limit to correct violations upon proof and receipt of written request not less than three days prior to expiration of notice

(2011 Code, § 7-202);(2023 Code, § 7-203); (Ord. 23-02, passed 3-6-2023)

Spring Hill, TN Code of Ordinances

**§ 7-204 PENALTIES**

(1) Any person violating any of the provisions of this chapter, the International Fire Code or the conditions of any permit issued hereunder, shall be served by the fire official with a summons, citation or written notice stating the nature of the violation, and providing up to 30 working days' time limit for the satisfactory correction thereof.(2) The offender shall, within the time period stated in such notice, permanently cease all violations as prescribed by the fire official. Any permit issued hereunder shall be void until such time as the violation is corrected. (3) Any person who shall continue any violation beyond the time provided for in subsection 7-209(1), shall be served by the fire code official with a summons stating the nature of the violation. Such violation shall be punishable by a civil penalty as specified in appendix A, comprehensive fees and penalties.(4) As to any violation deemed by the fire code official to be emergency in nature, or which poses an immediate danger to life or property, involves fire, or necessitates removal or abatement by the fire department, the fire code official may issue a summons stating the nature of the violation and requiring the appearance of the violator in city court. In such cases, the fire code official shall not be required to give any prior notice of violation or opportunity to correct the condition. Any such violation shall be punishable by a civil penalty as specified in appendix A, comprehensive fees, and penalties. (5) Any person violating any of the provisions of this chapter shall become liable to the city for expense, loss or damage occasioned by the city personnel or equipment by reason of such violation.

(2023 Code § 7-204); (Ord. 23-02, passed 3-6-2023)

**§ 7-205 MODIFICATIONS.**

(A) When reference is made to the duties of certain officials named therein, including the Building Official, that the Building Inspector of the city shall be deemed the responsible official insofar as enforcing the provisions of said codes are concerned.

(B) (1) Wherever the fire prevention codes refer to the "Chief Appointing Authority" or the "Chief Administrator", it shall be deemed to be a reference to the "Board of Mayor and Aldermen" or the "City Administrator".

(2) When the terms "Building Official" or "Director of Public Works" are named, they shall, for the purposes of the Fire Prevention Code, mean the "Building Inspector" of the city or such person as the Board of Mayor and Aldermen has appointed and designated to administer and enforce the provisions of the Fire Prevention Code.

(2011 Code, § 7-203); (2023 Code§ 7-205); (Ord. 23-02, passed 3-6-2023)

**§ 7-206 APPLICATION**

The provisions of the codes adopted by reference in section 7-202 shall govern the manner in which:

Spring Hill, TN Code of Ordinances

(1) The codes are applied to new construction and existing buildings;(2)Occupancies and types of construction are classified for the purpose of determining minimum code requirements;(3)The specific requirements of the codes may be modified to permit the use of alternate materials or methods of construction.

(2023 Code, § 7-206); (Ord. 23-02, passed 3-6-2023)

**§ 7-207 EQUAL APPLICABILITY**

The provisions of the fire code shall apply equally to both public and private property, and it shall apply to all structures and their occupancies, except as otherwise specified.

(2023 Code, § 7-207); (Ord. 23-02, passed 3-6-2023)

**§ 7-208 FIRE SPRINKLER SYSTEMS/FDCs, FIRE ALARMS & MONITORING**

(A) (1) An automatic fire sprinkler system shall be installed throughout all new or remodeled buildings under the following conditions:

(a) All multi-family residential structures (duplex and greater) and all residential structures having a zero-foot building setback line; and

(b) All commercial buildings of 10,000 gross square feet or larger.

(2) Automatic fire sprinkler systems required by this Code shall be designed, installed, tested, inspected, alarmed, and monitored in accordance with the scope and purpose of the latest edition of the following standards, as published by the National Fire Protection Association:

(a) NFPA 13, Standard for the Installation of Sprinkler Systems; and

(b) NFPA 13D, Standard for the Installation of Sprinkler Systems in One-and Two-Family Dwellings and Manufactured Homes

(c) NFPA 13R, Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and including four stories in height.

(3) In existing buildings which are substantially remodeled or rehabilitated, an automatic fire sprinkler system shall be required if the subsequent building meets any of the conditions for new buildings in subsection (B)(1) above of this structure.

***SUBSTANTIALLY REMODELED OR REHABILITATED*** means any structural alteration or restoration of a building for which cost, or value exceeds 50% of the current replacement cost of the particular building, or where more than 50% of the gross square footage has been structurally altered, such building shall conform to the requirements for new buildings.

(4) Any addition to an existing commercial building, which brings the area to 10,000 gross square feet, or more, shall cause the entire building to conform to the requirements for new buildings or, otherwise, the addition shall be separated from the

## Spring Hill, TN Code of Ordinances

existing building by a four-hour fire wall with opening protectives in accordance with the International Building Code.

(5) Where automatic fire sprinkler systems are determined to increase the hazard to the property or occupants to be protected, other automatic fire extinguishing systems appropriate for the hazard shall be designed, installed, tested, inspected, alarmed, monitored, and maintained in accordance with the national fire protection standards.

(6) An automatic fire sprinkler system or automatic fire extinguishing system provided as a requirement of this Code, or otherwise installed shall be supervised in accordance with the Fire Code, Building Code and NFPA 101 Life Safety Code. Automatic fire sprinkler systems shall be equipped with an audible alarm located on the address side of the building exterior as approved by the Fire Chief.

(7) Every new fire department connection for an automatic sprinkler system shall be located on the address side of the building not more than 100 feet from the fire hydrant riser connected to an approved water supply. Fire Department connections shall be provided with a locking cap or caps of type approved by the Fire Chief.

(8) Occupancies shall be classified in accordance with provisions of the International Building Code, 2018 edition.

(9) Where these requirements conflict with the Building Code, Fire Code, Life Safety Code or any state, or federal requirement, the more stringent requirement shall apply.

(10) For all fire sprinkler line taps that are used solely for the fire sprinkler and installed by the owner or developer with no cost to the city, there shall be a meter fee charge equivalent to the tap size and a corresponding system development charge based upon tap size as provided in § 18-108(A).

(11) For any fire sprinkler tap size that is installed by the city, the owner shall pay a meter and tap fee equivalent to the tap size and a corresponding system development charge based upon the tap size as provided in § 18-108(A).

(2011 Code, § 7-205) (2023 Code, § 7-208) (Ord. 03-03, passed 2- -2003; Ord. 03-40, passed 1- -2004; Ord. 11-11, passed 10-17-2011; Ord. 19-32, passed 10-21-2019; Ord. 20-16, passed 9-21-2020); (Ord. 23-02, passed 3-6-2023) (Ord 24-XX passed 8-19-24)

### **§ 7-209 STORAGE OF EXPLOSIVES and FLAMMABLE LIQUIDS**

(A) (1) Any limits referred to in the Fire Code, in which storage of explosive materials is prohibited, are hereby declared to be the fire limits as set out in § 7-101 of this code of ordinances.

(2) Any limits referred to in the Fire Code, in which storage of flammable or combustible liquids in outside above ground tanks is prohibited, are hereby declared to be the fire limits as set out in § 7-101 of this code of ordinances.

(3) Any limits referred to in the Fire Code, in which new bulk plants for flammable or combustible liquids are prohibited, are hereby declared to be the fire limits as set out in § 7-101 of this code of ordinances.

(4) Any limits referred to in the Fire Code, in which bulk storage of liquefied petroleum gas is restricted, is hereby declared to be the fire limits as set out in § 7-101 of this code of ordinances.

Spring Hill, TN Code of Ordinances

(2023 Code, § 7-209); (Ord. 23-02, passed 3-6-2023)

**§ 7-210 PETROLEUM DELIVERY VEHICLES.**

A. No person shall operate or park any petroleum delivery vehicle within any residential area at any time, except for the purpose of and while actually engaged in the expeditious delivery of gasoline.

B. A petroleum delivery vehicle is defined as any vehicle that carries over 200 gallons of gasoline, diesel fuel, kerosene, or any other combustible liquid fuels that can be offloaded for the purpose of retail sale.

(2011 Code, § 7-206); (2023 Code § 7-210); (Ord. 23-02, passed 3-6-2023)

**§ 7-211 VARIANCES.**

The Fire Chief and/or Fire Marshal may recommend to the Board of Mayor and Aldermen variances from the provisions of the Fire Code upon application in writing by any property owner or lessee, or the duly authorized agent of either, when there are practical difficulties in the way of carrying out the strict letter of the code; provided that, the spirit of the Code shall be observed, public safety secured and substantial justice done. The particulars of such variances when granted or allowed shall be contained in a resolution of the Board of Mayor and Aldermen.

(2011 Code, § 7-207); (2023 Code, § 7-211); (Ord. 23-02, passed 3-6-2023)

**§ 7-212 VIOLATIONS.**

It shall be unlawful for any person to violate or fail to comply with any of the provisions of this chapter or the latest adopted version of the International Building Code, International Fire Code or NFPA Life Safety Code herein adopted by reference and modified.

(2011 Code, § 7-208) (2023 Code, § 7-212); (Ord. 04-05, passed 5-2004); (Ord. 23-02, passed 3-6-2023)

**§ 7-213 FIRE INSPECTION REPORTING ONLINE.**

Fire Protection System inspections and maintenance shall be submitted electronically and made accessible to the City of Spring Hill Fire Department Fire Marshal's Office via an online format.

(Ord. 23-02, passed 3-6-2023)

Spring Hill, TN Code of Ordinances

**CHAPTER 3: FIRE DEPARTMENT**

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Section	
7-301	Establishment
7-302	Objectives
7-303	Organization, rules, and regulations
7-304	Records and reports
7-305	Fire Department training
7-306	Chief to be assistant to state officer
7-307	Office of the Fire Marshal

**§ 7-301 ESTABLISHMENT.**

There is hereby established a fire department to be supported and equipped from appropriations by the board of mayor and aldermen and from other contributions. All apparatus, equipment, and supplies of the fire department shall be purchased with the approval of the fire chief in accordance with municipal purchasing requirements and shall be and remain the property of the city. The fire department shall be composed of a chief appointed by the board of mayor and aldermen, and such number of subordinate officers and firefighters as may be recommended by the fire chief and funded in the annual budget ordinance.

The board of mayor and aldermen shall provide for the operations of the fire department in its annual budget. Any funds raised by any individual or group may be accepted by the board of mayor and aldermen and may be used for purposes designated by the respective contributors. All equipment, materials, supplies, etc. purchased with contributed funds shall become the property of the City of Spring Hill. The board of mayor and aldermen may reject any gift or contribution it deems not to be in the best interest of the City of Spring Hill.

(2011 Code, § 7-301); (2023 Code, § 7-301); (Ord. 23-02, passed 3-6-2023)

**§ 7-302 OBJECTIVES.**

- The Fire Department shall have as its objectives:
- (A) To prevent uncontrolled fires from starting;
  - (B) To prevent the loss of life and property because of fires;
  - (C) To confine fires to their places of origin;
  - (D) To extinguish uncontrolled fire
  - (E) To prevent loss of life from asphyxiation or drowning;

Spring Hill, TN Code of Ordinances

- (F) To perform such rescue work as its equipment and/or the training of its personnel makes practicable;
- (G) To provide emergency medical care at the highest level that the equipment and training of the personnel makes practicable.
- (H) To provide code enforcement and building inspections as directed by the city within adopted codes and ordinances;
- (I) To protect the health and safety of the citizens from the transportation, storage, or manufacture of hazardous materials to the extent possible;
- (J) To work with the water department to insure that adequate water supplies for fire protection as available; and
- (K) To provide public fire education materials and information to the citizens in order that they may protect themselves from harm.

(2011 Code, § 7-302); (2023 Code § 7-302); (Ord. 23-02, passed 2-20-2023); (Ord. 23-02, passed 3-6-2023)

**§ 7-303 ORGANIZATION, RULES AND REGULATIONS.**

The Chief of the Fire Department shall set up the organizational structure of the Department, make personnel assignments and promotions, and shall formulate and enforce such standard operating guidelines, policies and/or procedures as shall be necessary for the orderly and efficient operation of the Fire Department.

(2011 Code, § 7-303; 2023 Code § 7-303); (Ord. 23-02, passed 3-6-2023)

**§ 7-304 RECORDS AND REPORTS.**

The Chief of the Fire Department shall keep adequate records of all fires, inspections, apparatus, equipment, personnel, and work of the Department. He or she shall submit a written report on such matters to the Mayor and Board of Alderman once each month and, at the end of the year, a detailed annual report shall be made.

(2011 Code, § 7-304); (2023 Code § 7-304); (Ord. 23-02, passed 3-6-2023)

**§ 7-305 FIRE DEPARTMENT TRAINING.**

The Chief of the fire department shall be fully responsible for the training of the firefighters and for maintenance of all property and equipment of the fire department, under the direction and subject to the requirements of the board of mayor and aldermen. Each firefighter and/or officer shall receive no less than 40 hours of in-service firefighter training annually. Career firefighters shall be trained in accordance with the standards of the Tennessee Commission on Firefighter Standards and Education.

(2011 Code, § 7-306); (2023 Code, § 7-305); (Ord. 23-02, passed 3-6-2023)

Spring Hill, TN Code of Ordinances

**§ 7-306 CHIEF TO BE ASSISTANT TO STATE OFFICER.**

Pursuant to requirements of Tenn. Code Ann. § 68-102-108, the Chief of the Fire Department is designated as an assistant to the state's Commissioner of Commerce and Insurance and is subject to all the duties and obligations imposed by Tenn. Code Ann. Title 68, Ch. 102, and shall be subject to the directions of the Commissioner in the execution of the provisions thereof.

(2011 Code, § 7-307)(2023 Code, § 7-306); (Ord. 23-02, passed 3-6-2023)

**§ 7-307 OFFICE OF THE FIRE MARSHAL**

(A) There is hereby established the office of fire marshal. The fire marshal shall be a classified employee within the personnel system of the city. The fire marshal shall be a member of the fire department and shall be supervised by the fire chief. The fire marshal shall be a full-time salaried position. (B) General Qualifications of the fire marshal shall include experience as a firefighter, building inspector, or fire official, and shall have such other experience and qualifications as may be established by the department. (C) The fire marshal shall have duties and responsibilities to include the following: (1)To conduct technical inspections throughout the city to discover and eliminate potential fire and safety hazards in schools, businesses, hospitals, manufacturing plants and facilities and other institutions.(2)To notify the safety director of all hazardous materials violations.(3)To conduct and oversee construction plan review for fire code compliance.(4)To conduct or initiate all necessary inspections related to the issuance of certificates of use and occupancy.(5)To recommend codes improvements and ordinances relevant to the protection of life and property.(6)To review fire sprinkler plans and conduct sprinkler inspections.(7)To perform spot inspections of assembly occupancies such as stadiums, churches, theaters, bars, taverns, and restaurants.(8)To enforce violations of the fire code. (9) to make recommendation to the Fire Chief of the size of the subordinate workforce required to meet the needs of the Office of Fire Marshal. (9)To have such other duties, not inconsistent herewith, as may be necessary to carrying out of the above duties and as may be assigned by the board, the city administrator, or the fire chief.

(2023 Code § 7-307); (2023 Code §7-307); (Ord. 23-02, passed 3-6-2023)

**CHAPTER 4: FIRE SERVICE OUTSIDE CITY LIMITS**

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Section

7-401 Jurisdictional Fire Apparatus Use

**§ 7-401 JURISDICTIONAL FIRE APPARATUS USE**

Personnel and/or equipment of the City of Spring Hill Fire Department may be used for fighting any fire outside the town limits if:

Spring Hill, TN Code of Ordinances

(1)In the opinion of the fire chief, the fire is in such hazardous proximity to property owned or located within the town as to endanger the town property;(2)The board of mayor and aldermen has developed policies for providing emergency services outside of the town limits or entered into a contract or mutual aid agreement pursuant to the authority of The Local Government Emergency Assistance Act of 1987, as amended, codified in Tennessee Code Annotated, § 58-2-601 et seq.,(b)Tennessee Code Annotated, § 12-9-101 et seq., or(c)Tennessee Code Annotated, § 6-54-601.

(2011 Code, § 7-401) (2023 Code §7-401); (Ord. 23-02 ; passed 3-6-2023)

## **CHAPTER 5: CONSTRUCTION FIRES**

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Section

7-501	Construction waste fires
7-502	Prohibition of pollutants
7-503	Actions by the city
7-504	Land Clearing Fires

### **§ 7-501 CONSTRUCTION WASTE FIRES.**

(A) No construction materials will be disposed of by burning within the City of Spring Hill. (B) The prime contractor, also known as the general contractor, for the site of the building construction shall be responsible for the acts of all his or her employees, sub-contractors, vendors or others using his or her site to start fires.

(2011 Code, § 7-502) (2023 Code § 7-501); (Ord. 23-02, passed 3-6-2023)

### **§ 7-502 PROHIBITION OF POLLUTANTS.**

No roofing, waste oil/fuel, plastics, oil-based products, paints, insulation, or any other construction material emitting airborne pollutants shall be burned within the city limits of Spring Hill.

(2011 Code, § 7-503); (2023 Code § 7-502); (Ord. 23-02, passed 3-6-2023)

### **§ 7-503 ACTIONS BY THE CITY.**

(A) Any fire on a construction site resulting in a fire response by the city's Fire Department, shall result in a service fee charged to the prime contractor upon whose site the fire is found. The service fee shall be added to the Fire Department's budget.

Spring Hill, TN Code of Ordinances

(B) The Fire Chief shall keep a record of time, place and facts related to any construction site fire response and shall notify the city's Building Inspector and the appropriate contractors by regular mail of his or her findings.

(C) A certificate of occupancy for the built construction shall be withheld by the city's Building Inspector until the service fee is paid, and there will be no further building permits issued to the named contractor until the service fee is paid to the city.

(2011 Code, § 7-504); (2023 Code § 7-503); (Ord. 23-02, passed 3-6-2023)

**§ 7-504 LAND CLEARING FIRES**

The use of an Air Curtain Destructor (also referred to as Air Curtain Burner) to incinerate timber, stumps, and forest floor materials i.e., duff, is permitted once a Burn Permit is obtained from the Fire Department. (A) Air curtain destructor is a unit consisting of a combustion chamber pit and air blower designed to establish a curtain of high velocity air above the fire burning in the pit so that the products of combustion must be forced up through the curtain before they reach the outside air. (B) Priming materials used to facilitate such burning as wood waste and vegetation are limited to #1 or #2 grade fuel oil. (2023 Code § 7-504); (2023 Code §7-504); (Ord. 23-02, passed 3-6-2023); (Ord. 23-18, passed 11-20-23)

**CHAPTER 6: OPEN BURNING**

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Section

- 7-601 General
- 7-602 Homeowners
- 7-603 Special Circumstances

**§ 7-601 GENERAL.**

(A) No person shall cause, suffer, allow, or permit open burning within the entire city limits of the City of Spring Hill, TN except as set in following sections:

- (1) Commercial barbeque fireplace.
- (2) Fires set by or at the direction of responsible fire control persons for training purposes or directed at the prevention, elimination, or reduction of fire hazards.
- (3) Fires set at the direction of law enforcement agencies or courts for the purpose of destruction of controlled substances and legend drugs seized as contraband. This does not include antineoplastic agents.

(B) Routine demolition of structures via supervised open burning by responsible fire control persons will not be considered fire training or elimination of fire hazard. Demolition of structures may be conducted by open burning provided that there is unilaterally issued state of local building codes order to demolish the structure by open burning because of its structural failure. Such orders shall be recognized only where there is no other safe way to demolish the structure.

Spring Hill, TN Code of Ordinances

(C) Warming barrels shall be allowed at building construction sites during cold weather. Barrel must be at least 25 feet from a structure or combustible material.  
(2023 Code, § 7-601) (Ord. 20-02, passed 5-18-2020); (Ord. 23-02, passed 3-6-2023)

**§ 7-602 HOMEOWNERS**

(A) Homeowners are not allowed to burn combustible materials or residential waste or construction debris. Homeowners are permitted to have fire/BBQ pits as long as the fire/BBQ pit is 25 feet from a structure or other combustible material, this includes non-commercial fires used for cooking of food including BBQ and outdoor fireplaces.

(B) The burning of yard debris i.e., grass clippings and leaves is prohibited.  
(2011 Code, § 7-602); (2023 Code, § 7-602); (Ord. 20-02, passed 5-18-2020); (Ord. 23-02, passed 3-6-2023)

**§ 7-603 SPECIAL CIRCUMSTANCES**

- (A) Following a natural disaster, the Fire Marshal and/or Fire Chief may authorize open burning of class A wood materials, brush and yard debris in an effort to mitigate materials in order to speed up recovery efforts.
- (B) Property owners that own more than 5 acres of land that is zoned other than residential, may conduct property maintenance burns twice annually by permit; between October 1 and May 30 and during daylight hours of sunrise to sunset. Property Owners will adhere to the following items;
- (C) The Property Owner will acknowledge in the burn permit application that the property owner assumes full responsibility and liability for any damages incurred by their open burning;
- (D) Brush pile is a minimum of 500 feet from a residential neighborhood, unless approval is granted by the Fire Marshal or Fire Chief for a reduced distance;
- (E) The brush pile is a minimum of 200 feet from any forest, tree line, or combustible structure;
- (F) The brush pile contains only brush, limbs, or wood items that were collected on the identified property and not trucked in or transferred from another location.
- (G) There will be no property maintenance burns when winds exceed 10 miles per hour.
- (H) Property Owners will abide by any and all published State of Tennessee, County-wide or City declared burn bans.
- (I) Property Owners (or designated person) must remain on site with adequate fire extinguishing equipment until the fire is extinguished and no longer smoldering.
- (J) Property Owners may request Fire Department Stand-by assistance during a Property Maintenance burns at the designated rate as listed in the City of Spring Hill Fee Schedule.

Spring Hill, TN Code of Ordinances

(2023 Code §7-603); (2023 Code § 7-603); (Ord. 23-02, passed 3-6-2023)

**CHAPTER 7: EXPLOSIVES AND FIREWORKS**

Section

7-701	Definitions
7-702	Use restrictions and permits
7-703	Permit revocation
7-704	Permissible fireworks
7-705	Storing and structures
7-706	Limitations on structures
7-707	Location of fireworks retail sales site
7-708	Parking requirement for retail fireworks sales site
7-709	Unlawful sale to certain children and other persons; unlawful use of fireworks
7-710	Exclusions
7-711	Authorization to seize
7-712	Violation and penalty

**§ 7-701 DEFINITIONS.**

(A) For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**DISTRIBUTOR.** Any person engaged in the business of selling of fireworks to any other person engaged in the business of reselling fireworks either as a wholesaler or retailer, or any person who receives, brings, or imports any fireworks of any kind, in any manner into the City of Spring Hill.

**FIREWORKS.** Any composition or device for the purpose of producing a visible or an audible effect by combustion, deflagration, or detonation, and which meets the definition of:

- (a) All articles of fireworks classified as 1.4G or referred to as "Consumer Fireworks", or as "Class C Common Fireworks".
- (b) Theatrical or novelty, classified as 1.4S; or
- (c) Display fireworks, classified as 1.3G, as set forth in the U.S. Department of Transportation's (DOT) Hazardous Materials Regulation, 49 CFR, Parts 171-180.
- (d) Exceptions:
  - 1. Toy caps for use in toy pistols, toy canes, or toy guns, and novelties and trick noisemakers manufactured in accordance with DOT regulations, 49 CFR 173.100(p), and packed and shipped according to those regulations;
  - 2. Model rockets and model rocket motors designed, sold, and used for the purpose of propelling recoverable aero models; and
  - 3. Propelling or expelling charges consisting of a mixture of sulfur, charcoal, saltpeter are not considered as designed to produce audible effects.

Spring Hill, TN Code of Ordinances

**MOBILE RETAILER.** A vendor operating from motor vehicle, trailer, bicycle or motorcycle.

**PERMIT.** The written authority of the City of Spring Hill issued under the authority of this section.

**PERSON.** Any individual, firm, partnership or corporation.

**RETAILER.** Any person engaged in the business of making retail sales of fireworks to the general public.

**SALE.** An exchange of articles of fireworks for money and also includes barter, exchange, gift, or offer and each such transaction made by any person, whether as principal, proprietor, salesperson, agent, association, co-partnership, or one or more individuals.

**STATE FIRE MARSHAL PERMIT.** The appropriate fireworks permit issued by the Tennessee Fire Marshal under the authority of Tenn. Code Ann. § 68-104-101 *et seq.*

(B) Singular works and plural words used in the singular include the plural and the plural as singular.

(Ord. 18-28A, passed 12-17-2018); (2023 Code §7-701); (Ord. 23-02, passed 3-6-2023)

**§ 7-702 USE RESTRICTIONS AND PERMITS.**

(A) (1) The Fire Marshal of the city may adopt reasonable rules and regulations for the granting of permits for supervised displays of fireworks by fair associations, amusement parks and other organizations or groups of individuals. Such permits may be granted upon application to the Fire Marshal and the filing of a bond in the amount of \$1,000 by the applicant. Every such display shall be handled by a competent operator licensed or certified as to competency by the Fire Marshal and shall be of such composition and character, and so located, discharged or fired as, in the opinion of the Fire Marshal, shall not be hazardous to property or endanger any person or persons.

(2) It is unlawful for any person to sell or to offer for sale in the City of Spring Hill any item of fireworks without first having secured a State Fire Marshal Permit and a permit issued by the City of Spring Hill.

(3) A person applying for a retail fireworks sales site permit with the City of Spring Hill must disclose the location where the applicant will conduct the business of selling fireworks and the dates for which the right to do business is desired.

(4) A permit (to sell fireworks to the general public) is valid only from June 25 through July 5 or December 23 through January 1.

(5) The permit fee for fireworks retail permit is listed in the City of Spring Hill Fee Schedule. In addition to the permit fee, the applicant must pay cleanup deposit per location, which shall be refunded after the fireworks permit has expired or used by the city to clean up the retail fireworks site if needed.

(6) A permit to sell fireworks in the City of Spring Hill must be obtained at least two weeks prior to the date on which the applicant begins making sales. Each application shall contain the following:

(a) The application must include the name, address and telephone number of applicant.

Spring Hill, TN Code of Ordinances

(b) The applicant must be the natural person who will operate or be responsible for sales.

(c) The applicant's name must be the same as the name on the State Fire Marshal permit.

(d) The applicant is liable for all violations of this chapter by persons under his/her supervision.

(e) The applicant must submit a letter or contract signed by the property owner (or authorized agent of the property owner) that provides written permission by the property owner to the applicant to conduct retail fireworks sales on the property.

(7) A copy of the State Fire Marshal Permit. (For a state permit to be obtained by a retailer, the Mayor must sign on behalf of the retailer an application for fireworks permit that the state requires before a state permit is issued to a retailer for a specific location).

(8) A person that applies for a retail fireworks permit must show proof that a state sales tax number has been obtained for sales tax purposes.

(9) A permit to sell fireworks in the City of Spring Hill will require the issuance of a temporary use permit in accordance with § 8.4 of the City of Spring Hill Unified Development Code. The applicant must provide a site plan that includes the dimension of the lot, size and location of the temporary structure, setback of the structure from the right-of-way, location of other structures in the area that are occupied, location and number of parking spaces, location of any nearby residences, and location of the nearest fuel outlets.

(10) Mobile vendors are not permitted.

(11) Distributors are not permitted.

(12) Signage for a retail fireworks location must comply with the City of Spring Hill Unified Development Code. Flashing signs are not permitted.

(13) The application for a retail fireworks location must contain evidence that general liability insurance has been obtained by applicant naming the City of Spring Hill as additional insured for at least \$2,000,000 for each occurrence, whether in respect to bodily injury liability or property damage liability or bodily injury liability and property damage liability combined.

(14) After the application has been submitted and approved, a city Codes Inspector and/or Fire Inspector shall inspect the site for compliance with applicable codes and ordinances.

(15) After such privilege shall have been granted, sales, possession, use and distribution of fireworks for such display is lawful for that purpose only.

(16) No person shall manufacture any fireworks within the corporate limits of the City of Spring Hill.

(17) No permit granted hereunder shall be transferable.

(18) Religious ceremonial events must be requested in writing to the Fire Marshal at least seven (7) days prior to the event. The Fire Marshal and/or Fire Chief will review the location of the requested display, the fireworks to be used, and duration of the event. A written acknowledgement will be provided to the requesting entity along with any changes, modifications, or recommendations for public safety.

Spring Hill, TN Code of Ordinances

(B) The discharge of fireworks within the city limits shall be limited to the following days and times:

- (1) July 4, beginning at 12:00 noon and ending at 11:00 p.m.;
- (2) Christmas Eve, beginning at 12:00 noon and ending at 11:00 p.m.;
- (3) New Year's Eve, beginning at 12:00 noon and ending at 12:30 a.m.;
- (4) Religious Ceremonial events ending at 11:00 p.m., following review and approval of location from the Fire Chief or Fire Marshal.

(2011 Code, § 7-701); (2023 Code § 7-702); (Ord. 02-25, passed 10- -2002; Ord. 18-28A, passed 12-17-2018); (Ord. 23-02, passed 3-6-2023)

**§ 7-703 PERMIT REVOCATION.**

(A) The city Codes Director and/or Fire Marshal may revoke any permit upon failure of retailer to correct any of the following conditions within 24 hours after written notice is issued to the retailer.

- (1) When the permit or the permittee's operator violates any lawful rule, regulation, or order of the city Codes Director and/or Fire Marshal.
- (2) When the permittee's application contains any false or untrue statements.
- (3) When the permittee fails to timely file any report or pay any tax, fee, fine or charge.
- (4) When the permittee or the permittee's operator violates any fireworks ordinance or statute.

(B) When any activities of the permittee constitute a distinct hazard to life or property, the city Codes Director or Fire Marshal, or both, may revoke the permit immediately.

(2023 Code, § 7-703) (Ord. 18-28A, passed 12-17-2018); (Ord. 23-02, passed 3-6-2023)

**§ 7-704 PERMISSIBLE FIREWORKS.**

(A) It is unlawful for any individual, firm, partnership or corporation to sell or use within the City of Spring Hill, except as provided in this chapter, any "fireworks" as defined in § 7-701 (A)(1), other than the following:

- (1) Those items classified by the U.S. Department of Transportation as 1.4G Consumer Fireworks; or
- (2) Those items that comply with the construction, chemical composition, and labeling regulations promulgated by the United States Consumer Product Safety Commission and permitted for use by the general public under its regulations.

Spring Hill, TN Code of Ordinances

(1) Any display using 1.3G display fireworks must be under the control of a licensed pyrotechnics technician.  
(Ord. 18-28A, passed 12-17-2018); (2023 Code § 7-704); (Ord. 23-02, passed 3-6-2023)

**§ 7-705 STORING AND STRUCTURES.**

No person may smoke within a structure where fireworks are sold. No person selling fireworks may permit the presence of lighted cigars, cigarettes, or pipes within a structure where fireworks are offered for sale. At all places where fireworks are stored or sold, there must be posted signs with the words "Fireworks - No Smoking" in letters not less than four inches high. An inspected and currently tagged fire extinguisher with a minimum 2A rating and one pressurized water type fire extinguisher must be present at each retail fireworks site. Fireworks sold at retail may be sold only from a freestanding structure. Fireworks must be stored at least ten feet away from windows and other areas where the sun may shine through. Fireworks are not permitted to be stored in residential districts, except for personal use.

(Ord. 18-28A, passed 12-17-2018); (2023 Code §7-705); (Ord. 23-02, passed 3-6-2023)

**§ 7-706 LIMITATIONS ON STRUCTURES.**

Tents meeting the current adopted International Building Code and the Life Safety Code (NFPA 101) may be used for the retail sale of fireworks. Ground fault interrupter protection must be used for power cords that supply power to tents and other outdoor structures. Electrical wiring inside tents and other outdoor locations shall be securely installed, without splices, and lamps shall be protected from accidental breakage by a suitable fixture or guard. No structure from which fireworks are sold may exceed 3,200 square feet. Fireworks may not be stored in a permanent building unless the building has a sprinkler system and is constructed of non-flammable materials such as metal or concrete block.

(Ord. 18-28A, passed 12-17-2018); (2023 Code §7-706); (Ord. 23-02, passed 3-6-2023)

**§ 7-707 LOCATION OF FIREWORKS RETAIL SALES SITE.**

(A) Fireworks retail sales site are not permitted in any residential district as defined in the City of Spring Hill Unified Development Code.

(B) Retail fireworks sales site are only permitted in C-4, General Commercial District and C-5, Regional Commercial District as defined in the City of Spring Hill Unified Development Code and illustrated on the Official Zoning Map of the City of Spring Hill; provided, however fireworks retail sales structures must not be located closer than 500 linear feet to any occupied residence or Residential District, public or private educational facility, public building, or hospital, and must not be located closer

## Spring Hill, TN Code of Ordinances

than 1,000 linear feet to a fuel (gasoline, diesel, kerosene, or propane) outlet or storage facility.

(C) Any site for a fireworks retailer must be located so that all parts of the structure and fireworks inventory on the site are no closer than 50 feet to a property line or right-of-way.

(D) Fireworks sales are not allowed on any property where there is an existing retail business use in which a single business operates from a building in excess of 10,000 square feet.

(E) The parcel in which a fireworks retail use is proposed shall be a minimum of 2,500 feet from other similar uses. This distance shall be measured in a straight line from structure to structure. If two retailers are applying for permits for the first time at locations within 2,500 feet of each other for the same fireworks season, priority shall be given to the retailer who obtained a city permit at the earliest day and time prior to the permit period. In addition, priority shall be given to the retailer who obtained a permit the previous summer fireworks season at the same location.

(F) The location of the fireworks retail sales site and structure must be verified by the Planning Department prior to the issuance of a permit by the City of Spring Hill.

(G) There shall be no more than a total of four retail fireworks sales permits issued by the City of Spring Hill for retail sales of fireworks during each period as described in § 7-702 (A)(4). Priority will be first come, first serve provided, however, after the first year (2019), priority shall be given to the retailer that obtains a retail sales permit for the previous summer season at the same location.

(Ord. 18-28A, passed 12-17-2018); (2023 Code §7-707); (Ord. 23-02, passed 3-6-2023)

#### **§ 7-708 PARKING REQUIREMENT FOR RETAIL FIREWORKS SALES SITE.**

The site for a fireworks retailer shall be improved to provide at least 12 graveled or paved parking places for off street and right-of-way customer parking compliant with ADA requirements. In addition, the retail fireworks site must provide for an on-site turn-around area so that backing of vehicles onto the street will not be necessary.

(Ord. 18-28A, passed 12-17-2018); (2023 Code §7-708); (Ord. 23-02, passed 3-6-2023)

#### **§ 7-709 UNLAWFUL SALE TO CERTAIN CHILDREN AND OTHER PERSONS; UNLAWFUL USE OF FIREWORKS.**

It is unlawful to offer for sale or to sell any fireworks to children under the age of 16 years of age or to any intoxicated person. It is unlawful to explode or ignite fireworks within 600 feet of any church, assisted living facility, nursing home, hospital, funeral home, public or private school academic structure, or within 200 feet of where fireworks are stored, sold, or offered for sale. It is unlawful to ignite or discharge any permissible articles of fireworks within or throw them from a motor vehicle. It is unlawful to place or throw any ignited article of fireworks into or at a motor vehicle, or at or near any person or group of persons. It is unlawful to ignite fireworks on another person's private property unless permission is obtained from the owner or occupant of the property. It is

Spring Hill, TN Code of Ordinances

unlawful to launch fireworks onto property of persons who have not given permission. It is unlawful to use fireworks at times, places, or in any manner that endangers other persons. It is unlawful to ignite fireworks during a burning ban declared by either the State of Tennessee or the City of Spring Hill Fire Department, except for public (and/or group) displays for which permits have been granted.

(Ord. 18-28A, passed 12-17-2018); (2023 Code §7-709); (Ord. 23-02, passed 3-6-2023)

**§ 7-710 EXCLUSIONS.**

(A) Nothing in this chapter prohibits:

(1) The transport of any kind of fireworks through the corporate limits of the city in accordance with the regulations of the United States Department of Transportation covering the transportation or explosives and other dangerous articles by motor, rail and water.

(2) The sale, transportation, handling, or use of industrial pyrotechnic devices or fireworks, such as railroad torpedoes, fuses, automotive, aeronautical, and marine flares and smoke signals.

(3) The sale or use of blank cartridges for theater, for signal or ceremonial purposes in athletics or sporting events, or legal power tools.

(4) The transportation, handling, or use of any pyrotechnic device by the armed forces of the United States.

(5) The use of pyrotechnics in training by the fire service, law enforcement or similar governmental agencies.

(6) The use of fireworks for agricultural purposes under conditions approved by the city Fire Marshal.

(7) Displays of fireworks as provided for in this chapter.

(Ord. 18-28A, passed 12-17-2018); (2023 Code §7-710); (Ord. 23-02, passed 3-6-2023)

**§ 7-711 AUTHORIZATION TO SEIZE.**

The Fire Marshal, Fire Chief or their Designee shall seize, take, remove or cause to be removed at the expense of the owner all stocks of fireworks or combustibles offered or exposed for sale, stored or held in violation of this chapter. The Fire Marshal shall store and maintain seized fireworks and dispose of them as ordered by a court of competent jurisdiction. Seized fireworks shall in no event be returned to the person from whom seized until all appellate remedies are exhausted. The confiscation and forfeiture of fireworks being an action "in rem", the city shall have the right to appeal an order restoring the seized fireworks to the person from whom seized.

(2011 Code, § 7-702) (2023 Code, § 7-711) (Ord. 02-25, passed 10- -2002); (Ord. 18-28A, passed 12-17-2018); (Ord. 23-02, passed 3-6-2023)

**§ 7-712 VIOLATION AND PENALTY.**

Spring Hill, TN Code of Ordinances

Any person, firm, partnership or corporation violating the provisions of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not exceeding \$150.

(2011 Code, § 7-703); (2023 Code, § 7-712); (Ord. 02-25, passed 10- -2002; Ord. 18-28A, passed 12-17-2018); (Ord. 23-02, passed 3-6-2023)

**CHAPTER 8: HAZARDOUS MATERIALS**

Section

- 7-801 Area in which storage of flammable and combustible liquids in outside above ground tanks is permitted.
- 7-802 Bulk storage of petroleum products restricted; building, businesses restricted.
- 7-803 Bulk storage of liquefied petroleum gases restricted; building, businesses restricted.
- 7-804 Bulk storage of liquefied natural gas restricted; building, businesses restricted.
- 7-805 Compression, storage and dispensing of compressed natural gas restricted; building, businesses restricted
- 7-806 Transportation of explosives and blasting agents
- 7-807 Manufacture and storage of explosives and blasting agents
- 7-808 Routes for vehicles transporting hazardous materials
- 7-809 Transportation of hazardous materials
- 7-810 Hazardous substance; recovery costs
- 7-811 Storage, dispensing, use and handling of hazardous materials, restricted

**§ 7-801 Area in which storage of flammable and combustible liquids in outside above ground tanks is permitted.**

A. Storage of flammable and combustible liquids above ground in commercial and industrial areas is limited to one tank of 1,000 gallons or less capacity per five acres or portion thereof. Usage is limited to onsite nonretail needs. In addition, each processor in the area may have one tank not to exceed 500 gallons for storage of fuel for equipment used to mow grass push snow, etc., or one tank per product per five acres. B. Storage of flammable and combustible liquids in outside above ground tanks allowed under above provisions, shall meet requirements of the fire code and NFPA 30-1993.

(2023 Code, § 7-801); (Ord. 23-02, passed 3-6-2023)

Spring Hill, TN Code of Ordinances

**§ 7-802 Bulk storage of petroleum products restricted; building, businesses restricted.**

A. It is unlawful for any person to establish, erect, construct, or enlarge a plant or place of business where petroleum products are to be manufactured or physically distributed or handled, except in the commercial and industrial areas of the city. B. Bulk storage of petroleum products allowed under above provisions, shall meet requirements of the fire code and NFPA 30-1993.

(2023 Code, § 7-802); (Ord. 23-02, passed 3-6-2023)

**§ 7-803 Bulk storage of liquefied petroleum gases restricted; building, businesses restricted.**

A. It is unlawful for any person to establish, erect, construct, or enlarge a plant or place of business where liquefied petroleum gas or gases are to be manufactured or physically distributed or handled, except in the commercial and industrial areas of the city. B. Bulk storage of liquefied petroleum gases allowed under above provisions, shall meet requirements of the fire code and NFPA 58 and 59-1992.

(2023 Code, § 7-803); (Ord. 23-02, passed 3-6-2023)

**§ 7-804 Bulk storage of liquefied natural gas restricted; building, businesses restricted.**

A. It is unlawful for any person to establish, erect, construct or enlarge a plant or place of business where liquefied petroleum gas or gases are to be manufactured or physically distributed or handled, except in the commercial and industrial areas of the city. B. Bulk storage of liquefied petroleum gases allowed under above provisions, shall meet requirements of the fire code and NFPA 59A-1990.

(2023 Code, § 7-804); (Ord. 23-02, passed 3-6-2023)

**§ 7-805 Compression, storage and dispensing of compressed natural gas restricted; building, businesses restricted.**

A. It is unlawful for any person to establish, erect, construct or enlarge a plant or place of business where compression, storage and dispensing of compressed natural gas or gases are to be manufactured or physically distributed or handled, except in the commercial and industrial areas of the city. B. Compression, storage and dispensing of compressed natural gases allowed under above provisions, shall meet requirements of the fire code, NFPA 52-1992 and regulations of the public service commission.

(2023 Code, § 7-805); (Ord. 23-02, passed 3-6-2023)

**§ 7-806 Transportation of explosives and blasting agents.**

## Spring Hill, TN Code of Ordinances

A. No person shall operate or park any vehicle carrying explosives and blasting agents within the corporate limits of Spring Hill at any time except while traveling on an established hazardous material route and for the purpose of and while engaged in the expeditious delivery of explosives and blasting agents.

(2023 Code, § 7-806); (Ord. 23-02, passed 3-6-2023)

**§ 7-807 Manufacture and storage of explosives and blasting agents.**

A. Nothing in this chapter shall be construed as applying to:(1)The armed forces of the United States or the State militia;(2)Explosives in forms prescribed by the official United States Pharmacopoeia;(3)The sale, possession or use of fireworks;(4)The possession, transportation and use of small arms ammunition;(5)The possession, storage, transportation and use of not more than one pound of black sporting powder, 20 pounds of smokeless powder, and 2,000 small arms primers for hand loading of small arms ammunition for personal use;(6)The possession, storage, transportation, and use of explosives or blasting agents by the United States Bureau of Mines, the Federal Bureau of Investigation, the United States Secret Service, or Police and Fire Departments acting in their official capacities. B. Definitions:(1)Explosive - A chemical compound or mechanical mixture that is commonly used or intended for the purpose of producing an explosion, that contains any oxidizing and combustible units or other ingredients in such proportions, quantities, or packing, than an ignition by fire, by friction, by concussion, by percussion, or by detonator of any part of the compound or mixture may cause such a sudden generation of highly heated gases that the resultant gaseous pressures are capable of producing destructive effects on contiguous objects or of destroying life and limb.(2) Blasting agent - A material or mixture consisting of a fuel and oxidizer intended for blasting, not otherwise classified as an explosive, in which none of the ingredients is classified as explosives, provided that the finished product as mixed and packaged for use or shipment cannot be detonated by means of a No. 8 test blasting cap when unconfined. Materials or mixtures classified as nitrocarbonitrates by the department of transportation regulations shall be included in this definition. C. The manufacture of explosives or blasting agents shall be prohibited within the City of Spring Hill. D. The storage of explosives or blasting agents is prohibited within the City of Spring Hill except for temporary storage for use in connection with approved blasting operations; however, at the end of the day's operations, as established by the fire chief, any remaining explosives or blasting agents shall be safely removed from the corporate limits of the City of Spring Hill. Any onsite magazine shall be locked in the open position. This prohibition shall not apply to wholesale and retail stocks of small arms ammunition, explosive bolts, explosive rivets or cartridges for explosive-actuated power tools in quantities involving less than 500 pounds of explosive material. (5)Businesses located within the City of Spring Hill may store explosives and blasting agents at sites designated subject to review and approval by the fire marshal.(6)No person shall possess, offer for sale, sell, display, or utilize any explosives or blasting agents at any location within the City of Spring Hill not authorized by a permit issued by the fire marshal.(7)The manufacture and storage of explosives and blasting agents under the above provisions shall meet requirements of the fire code and NFPA 495-1992.

Spring Hill, TN Code of Ordinances

(2023 Code, § 7-807); (Ord. 23-02, passed 3-6-2023)

**§ 7-808 Routes for vehicles transporting hazardous materials.**

Routes for vehicles transporting hazardous materials shall be as established by the fire chief, police chief and the public works director. Hazardous Materials Routes will be the State Roads or City Arterial Roads as outlined on City GIS mapping.

(2023 Code, § 7-808); (Ord. 23-02, passed 3-6-2023)

**§ 7-809 Transportation of hazardous materials.**

No person shall operate or park any vehicle carrying hazardous materials within the corporate limits of Spring Hill at any time except while traveling on an established route and for the purpose of and while actual engaged in the expeditious delivery of hazardous materials. Vehicles transporting hazardous materials shall be prohibited within the limits of the fire district, except to make expeditious deliveries within the fire district. The date, time of day, quantity of materials, and method of delivery shall be subject to regulation and permitted by the fire marshal. Businesses located within the city may have vehicle parking sites designated, subject to review and approval by the fire marshal. This article shall apply to materials not otherwise covered in this Code which are highly flammable, or which may react to cause fires or explosives, or by their presence create or augment a fire or explosion hazard, or which because of toxicity, flammability or liability to explosion render fire-fighting abnormally dangerous or difficult; also the flammable or combustible liquids which are chemically unstable and which may spontaneously form explosive compounds or undergo spontaneous reactions of explosive violence or with sufficient evolution of heat to be a fire hazard. Hazardous materials shall include flammable solids, corrosive liquids, poisonous gases or highly toxic, radioactive, oxidizing, unstable or reactive, hyperbolic or pyrophoric materials. Also, any substance or mixture of substance which is an irritant, a strong sensitizer, or which generates pressure through exposure to heat, decomposition or other means.

(2023 Code, § 7-809); (Ord. 23-02, passed 3-6-2023)

**§ 7-810 Hazardous substance; recovery costs.**

(1)As used in this section, the following terms shall be defined as follows:(a)Costs means those necessary and reasonable costs incurred by the city in connection with investigating, mitigating, minimizing, removing or abating discharges of hazardous substances including, but not limited to the following: actual labor cost of city personnel or its authorized agents; costs of equipment operation and rental; and cost of expendable items including, but not limited to, firefighting foam, chemical extinguishing agents, absorbent material, sand, recovery drums, acid suits, acid gloves, goggles and

## Spring Hill, TN Code of Ordinances

protective clothing.(b)Discharge means any intentional or unintentional action or omission resulting in the releasing, spilling, pumping, pouring, emitting, emptying or dumping of a hazardous substance upon public or private property located within the city limits of the City of Spring Hill.(c)Hazardous substances means any substances or materials in a quantity or form, which in the determination of the fire chief or his authorized designee poses an unreasonable and imminent risk to the life, health, safety or welfare of persons or property within the City of Spring Hill, and shall include, but not be limited to, those hazardous substances listed in the "N.F.P.A. Guide on Hazardous Materials", or the E.P.A.'s list of extremely hazardous substances.(d)Person means one or more individuals, partnerships, corporations, joint ventures, associations or any other entities or any combination thereof.(2)(a)The fire department is hereby authorized to take such steps as necessary to clean up, remove or abate the effects of any hazardous substances discharged upon or into public or private property or facilities located within the limits of the city.(b)Any person or persons responsible for causing or allowing an unauthorized discharge of hazardous substances that requires emergency action of the fire department of the City of Spring Hill or its authorized agents in order to protect the public health, safety or welfare shall be jointly and severally liable to the City of Spring Hill for the costs incurred by the city in investigating, mitigating, minimizing removing and abating any such discharge.(c)When responding to the emergency caused by the unauthorized discharge of hazardous substances, the Fire Department of the City of Spring Hill shall keep a detailed record of the costs attributable thereto.(d)The authority to recover costs under this section shall not include costs incurred for actual fire suppression services which are normally or usually provided by the City of Spring Hill Fire Department or its authorized agents.(3)(a)Any person or persons responsible for causing or allowing an unauthorized discharge of hazardous substances shall reimburse the City of Spring Hill for the full amount of all costs, as defined herein, associated with the investigating, mitigating, minimizing, removing and abating any such discharge within a period of 30 days after receipt of an itemized bill for such costs from the City of Spring Hill.(b)Any person or persons responsible for causing or allowing an unauthorized discharge of hazardous substances and who fails to promptly reimburse the City of Spring Hill within the time set forth in subsection (3)(a) hereof, shall be subject to a penalty payment as specified in appendix A, comprehensive fees and penalties, for each month that the bill for such costs remains unpaid.(c)The remedy provided for in this section shall be supplemental to and in addition to all other available remedies at law and equity.

(2023 Code, §7-810); (Ord. 23-02, passed 3-6-2023)

**§ 7-811 Storage, dispensing, use and handling of hazardous materials, restricted.**

(1)It is unlawful for any person to establish, erect, construct, or enlarge a plant or place of business where hazardous materials are to be manufactured or physically distributed or handled, except in the commercial and industrial areas of the city.(2)Storage, dispensing, use and handling of hazardous materials allowed under the above provisions, shall meet requirements of the fire code.(3)It shall be unlawful for any person to discharge a hazardous material by releasing, spilling, pumping, pouring, emitting, emptying or dumping.(4)Hazardous materials shall not be released into a

## Spring Hill, TN Code of Ordinances

sewer, storm drain, ditch, drainage canal, creek, stream, river, lake or tidal waterway, or upon the ground, sidewalk, street, highway or into the atmosphere; except materials used for weed abatement, erosion control, soil amendment or similar applications when applied in accordance with the manufacturer's specifications and/or materials released in accordance with federal, state or local governmental regulations.(5)The fire department shall be immediately notified when an unauthorized discharge of hazardous materials is discovered. The fire department shall notify the other responsible agencies. (2023 Code, § 7-811); (Ord. 23-02, passed 3-6-2023)

## **CHAPTER 9: LITHIUM ION (Li-ion) BATTERY DISPOSAL, CLASSIFICATION, SALE, SECOND USE, STORAGE AND COMMERCIAL CHARGING**

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- 7-901 Disposal, bulk storage, re-manufacturing, and resale of second-use lithium ion batteries.
- 7-902 Lithium-Ion batteries, are considered a hazardous material
- 7-903 Sale of second-use lithium-ion batteries.
- 7-904 It shall be unlawful to assemble or recondition a lithium-ion battery
- 7-905 Commercial storage requirements for the storing or collecting of bulk lithium-ion batteries
- 7-906 Limited indoor storage of lithium-ion batteries
- 7-907 Indoor storage areas NOT meeting "Limited" storage requirements
- 7-908 Outside storage areas
- 7-909 Powered micro mobility devices

### **§ 7-901 Disposal, bulk Storage, re-manufacturing, and resale of second-use lithium ion batteries.**

For purposes of this subchapter, the following terms have the following meanings: Lithium-ion battery. a. The term "lithium-ion battery" means a storage battery in which an electrical current is generated by lithium ions embedded in a carbon graphite or nickel metal-oxide substrate placed in a high-viscosity carbonate mixture or gelled polymer electrolyte. b. Second-use lithium-ion battery. The term "second-use lithium-ion battery" means a lithium-ion battery that has been assembled or reconditioned using cells removed from used batteries. (2023 Code, § 7-901); (Ord. 23-02, passed 3-6-2023)

### **§ 9-902 Lithium-Ion batteries, are considered a hazardous material**

A. per the EPA and are subject to DOT's Hazardous Materials Regulations (HMR; 49 CFR Parts 171–180) and should not be disposed of in standard household trash. a. Used batteries should be disposed of at a recycling center or other household

Spring Hill, TN Code of Ordinances

hazardous waste collection point b. consumers should tape terminal ends and place batteries in separate plastic bags prior to disposal.  
(2023 Code, § 7-902); (Ord. 23-02, passed 3-6-2023)

**§ 7-903 Sale of second-use lithium-ion batteries.**

A. No person shall distribute, sell or offer for sale a second-use lithium-ion battery. b. Penalty. A person who violates subdivision a of this section or any rule promulgated thereunder is liable for a civil penalty as follows: 1. For the first violation, a civil penalty of \$200; and 2. For each subsequent violation issued for the same offense within two years of the date of a first violation, a civil penalty of not more than \$1,000. c. Each failure to comply with subdivision a of this section with respect to each separate second-use lithium-ion battery constitutes a separate violation.  
(2023 Code, § 7-903); (Ord. 23-02, passed 3-6-2023)

**§ 7-904 It shall be unlawful to assemble or recondition a lithium-ion battery using cells removed from used storage batteries.**

(2023 Code, § 7-904); (Ord. 23-02, passed 3-6-2023)

**§ 7-905 Commercial storage requirements for the storing or collecting of bulk Lithium-Ion batteries.**

A. Exceptions (1) Batteries installed in the equipment, devices, or vehicles they are designed to power. (2) Batteries packed for use with the equipment, devices, or vehicles they are designed to power. (3) Batteries in original retail packaging that are rated at 300 watt-hours or less for lithium-ion batteries or contact 25 grams or less of lithium metal for lithium metal batteries. (4) Temporary storage of batteries or battery components during the battery manufacturing process prior to completion of final quality control checks. (5) Temporary storage of batteries during the vehicle manufacturing or repair process.

(2023 Code, § 7-905); (Ord. 23-02, passed 3-6-2023)

**§ 7-906 Limited indoor storage of lithium-ion batteries**

A. shall not exceed 15 cubic feet (approx. two 55-gallon drums). A fire safety plan shall be created by the owner/operator of the storage facility, reviewed, and approved by the Fire Marshal's Office, and disseminated to staff working at the facility. Containers must be (1) open-top and noncombustible or approved for battery collection (2) each container and groups of containers may not exceed 7.5 cubic feet. (3) Second container or groups of containers must be separated by not less than 3 feet of open space, or 10 feet of space that contains combustible materials. (4) must be located not less than 5 feet from exits or exit access doors.

## Spring Hill, TN Code of Ordinances

(2023 Code, § 7-906); (Ord. 23-02, passed 3-6-2023)

**§ 7-907 Indoor storage areas NOT meeting “Limited” Storage Requirements**

A. Are identified as spaces with indoor storage with more than 15 cubic feet of lithium batteries (1) must secure a permit and have a fire safety plan created, reviewed, and approved by the Fire Marshal's Office and disseminate plan to staff working at the facility and (2) must authorize and conduct a Technical Opinion Report to evaluate level of hazard and protection measures. (3) Indoor storage areas NOT meeting “Limited” storage requirements shall have a minimum 2-hour fire rated barrier or horizontal assembly separating battery storage areas. a. Exceptions (1) prefabricated portable structure building with 2 hour rated fire resistance rated enclosure. (2) If battery storage is limited to new batteries in packaging that has been demonstrated to and approved by fire code official as sufficient to isolate a fire in packaging. (4) Must be protected with an automatic sprinkler system or approved alternative suppression system. (5) Must be protected with fire detection system using air aspirating smoke detection, radiant energy-sensing fire detection or both. (6) Explosion control plan, if applicable, and in accordance with technical report. (7) If batteries are stored at no more than 30% state of charge, “reduced requirements” apply A. Technical report is not required, b. 2-hour fire rated barriers not required, c. Must have defined procedure to verify battery state of charge (SOC), d. Fire sprinkler system IS required, e. Fire detection system IS required. (2023 Code, § 7-907); (Ord. 23-02, passed 3-6-2023)

**§ 7-908 Outside storage areas**

(1) separated by not less than 20 feet to buildings, property lines and streets (2) separated by not less than 3 feet to buildings, property lines and streets if protected with free-standing 2 hour fire-resistant rated assembly (3) separated by not less than 3 feet to buildings, property lines and streets if in portable prefabricated building with 2 hour fire-resistant rated enclosure (4) fire detection system is required, including for portable prefabricated buildings (5) storage building shall not exceed 10 feet in height, shall not exceed 900 sq.ft., and shall be separated from other storage areas by 10 feet. (2023 Code, § 7-908); (Ord. 23-02, passed 3-6-2023)

**§ 7-909 Powered micro mobility devices.**

Include motorized bicycles, motorized scooters and other personal mobility powered devices using lithium batteries. 1. This subsection prohibits use of residential dwellings as a business for charging of commercially owned devices for sale or rent. 2. Requires a Mandatory UL listing for devices, chargers, and batteries. 3. Battery charging areas/rooms a. All charging devices must be plugged directly into an outlet. The use of a power strip to connect multiple separate devices into one wall outlet is prohibited. b. Batteries must maintain minimum separation of 18 inches while charging unless separated by approved fire-resistant material. c. Fire Alarm is required. d. Fire

Spring Hill, TN Code of Ordinances

Safety and Evacuation plans are required to be reviewed and approved by the Fire Marshal's Office.

(2023 Code, § 7-909); (Ord. 23-02, passed 3-6-2023)

## **CHAPTER 10: FIRE WATCH**

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Section

- 7-1001 Requirement for Special Event Fire Watch Permit
- 7-1002 Fire Department Special Event Fire Watch Contract
- 7-1003 Fire Watch for Unprotected Structures

**§ 7-1001 Requirement for Special Event Fire Watch Permit.**

A permit is required when in the opinion of the fire code official, it is essential for public safety in a place of assembly or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition, display, contest, or activity. The owner/agent shall provide one or more fire watch personnel, as required and approved, to remain on duty during the times such places are open to the public, or when such activity is being conducted.

Conditions of this permit are as follows:

- A. Must have at least one (1) dedicated person with a relief person. This person must have a means of identifying themselves as an authorized representative of fire loss prevention
- B. This person shall be familiar with the building and physically able to walk constantly
- C. Must have keys to all areas of concern
- D. Be trained to identify the fire hazards
- E. Know how to use a fire extinguisher
- F. Know how to initiate the alarm system
- G. Know how to notify the fire department
- H. Know the evacuation plan
- I. Check all exits and ensure they are clear and assessable
- J. Must do daily reports consisting of person on duty, times of patrol, any occurring events, any deficiencies discovered and the corresponding resolution

(2023 Code, § 7-1001); (Ord. 23-02, passed 3-6-2023)

**§ 7-1002 Fire Department Special Event Fire Watch Contract.**

Should the owner/agent wish to contract with Spring Hill Fire Department for Special Event Fire Watch coverage, notification must be made no sooner than seven (7) days prior to the event. Owner/Agent will be responsible for signing contract and issuing payment for services rendered as per the City of Spring Hill fee schedule.

Spring Hill, TN Code of Ordinances

(2023 Code, § 7-1002); (Ord. 23-02, passed 3-6-2023)

**§ 7-1003 Fire Watch for Unprotected Structures.**

If an occupied building's fire protection system is deemed to be out of service by the fire code official, fire chief or designee the building owner/manager/responsible party will be required to perform a fire watch. Fire Watch requires the following:

- A. Must have at least one (1) dedicated person dedicated to maintaining the Fire Watch until the system is placed back online
- B. This person shall be familiar with the building and physically able to walk constantly
- C. Be trained to identify the fire hazards
- D. Know how to use a fire extinguisher
- E. Know how to initiate the alarm system
- F. Know how to notify the fire department
- G. Know the evacuation plan
- H. Check all exits and ensure they are clear and assessable
- I. Must document hourly checks with form provided by the Fire Department or available on the city website and submit the form via email, fax or hand deliver to the Fire Marshal's Office within 8 hours of the end of the fire watch after the system is back in service
- J. Failure to provide documentation of maintained fire watch shall result in issuance of a fine established in the City of Spring Hill fee schedule

(2023 Code, § 7-1003); (Ord. 23-02, passed 3-6-2023)

**BOMA AGENDA NOTES**

**AUGUST 5, 2024**

**6:00 PM**

**CONSENT ITEMS**

- 1. Consider Resolution 24-171, to authorize the sale of surplus property for the Public Works Department.** The Public Works department has several trucks and miscellaneous equipment that have high mileage and require extensive maintenance. This resolution would approve for these items to be sold through GovDeals, as allowed under the City's purchasing policy. Missy Stahl, CIP Director
- 2. Consider Resolution 24-172, to authorize closure of Fischer Park for the 2024 Campin' in the Park Event.** To approve the temporary closure of Fischer Park for the 2024 Campin' In The Park event from dawn on September 21st through 9:00am on September 22nd. Kayce Williams, Parks and Recreation Director
- 3. Consider Resolution 24-173, to approve the purchase of one pickup truck for the Emergency Management Department through State Contract.** This is the purchase of a budgeted vehicle for the emergency management department. Greg Boyd, Emergency Operations Manager
- 4. Consider Resolution 24-174, to authorize streets repaving under the annual contracts for fiscal year 2024-2025.** Staff presented the quotes from Rogers Group for the repaving of city streets for FY2025 to the Transportation Advisory Committee on July 15, 2024 and received a favorable recommendation. The total costs for the repaving under the annual contract is \$3,844,983.73 and is budgeted under 121-43190-52681 (State Street Aid) and 110-43110-52681 (Streets General Fund). Tyler Scroggins, Public Works Director
- 5. Consider Resolution 24-175, to authorize street striping under the annual contracts for fiscal year 2024-2025.** Staff presented quotes form Kerr Brothers for the striping of Mahon Road, Main Street to Buckner Land and Kedron Road to Timberline to the Transportation Advisory Committee on July 15, 2024 and received a favorable recommendation. The total costs for the striping is \$91,156.40 and is budged in the Streets budget - 110-43110-52681. Tyler Scroggins, Public Works Director
- 6. Consider Resolution 24-176, to approve the renewal payment for Flock License Plate Recognition Cameras, LPR, for the Police Department.** The Spring Hill Police Department utilizes the Flock Safety LPR cameras system to alert on vehicle license plates that are on the NCIC hot list. Currently SHPD has 11 LPR cameras within the City of Spring Hill. The annual renewal cost for this year is \$27,989.73. The LPR camera has been successfully alerting on vehicles that are entered into NCIC system. The resolution is for authorization to continue utilizing the LPR and submitting the payment to Flock Safety. Don Brite, Chief of Police
- 7. Consider Resolution 24-177, to approve blanket purchase orders for Human Resources Department for fiscal year 2024-2025.** This resolution approves blanket purchase orders for FY 25 for payments for health insurance, life insurance and employees HSA accounts. Missy Stahl, CIP Director

8. **Consider Resolution 24-178, to authorize the mayor to sign the contract with TDOT for Global Navigation Satellite System Network for the Utility and Development Services Departments.** This is a resolution for contract approval for the TDOT GNSS Reference Network for the EOS GPS Units for development services and utility department for the continuation of GIS Mapping of new and existing utilities. Jessica Weaver, Utility Director
9. **Consider Resolution 24-179, to award the contract to Polydyne Inc. for the purchase of cationic polymer.** This item is to approve the purchase of polymer for the wastewater treatment plant from the bid responses. Jessica Weaver, Utility Director
10. **Consider Resolution 24-180, to authorize a grant application for funds to enhance the city's emergency preparedness and safety of fire personnel.** A grant opportunity has opened through PEP for grant funding to purchase safety equipment. The grant is a 50/50 match. This resolution would authorize City staff to apply for the grant. Missy Stahl, CIP Director

#### **PREVIOUS BUSINESS**

1. **Consider Resolution 24-164, to appoint a member to the Town Center Redevelopment Committee of the City of Spring Hill.** The TCRC member appointment was deferred from July 15, 2024. (I attest that all applications received since January 1, 2024, have been included in this current packet for your review.)  
April Goad, City Recorder

#### **NEW BUSINESS**

1. **Consider Resolution 24-181, a resolution to honor Naomi Berri Partin Derryberry.**
2. **Consider Resolution 24-182. a resolution to honor Phillip Anthony Bennett.**
3. **Consider Resolution 24-183, to approve the Five-Year Consolidated Plan for the Community Development Block Grant Program (2024-2029)**  
Ismail Ahmed, Assistant to City Administrator

- 4. Consider Resolution 24-184, to approve Addendum No. 1 to Phase 2 Task Order with Neel-Schaffer for the traffic signal at the Cleburne Road/Beechcroft Road Intersection.** Neel-Schaffer has submitted Addendum No. 1 to the Phase 2 contract for Beechcroft Road improvements for widening at the intersection of Beechcroft Rd and Cleburne Rd. The Addendum will include design services to accommodate future development that have been approved for this corridor. Missy Stahl, CIP Director
- 5. Consider Resolution 24-185, to approve purchase of furniture, fixtures and equipment from Patterson Pope for the Police Department Headquarters through Sourcewell Contract.** With construction of the new PD Headquarters, additional new furniture, fixtures and equipment are needed. Patterson Pope has submitted a cost proposal for heavy duty shelving and storage, utilizing a Sourcewell contract. This expense is funded in FY 25. Missy Stahl, CIP Director
- 6. Consider Resolution 24-186, to approve purchase of furniture, fixtures and equipment from Alfred Williams and Company for the Police Department Headquarters through Sourcewell and Omnia Contracts.** With construction of the new PD Headquarters, additional new furniture, fixtures and equipment are needed. Alfred Williams (interior design company under the purview of TM Partners) has submitted a cost proposal for utilizing Omnia and Sourcewell contracts. This expense is funded in FY 25. Missy Stahl, CIP Director
- 7. Consider Resolution 24-187, to appoint one member to the Duck River Board of Directors representing the City of Spring Hill.** This Resolution is to appoint a DRA board member to serve as the city representative for the Duck River Agency Board. There is no term limit. Jessica Weaver, Utility Director
- 8. Consider Resolution 24-188, to appoint one member to the Duck River Agency Technical Advisory Committee representing the City of Spring Hill.** This Resolution is to appoint a DRATAC board member to serve as the city representative for the Duck River Agency Technical Advisory Board. There is no term limit. Jessica Weaver, Utility Director
- 9. Consider Resolution 24-189, to approve support for DRA DRUC Funding Agreement for \$3 million partial funding request of DRA Funds.** This is a resolution to provide support for the \$3 million dollar request for the DRA to authorize \$3 million dollars to be withdrawn from the DRA Water Supply Trust in accordance with the agreement between the DRA and the DRUC dated July 25,2024. This funding will assist DRUC to lower their intake on Normandy which will allow TVA to send more water downstream when needed. Jessica Weaver, Utility Director
- 10. Consider Resolution 24-190, to authorize emergency repairs to the Raw Water Intake Drive No. 2.** This is to purchase a replacement drive at the water treatment plant that has recently failed. This drive is only available through a single supplier with staff contacting multiple vendors for pricing. Written pricing from the vendors has returned the same cost. Jessica Weaver, Utility Director

11. **Consider Resolution 24-191, to approve the Southside Water Storage Tank.** This resolution is for the demolition and construction of the Southside water storage tank. This build will take approximately two years with the first half of the funding budgeted this fiscal year and the remaining scheduled to be budgeted next fiscal year. Jessica Weaver, Utility Director
12. **Consider Resolution 24-192, to authorize the mayor to amend a Professional Services Agreement for On-Call Planning Services with Corradino Group, Inc. to include Engineering Services.** On February 5, 2024, the BOMA approved Resolution 24-30 to authorize the mayor to sign a professional services agreement (PSA) with Corradino Group, Inc. for on-call planning services. Staff requests authorization for the mayor to amend the PSA to include on-call engineering services. Dara Sanders, Development Director
13. **Consider Resolution 24-193, to authorize the mayor to sign a Professional Service Agreement for Advanced Purification Project.** Dan Allen, Assistant City Administrator

#### **WORK SESSION/DISCUSSION**

1. **Discussion, Comptroller Letter**
2. **Discussion, Concept Design for East of I-65.** The Corradino Group has prepared a concept design for east of I65 to be shown and discussed with the BOMA.  
Pam Caskie, City Administrator
3. **Discussion, City Hall Parking Lot and Landscaping Improvements.** Staff will present repair options for improvements to the City Hall parking lot and landscaping.  
Tyler Scroggins, Public Works Director
4. **Discussion, Updated Design for Port Royal Road/Kedron Road Intersection.** STV has worked on an updated design for the Port Royal Rd/ Kedron Rd intersection and will present to TAC and to BOMA.  
Tyler Scroggins, Public Works Director
5. **Discussion, City Handbook Policy, Fire Department Probationary Period.** Current Fire Department Staff are required to undergo a 12-month probationary period. This requirement is contrary to all other city employees. This also creates issues when you have high-performing employees who are essentially held back from advanced training and other department advancement opportunities. Suggestion is to modify the City Handbook section regarding Fire Department Probation to mirror the Police Department, whereby employees are on 6-months of probation upon hire with extensions, as needed, for up to 1 year (12 months) for performance-based issues. Graig Temple, Fire Chief

- 5. Discussion, Changes to Title 7, Chapter 2, Section 7-208. Section 7-208** - Fire Sprinklers has insufficient language regarding the installation, maintenance, and monitoring of Fire Sprinkler systems. Suggested language will require the monitoring of Sprinkler Systems as part of the Life Safety Fire Protection of required buildings. Graig Temple, Fire Chief and James Berry, Fire Marshall
- 6. Discussion, Fire Department Automatic Aid Agreements.** Discussion on establishing Automatic Aid agreements with surrounding Fire Departments in order to provide more efficient and expeditious life safety response to major incidents.  
Graig Temple, Fire Chief
- 7. Discussion, Engineering Fees Update.** Staff has prepared recommended application fee updates for Engineering review and inspection services. These fees are based on the structure of neighboring cities and Spring Hill's development review and inspection procedures/requirements. (Proposed fee schedule to be provided Friday, August 2nd)  
Dara Sanders, Development Director
- 8. Discussion, Centrifuge, Wastewater Treatment Plant.** This agreement retains a consultant to assist with public engagement for the water and sewer capital improvement projects. Dan Allen, Assistant City Administrator