



CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
BOMA MEETING PACKET
AUGUST 19, 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

**CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
BOMA MEETING AGENDA
AUGUST 19, 2024
6:00 PM**

Call Regular Meeting to Order

Stipulation of Members Present

Recess for Executive Session

Call Regular Meeting back to Order

Pledge of Allegiance

Invocation

Approval of the Agenda

Mayor's Comments

City Administrator/Department Head Comments

Citizen Comments

Military Banner Presentation

Roderick Jordan Cross

Attachment: [Bio- Roderick RJ Cross.pdf](#)

PUBLIC HEARING (None)

VOTING AGENDA

CONSENT ITEMS

1. Financial Reports

2. BOMA Minutes

Attachment: [BOMA Minutes 07-15-2024.pdf](#)

Attachment: [BOMA Minutes 08-05-2024.pdf](#)

3. Department Reports

Attachment: [FIRE July 2024 EOM Report.pdf](#)

Attachment: [COURT REVENUE REPORT MAY 2024.pdf](#)

Attachment: [COURT REVENUE REPORTS JULY 2024.pdf](#)

Attachment: [Parks and Recreation Staff Report August 2024.pdf](#)

Attachment: [BOMA Monthly Report - July 2024.pdf](#)

Attachment: [COURT REVENUE REPORT JUNE 2024.pdf](#)

Attachment: [Library Monthly Activity Report July 2024.pdf](#)

4. Committee/Commission Reports and Minutes

Attachment: [PC Regular Meeting Minutes 7-8-24.pdf](#)

Attachment: [8 - BFAC Aug 24 Minutes.pdf](#)

Attachment: [BZA Meeting Minutes 2-21-24.pdf](#)

Attachment: [BZA Meeting Minutes 3-19-24.pdf](#)

Attachment: [July 2 2024 TCRC Meeting Minutes.pdf](#)

Attachment: [May 2024 LBOT Minutes.pdf](#)

Attachment: [Historic Commission Minutes June 2024.pdf](#)

Attachment: [IDB Minutes 12-12-2023.pdf](#)

5. Consider Resolution 24-194, to approve a contract with S&ME for materials testing and inspection for Fire Station No. 4.
Missy Stahl, CIP Director

Attachment: [Resolution 24-194 to authorize the Mayor to sign a PSA with S. ME for materials inspection and testing for Fire S.pdf](#)

Attachment: [S. ME Proposal - Spring Hill Fire Station No 4.pdf](#)

Attachment: [S. ME PSA Fire Station No. 4.pdf](#)

6. Consider Resolution 24-195, to approve reallocation of June Lake special assessment fees collected to Buckner Lane widening expenses.

Missy Stahl, CIP Director

Attachment: [Resolution 24-195 to approve reallocation of June Lake special assessment fees.pdf](#)

Attachment: [June Lake City Detail Report.pdf](#)

7. Consider Resolution 24-196, to approve transfer of prepaid street lighting fees to street lighting expenses.

Missy Stahl, CIP Director

Attachment: [Resolution 24-196 to approve reallocation of prepaid street lighting fees.pdf](#)

Attachment: [Tyler Tech report.pdf](#)

8. Consider Resolution 24-197, to approve emergency septic system relocation services for Buckner Lane widening project.

Missy Stahl, CIP Director

Attachment: [Resolution 24-197 to approve emergency relocation services for Buckner Ln widening.pdf](#)

Attachment: [Buckner Lane septic system memo.pdf](#)

Attachment: [Septic quote.pdf](#)

9. Consider Resolution 24-198, to purchase Motorola radios and external hardware for the Police Department.

Don Brite, Chief of Police

Attachment: [Res 24-198 radio resolution .pdf](#)

Attachment: [Official Quote.pdf](#)

10. Consider Resolution 24-199, to allow closure of certain City streets.

Dwayne Hicks, Deputy Development Director

Attachment: [RESOLUTION 24-199 Approve Road Closures.pdf](#)

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

Attachment: [Grey Ghost map 1_1_1.pdf](#)

11. Consider Resolution 24-200, in support of the reforestation of the SR 396 and Port Royal Road.

Dwayne Hicks, Deputy Development Director

Attachment: [RESOLUTION 24-200 Reforestation.pdf](#)

Attachment: [Wilson County 840-Central Pike Interchange Resolution 9-2021.pdf](#)

Attachment: [EXAMPLE PLANTING PLAN Saturn Parkway SR-396 at Port Royal Rd - Maury County 202003.pdf](#)

12. Consider Resolution 24-212, to approve an Interlocal Cooperative Agreement between the City of Spring Hill, TN and the Industrial Development Board of the City of Spring Hill, TN related to the annual amount of dedicated taxes in The Spring Hill Crossing Development Tax Increment Area.

Pam Caskie, City Administrator

Attachment: [Resolution 24-212 Resolution Approving Interlocal Agreement 8.13.24.pdf](#)

Attachment: [Resolution 24-212 Exhibit A.pdf](#)

PREVIOUS BUSINESS

NEW BUSINESS

1. Consider Resolution 24-202, requesting the Maury County Election Commission to conduct an election within the corporate boundaries of the City of Spring Hill, Tennessee, on Thursday, April 10, 2025, to elect a Mayor and also one (1) Alderman from each of the four (4) wards, pursuant to the election laws of the State of Tennessee.

April Goad, City Recorder

Attachment: [Resolution 24-202 requesting Election April 2025.pdf](#)

Attachment: [Spring Hill - Election Procedure Memo - 2024.01.26.pdf](#)

2. Consider Resolution 24-203, to authorize Mayor to execute a professional services agreement with Thomas and Hutton for the June Lake Water Storage Tank CEI Services Extension.

Jessica Weaver, Utility Director

Attachment: [Resolution 24-203 Resolution to Authorize PSA June Lake Water Storage CEI Services Extension.pdf](#)

Attachment: [BOMA MEMO- June Lake Water Storage Tank CEI Services Extension.pdf](#)

Attachment: [28298.0061 - June Lake CEI - Extension Task Order 08072024.pdf](#)

3. Consider Resolution 24-204, to authorize the Mayor to Execute a Professional Services Agreement for Construction Inspection Services at Sanctuary Bluff with Thomas & Hutton.

Dara Sanders, Development Director

Attachment: [Resolution 24-204.pdf](#)

Attachment: [28298.0065 CEI - Sanctuary Bluff Task Order 07032024.pdf](#)

4. Consider Resolution 24-205, to authorize Mayor to execute a Professional Services Agreement with Thomas and Hutton for the Southside Water Storage Tank CEI Services.

Jessica Weaver, Utility Director

Attachment: [Resolution 24-205 to Authorize Southside Water Storage CEI Services.pdf](#)

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

5. Consider Resolution 24-206, to authorize approval of memorandum of understandings with Maury County Fire Department and Williamson County Fire/Rescue.

Graig Temple, Fire Chief

Attachment: [Resolution 24-206 MOU MCFR and MCFR.pdf](#)

Attachment: [MOU Maury County Fire Dept 2024.pdf](#)

Attachment: [WCFR MOU 2024.pdf](#)

Attachment: [Copy of FireDept AddressRequest 202311171.pdf](#)

6. Consider First Reading of Ordinance 24-16, to amend Title 7, Fire Protection and Fireworks of the City of Spring Hill Code of Ordinances.

Graig Temple, Fire Chief; James Berry, Fire Marshal

Attachment: [Ordinance 24-16 Title 7 Revisions 9-2-24.pdf](#)

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

7. Consider Resolution 24-208, a resolution to approve Retirement Agreement.

Patrick Carter, City Attorney

Attachment: [Resolution approving city administrator Retirement Agmt..pdf](#)

Attachment: [Pam Retirement Contract - final.pdf](#)

8. Consider Resolution 24-209, authorizing the issuance of a Request for Proposals (RFP) for the selection of a search firm to assist with the recruiting and hiring of a City Administrator.

Patrick Carter, City Attorney; Chris Clausi, HR Director

Attachment: [RESOLUTION NO 24-209 RFP Search Firm CA position.pdf](#)

Attachment: [EXHIBIT 1 RFP SH City Admin Search - Final.pdf](#)

9. Consider Resolution 24-210, to authorize annual building, property, worker's compensation and liability insurance renewal with Public Entity Partners (PEP).

Pam Caskie, City Administrator

Attachment: [Resolution 24-210 Authorizes annual WC property and liability insurance renewal with public entity par.pdf](#)

Attachment: [07.02.2024 - Property 2024-2025 Renewal.pdf](#)

Attachment: [07.12.2024 - Worker s Comp 2024-2025 Renewal.pdf](#)

Attachment: [Link: Property Policy 2024](#)

Attachment: [Worker s Compensation Policy 2024.pdf](#)

10. Consider Resolution 24-211, to authorize the Mayor to sign a Stormwater Projects Task Order contract with Thomas & Hutton.

Tyler Scroggins, Public Works Director

Attachment: [Resolution 24-211 to authorize Mayor to sign SW project task order with Thomas Hutton for Cameron Far.pdf](#)

Attachment: [Memo Thomas Hutton Task Order for Stormwater Buckner Cameron Farms and Tweed Court.pdf](#)

Attachment: [Exhibit A - Task Order.pdf](#)

11. Consider First Reading of Ordinance 24-17, enacting and adopting a supplement (S-5) to the Code of Ordinances.

April Goad, City Recorder

Attachment: [Ordinance 24-17 enacting and adopting supplement to the Code of Ordinances 2024 S-5.pdf](#)

Attachment: [20240813155427826.pdf](#)

WORK SESSION/DISCUSSION

1. Discussion of LPRF Grant Funds

Missy Stahl, CIP Director

Kayce Williams, Parks & Recreation Director

Attachment: [Discussion Item LPRF Grant.pdf](#)

2. Discussion on CDBG Grant Funds Committee

Pam Caskie, City Administrator

3. Discussion on Wastewater Treatment Plant Trailers for Sludge Hauling

Jessica Weaver, Utility Director

Acknowledgements

Adjourn

Agenda Notes

Attachment: [Agenda Notes 08-19-2024.pdf](#)

Fleet Marine Force Corpsman Roderick "RJ" Cross

RJ Cross, an only child grew up in Spring Hill attending Heritage Elementary, Heritage Middle and graduated from Independence High School in 2016. He always had a strong work ethic often working 2 jobs throughout his high school years. He completed a year of college before deciding to follow his dream to serve his country. He chose the US Navy in 2017.

RJ ended his 6-year enlistment last September as an E4, 3rd Class Petty Officer. After Boot Camp in Great Lakes, he went to A School in San Antonio to become a Hospital Corpsman excelling in his class. He then was stationed in Naples, Italy where he trained for 2 ½ years in a hospital providing every level of medical care, as this encompassed the beginning of COVID in Europe. After this extensive training in Italy, and upon returning to the States, he attached to a Marine Unit at Camp Pendleton in California as a Corpsman for the Infantry Unit. He immediately began working towards his Fleet Marine Force (FMF) and received this recognition in Okinawa, Japan following his 8-month deployment. For the last 3 years he continued serving at Camp Pendleton as an FMF Navy Corpsman, also known as a "Devil Doc" for the Marine Infantry. When not deployed, RJ, worked several outside jobs in the area when off duty. Not missing a beat, RJ was granted permission to enroll in Cal State just before the end of his enlistment last year to avoid waiting until winter semester to begin the next chapter to pursue becoming a Physical Therapist.

As his mom writing this, I think all who know RJ would agree that one of RJ's strongest attributes is his calm, focused demeanor in **ALL** situations. He was like this as the littlest boy even. I think these qualities and his perseverance to follow his dreams has made him stand out throughout his life. He's quite a son, grandson, nephew, a friend to many. I think that it's safe to say he is no longer an only child with all of the military brothers (and sisters) he has gained in the past 6 years!

Thank you to the City of Spring Hill for showing pride for and honoring our military men and women with these banners.

**CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
BOMA MEETING MINUTES
JULY 15, 2024
6:00 PM**

Call Regular Meeting to Order

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

Stipulation of Members Present

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

Others Present

Tony Tolstedt, Assistant City Administrator, Dan Allen, Assistant City Administrator, Jessica Weaver, Utilities Director, Missy Stahl, CIP Director, Graig Temple, Fire Chief, Don Brite, Police Chief, Lucas Wright, Communications Director, Dara Sanders, Development Services Director, Ismail Ahmed, Assistant to the City Administrator.

Pledge of Allegiance

Led by the Board of Mayor and Aldermen

Invocation - Jonathan O'Hara, Christ Chapel

Approval of the Agenda

Approved, 7-0 (Unanimous).

Mayor's Comments

Mayor Hagaman stated that he wanted to squash the rumors regarding he not supporting small businesses. He stated that he fully supports all small businesses.

City Administrator/Department Head Comments

None

Citizen Comments

David Huebner, 2108 Burgess Lane -- Mr. Huebner stated that he is endorsing and supporting the Green Interchange project that will be presented during the meeting.

Matthew Ball, 322 Moccasin Trail -- Mr. Ball commented that he thought that the city of Spring Hill is an ideal community to host the Wall that Heals, a Vietnam Veterans Memorial replica, that is toured across the country. He stated that he would like to discuss further with the members of the board and finding a site for its display. Ms. Caskie stated that she would have Mr. Tolstedt get his contact information.

Presentation to BOMA, Planting Interstate Interchanges

Mr. McFadden presented to the board that the organization's program is designed to encourage the Department of Transportation (TDOT) to stop mowing at interstate interchanges and instead to plant trees. He explained the benefits. Mr. McFadden is asking for a resolution from the board supporting the project and explained the process. Discussion occurred. It was determined to move forward.

Public Hearing

None

Voting Agenda

Consent Items

Financial Reports

BOMA Minutes

Department Reports

Committee/Commission Reports and Minutes

Consider Resolution 24-151, to authorize the purchase of a pickup truck for CIP Department through State Contract

Consider Resolution 24-152, to approve an Interlocal Agreement for Network Services between the City of Spring Hill, Tennessee and Columbia Power and Water Systems

Consider Resolution 24-153, to approve the purchase of a pickup truck for the Fire Department

Consider Resolution 24-154, to authorize the purchase of seventeen (17) sets of structural firefighting gear

Consider Resolution 24-155, to approve the purchase of three mobile radios for the Fire Department

Consider Resolution 24-156, authorizing acceptance of offer of dedication of road rights-of-way and public improvements shown on the existing plat for Brixworth Phase 7 Section A

Consider Resolution 24-157, authorizing the acceptance of offer of dedication of road rights-of-way and public improvements shown on the existing plat for Brixworth Phase 7 Section B

Consider Resolution 24-158, to authorize the purchase of a kubota skid steer for the wastewater plant

Consider Resolution 24-159, to adopt amendments to the standard specifications for sewage additions project manual

Consider Resolution 24-160, to authorize the purchase of an International truck for the Wastewater Plant

Consider Resolution 24-161, to approve blanket purchase orders for fiscal year 2024-2025

Consider Resolution 24-162, to approve the purchase of carbon from Citco Water

Consider Resolution 24-170, authorizing an expenditure for ESRI Small Government Enterprise Agreement

Voting Results for Consent Agenda

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

Previous Business

None

New Business

Consider Resolution 24-163, to appoint two members to the Library Board of Trustees of the City of Spring Hill

Motion to approve by Vice Mayor Pomeroy, seconded by Alderman Murray. Mayor Hagaman suspended the rules to allow the applicants present to introduce themselves if they desire. Ms. Carolyn Jett, Ms. Rasika Nerker, Mr. Russ Turpin and Ms. Alicia Fitts all introduced themselves to the board. Mayor Hagaman reinstated the rules. Mayor Hagaman stated that there are ten (10) applicants and for each board member to vote for two on paper and the top two vote-getters would be the two appointed members. Ms. Watson stated that Ms. Fitts received the most votes of seven and Mr. Turpin and Ms. Jett received three votes each for a tie. Mayor Hagaman asked for a rollcall vote to break the tie: Aldermen Cox (Jett), Aldermen Fitterer (Turpin), Aldermen Gavigan (Turpin), Aldermen Fuqua (Jett), Mayor Hagaman (Jett), Aldermen Murray (Turpin) and Vice Mayor Pomeroy (Turpin). Mayor Hagaman stated that the two applicants would be Ms. Fitts and Mr. Turpin. Motion to amend by inserting the names of Russ Turpin and Alicia Fitts into the blanks of the resolution by Vice Mayor Pomeroy, seconded by Alderman Murray. Motion to amend carried, 7-0 (Unanimous). Motion as amended carried, 7-0 (Unanimous).

Consider Resolution 24-164, to appoint a member to the Town Center Redevelopment Committee of The City of Spring Hill

Motion to approve by Vice Mayor Pomeroy, seconded by Alderman Murray. Motion to amend by inserting the name Trevor Duffy into the blank of the resolution by Alderman Fitterer, seconded by Alderman Fuqua. Alderman Fitterer stated that there are multiple applicants that have expressed interest in this position. Discussion occurred. Motion to defer until the August 19th meeting by Mayor Hagaman, seconded by Alderman Fuqua. Motion to defer carried, 7-0 (Unanimous).

Consider Resolution 24-165, authorizing acceptance of offers of dedication for road rights-of-way and public improvements shown on the existing plat for Brixworth Phase 7 Section C

Motion to approve by Vice Mayor Pomeroy, seconded by Alderman Murray. Ms. Stahl stated that staff is recommending this be deferred until a later date. She explained the recommendation. Discussion occurred. Motion to table by Vice Mayor Pomeroy, seconded by Alderman Fuqua. Motion to table carried, 7-0 (Unanimous).

Consider Resolution 24-166, to approve the cost estimate for Fire Station No. 4 construction by Chris Woods Construction Company

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

Consider Resolution 24-167, to approve a cost proposal with Rogers Group, Inc for asphalt paving services for the Police Department Headquarters

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

Consider Resolution 24-168, of the City of Spring Hill, Tennessee to approve contract extension and amendment for firefighter 3D movement assessments, individualized fitness programs and recover program

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

Consider Resolution 24-169, to amend Resolution 24-148 and replace the Piggyback Service Agreement with a Master Service Agreement for fire incident reporting software

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

Work Session/Discussion

Discussion on Addendum No. 1 the contract with Neel-Schaffer for Beechcroft Road Improvements

Ms. Stahl explained that there are some conflicts with the Neel-Schaffer contract compared to what the developer's warehouses' plans that were approved by the Planning Commission. She stated that staff requested Neel-Schaffer submit another cost proposal to add some additional services for the traffic signal, roadway improvements, etc. They submitted the cost proposal in the amount of \$89,000. She stated that this is being paid out of the capital projects fund. She is asking for a resolution and that it would be phase 2 of the Beechcroft Road improvements. Discussion occurred. It was determined to move forward.

Discussion of Police Department Headquarters FFE

Ms. Stahl is asking for approval to purchase the furniture, fixtures and equipment now because if purchased after September 1, the prices will increase. She stated that based on the quotes she has received, the total amount would be approximately \$1,550,000 with an approved budget amount of \$1,800,000. Ms. Stahl is asking for approval to purchase from the two suppliers and resolutions for each at the next board meeting. It was determined to move forward.

Discussion on Duck River Agency board appointment

Ms. Weaver stated that the Duck River Agency (DRA) had some legislation changed in the last year which gives the city the opportunity for someone to be appointed from the city board. She requested the board select a member to appoint to the DRA board and a member to appoint to the DRA Technical Advisory Committee. Discussion occurred. Alderman Fuqua and Alderman Fitterer volunteered. Alderman Fitterer recommended the advisory committee person be either Mr. Weaver or Mr. Allen. Mr. Doug Murphy, CEO of the Duck River Agency came to the podium. Mayor Hagaman confirmed with him that the appointees could be elected officials or staff members. Mr. Murphy stated that the board member was typically an elected official, and that the advisory committee member is typically a city employee with knowledge of the water system. Ms. Weaver is asking for two resolutions, one for each appointment, at the next board meeting. It was determined to move forward.

Acknowledgements

Mr. Carter acknowledged Trey Martin, who is present, a rising Senior at Columbia Central High School and has an interest in law.

Adjourn

7:20 pm - Meeting adjourned.

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

Call Regular Meeting to Order

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

Stipulation of Members Present

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

Voting Results for Consent Agenda

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

Others Present

Tony Tolstedt, Assistant City Administrator, Dan Allen, Assistant City Administrator, Tyler Scroggins, Public Works Director, Jessica Weaver, Utilities Director, Missy Stahl, CIP Director, Graig Temple, Fire Chief, Don Brite, Police Chief, Chris Clausi, Human Resources Director, Lucas Wright, Communications Director, Dara Sanders, Development Services Director, Ismail Ahmed, Assistant to the City Administrator.

Pledge of Allegiance

Led by the Board of Mayor and Aldermen

Invocation by Mike Stalnaker, Pastor, Community Baptist Church

Approval of the Agenda

Mayor Hagaman requested to move "Public Hearing" to after "Mayor's Comments". Motion carried, 8-0 (Unanimous).

Mayor's Comments

Mayor Hagaman commented the reason that several people on the dais wearing Fire Station #4 t-shirts is because the groundbreaking for Fire Station #4 was earlier today.

Mayor Hagaman commented that he received a letter of appreciation today from Williamson County Mayor Rogers Anderson regarding approval of the Urban Growth Boundary Coordinating Committee's recommendation. He read the letter out loud.

Mayor Hagaman asked the players and coaches of the U8 and U11 Spring Hill youth softball teams to come to the front of the courtroom. He congratulated the teams for winning the State Championships in their respective age groups. Mayor Hagaman acknowledged that City employee TC Norman is one of the coaches.

Public Hearing

Open Public Hearing

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

Mr. Ahmed presented to the board the purpose of the grant and its significance to the community.

Citizen Comments on CDBG Public Hearing Item

None

City Administrator/Department Head Comments

Ms. Caskie commented on the courtroom remodel project, its new look and the flexibility of the space. She thanked Mr. Scroggins, who took the lead on the project, his staff, Dakota Mercer, Facilities Manager, Tim Hoeldtke and Kayce Williams, Recreation Director, for a great job.

Ms. Caskie commented that Deb Dutcher, Finance Director, is no longer employed by the City. She stated that the position is currently open and that we are looking for her replacement.

Ms. Caskie commented on the letters that the board has received regarding a \$109,000 energy grant. She has asked Chief Temple to apply for the grant and use the money for the repair of Fire Station #3 air conditioning and other inefficiencies.

Ms. Caskie asked Chief Brite and Mr. Scroggins to come to the podium regarding school traffic. Chief Brite stated that from a law enforcement point of view, the school traffic on Buckner Lane was very congested but safe. He stated that regarding the school traffic on Mahlon Moore Road and Kedron Road, there were some issues. He explained the issues. Chief Brite asked the board if they could reach out to the school board and ask them for assistance. Alderman Fuqua stated that a meeting is scheduled for next week to discuss the issues and resolve them. Mr. Scroggins stated that he was going to reach out to the respective counties and ask if he could set out counters. He also stated that a turn lane for the middle school on Mahlon Moore Road had been approved but did not get built by the county and he didn't know why. He stated that he has plans to talk to Maury County officials again regarding the turn lane. Alderman Fuqua stated that Commission Sumners advised him that all school buses and car rider lines were advised to use Hummingbird Lane.

Ms. Caskie announced her intent to retire. She stated that she would be willing, if the board agrees, to stay on until the end of the first week when her replacement is hired. She briefly noted some of the accomplishments that she and her staff have made during her tenure. Ms. Caskie thanked the board for their support and encouragement.

Citizen Comments

None



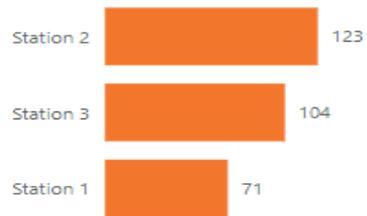
July 2024 - Monthly Report Spring Hill Fire Department



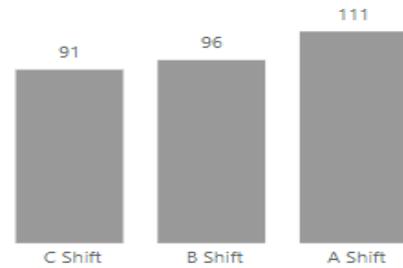


Operations Breakdown Stations, Shift and Call Statistics Total Responses for Month - **298**

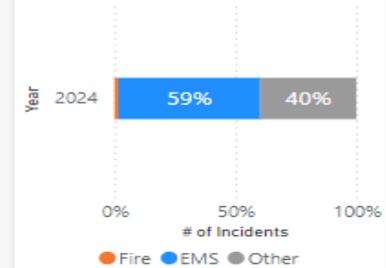
Top Stations by # of Incidents



of Incidents by Shift



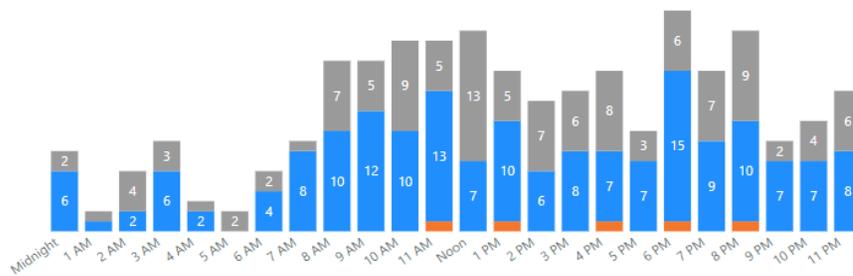
of Incidents by Category



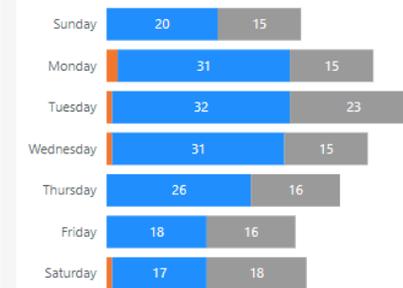


Operations Breakdown Time and Day of Week - Response Times

of Incidents by Hour of the Day
Incident Category ● Fire ● EMS ● Other



of Incidents by Weekday and Incident Category
● Fire ● EMS ● Other



SETTINGS

Response Time:

Effective Response Force:

Time Goal: min sec

Percentile Goal:

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

Definitions

75 (28%) of incidents are meeting the Response Time goal of 5 min and 20 sec with an effective response force of 3 personnel

Showing 90th Percentile v. Average
Overall average response time is 7:12





Training Division Statistics

2,480.53 Hours Trained in July 2024





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



Inspections - 1024

Tech Review - 7

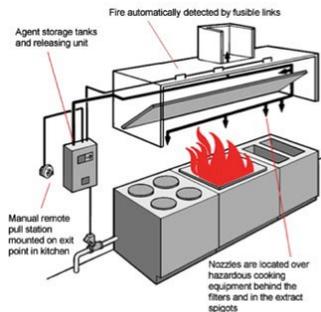
Applicant Review - 1

Plans Examined - 8

Public Education - 17

Fire Investigation - 1

Restaurant Inspections - 11



**City of Spring Hill
Municipal Court Revenue
May 2024**

Gross Monthly Court Revenue: \$15,000.67

Less Taxes & Fines Paid to the State of Tennessee:

Cash Bond Forfeiture Fees	731.50
Child Restraint Fines	0.00
Court Education Fee	136.80
Parking Litigation Tax	3.92
Registration Fines	209.00
Seat Belt Fines	95.00
State Litigation Tax	<u>188.65</u>
Total:	1364.87

Net Monthly Court Revenue: \$13,635.80

COURT DATES	05/02/24	05/09/24	05/16/24	TOTALS
VIO ON DOCKET	52	33	61	146
VIO ASSIGNED TRAFFIC SCHOOL	23	9	12	44
VIO SET FOR TRIAL	1	0	0	1
OTHER (GUILTY, DISMISSED, ETC.)	25	19	28	72
FAILED TO APPEAR OR PAY	3	5	21	29

**City of Spring Hill
Municipal Court Revenue
July 2024**

Gross Monthly Court Revenue: \$7,199.68

Less Taxes & Fines Paid to the State of Tennessee:

Cash Bond Forfeiture Fees	457.19
Child Restraint Fines	0.00
Court Education Fee	55.10
Parking Litigation Tax	13.72
Registration Fines	190.00
Seat Belt Fines	47.50
State Litigation Tax	<u>40.42</u>
Total:	803.93

Net Monthly Court Revenue: **\$6,395.75**

COURT DATES				
VIO ON DOCKET	Court Canceled Due to Courtroom Remodel.			
VIO ASSIGNED TRAFFIC SCHOOL				
VIO SET FOR TRIAL				
OTHER (GUILTY, DISMISSED, ETC.)				
FAILED TO APPEAR OR PAY				



TO: Tony Tolstedt
 FROM: Kayce Williams, Director of Parks & Recreation
 DATE: August 12, 2024
 SUBJECT: July 8 – Aug 12, 2024 Parks and Recreation Staff Report

PARK DEVELOPEMENT:

- **Harvey Park Greenway:** Based on coordination with FHWA, TDOT has determined that a NEPA reevaluation is necessary due to a change in alignment per the no-rise study. The consultant has been asked to provide the following: *“A concise statement describing the changes to the project since the previous document was approved (addition of ROW/easements, phasing, etc.). This statement will be used to inform the ETSO Sections of what new impacts they should be looking for. An updated statement that corresponds with the latest plan set to inform the TDOT Hazardous Materials Section as to whether the proposed project will require acquisition of right of way or easements that have the potential to contain hazardous materials; or if the project directly abuts property that might contain hazardous materials. Please also include a definitive statement from the City or on behalf of the City that advises, based upon a desk top review of online databases, whether or not additional studies will be required and why. A copy of the current TIP/STIP page. The new reviewer for Hydraulics has requested the HEC-RAS model and either a No Rise Letter or the CLOMR application that you plan on sending to FEMA.”* The documents were sent by the consultant on July 10. TDOT responded on July 29 that the model and report looked good and they just needed a stamped No Rise Letter before they approve.
- **Peter Jenkins Connector Grant:** Survey is done and preliminary design is moving forward. Estimating 3 months and we are a bit ahead of schedule. Schedule predicts a NEPA submittal in October.
- **LPRF Grant:** Per direction from the City Administrator, the project is on hold until BOMA can discuss it at their August 19th meeting. I will be providing a memo and discussion item which will include more details of the grant progression, finances, and 5 options that the City Administrator wants BOMA to consider before we move forward.
- **Hurt Road:** The RFQ will be posted on Aug 12 with an applicant deadline of September 12. There will be a large amount of public input required in this process and our plan is to have a final concept design for BOMA to consider by Q1 of 2025.

RECREATION PROGRAMMING AND EVENTS:

- Senior Center - Our membership has grown to 557 which is 14 new members. We have had 541 patron visits this month.
- 2024 events:
 - ✓ May 10, Nashville Opera On Wheels, Senior Center Outdoor Greenspace
 - ✓ May 24, Memorial Day Ceremony, Senior Center Brunch
 - ✓ May 27, Splash Pad Opens
 - ✓ June 1, Hill Fest, Fischer Park
 - ✓ June 14, Movie in the Park, Evans Park
 - ✓ July 4, 4th of July Bicycle Parade, Summit High School, partnership with the Well
 - ✓ July 13, Skate Showcase, Walnut Street Skate Park
 - ✓ Aug 6, Night Out Against Crime, Fischer Park
 - Sept 2, Splash Pad Closes



- Sept 21-22, Campin' In The Park, Fischer Park
- Oct 26, Trunk or Treat, Fischer Park
- Dec 1, Santa's Mailbox arrives at the Library
- Dec 14, Christmas Parade

DIRECTOR'S MONTHLY NOTES:

- The next Parks and Recreation Commission meeting will be August 15, 2024 at 6pm at city hall
- One of our team members Rebecca Mitchell has moved away. We will have a new hire coming on board on August 19.
- Our 2024 schedule is rigorous, but planning is going well. I'm very proud of my team and we are all looking forward to another great year.
- I continue to work with the planning department and applicants on ensuring our greenway system, bike lanes, and multi-use trails are getting built as outlined by the Bicycle and Greenway Plan. Several sections of new alternative transportation routes will be coming online in the near future. We are motivated and committed to improving our existing parks and looking for ways to build new ones. We have put a great deal of thought and planning into it. Please continue to keep our team members in your thoughts and prayers.

Kayce Williams

Parks and Recreation Director

City of Spring Hill, TN
4237 Port Royal Road
Spring Hill, TN 37174

O: 931-487-0027, x 258

M:615-489-0108

kwilliams@springhilltn.org





Building Codes Department Monthly Report to BOMA

Department: Building Codes
Date of Report: August 1, 2024
Month Reporting: July end of Month Report

OVERVIEW:

All Permits issued for July, see page 2

HIGHLIGHTS:

July Single Family, Town Home & Condo Permits
Maury **15**
Williamson **27**
Total 42

ELECTRICAL FOR JULY:

Permits **14** Fees Collected **\$3,889.25**
Inspections **16**

ADDITIONAL YTD INFORMATION:

9,595 Building Inspections Completed **YTD**

YTD Single Family **281**

YTD Town Home **137**

YTD Condo **10 = 57 Units**

YTD Apartments **4 = 232**

Total YTD **432 = 707 Units**

YTD Electrical Permits **14** YTD Fees Collected **\$3,889.25**

Building Permits expiration date extended 180 Days approval: (4)

**PERMIT ISSUANCE SUMMARY (07/01/2024 TO 07/31/2024)
FOR REPORT TEXT LIBRARY: SPRING HILL**

Permit	Permit Work Class	Permits Issued	Square Feet	Valuation	Fees Paid
Boring/Open Cut	Boring/Open Cut	1	0	\$0.00	\$50.00
	BORING/OPEN CUT TOTAL:	1	0	\$0.00	\$50.00
Building Commercial	Commercial Build Out	3	3,156	\$190,000.00	\$2,282.75
	Commercial New Construction	4	22,945	\$0.00	\$208,967.33
	BUILDING COMMERCIAL TOTAL:	7	26,101	\$190,000.00	\$211,250.08
Building Other	Attached Patio Roof	6	0	\$0.00	\$948.60
	Deck	8	0	\$0.00	\$200.00
	Demolition	1	0	\$0.00	\$50.00
	Driveway Extension	1	0	\$0.00	\$25.00
	Erosion Control	4	0	\$0.00	\$100.00
	Fence	25	0	\$0.00	\$625.00
	Grading	3	0	\$0.00	\$5,954.21
	Patio/Pavers	8	0	\$0.00	\$200.00
	Patio-Roof	1	0	\$0.00	\$55.00
	Patio-Room	1	0	\$0.00	\$160.00
	Pool-Above Ground	1	0	\$0.00	\$50.00
	Pool-In Ground	9	0	\$0.00	\$4,169.63
	Porch-Screened	7	0	\$0.00	\$318.25
	Roof Over Deck	2	0	\$0.00	\$305.00
	Shed	5	0	\$0.00	\$125.00
	Sign	4	213	\$0.00	\$997.00
	BUILDING OTHER TOTAL:	86	213	\$0.00	\$14,282.69
Building Residential	Condo	1	30,360	\$0.00	\$160,787.00
	Residential Add On	2	0	\$0.00	\$1,578.46
	Residential Apartment	1	32,613	\$0.00	\$177,698.84
	Residential Build Out	2	0	\$0.00	\$3,973.78
	Residential New Construction	30	80,849	\$0.00	\$323,300.89
	Residential New Townhome/Duplex/Triplex	10	16,800	\$0.00	\$36,163.20
	Residential Plumbing	23	0	\$0.00	\$575.00
		BUILDING RESIDENTIAL TOTAL:	69	160,622	\$0.00
Electrical Permit	Electrical	14	0	\$0.00	\$3,889.25
	ELECTRICAL PERMIT TOTAL:	14	0	\$0.00	\$3,889.25
Plan Review	Plan Review	4	0	\$0.00	\$5,245.00
	PLAN REVIEW TOTAL:	4	0	\$0.00	\$5,245.00
Planning	Administrative	6	0	\$0.00	\$750.00
	Final Plat	1	0	\$0.00	\$360.00
	Rezoning	1	0	\$0.00	\$0.00
	Site Plan (Commercial)	3	0	\$0.00	\$800.00
	Variance	2	0	\$0.00	\$800.00
	PLANNING TOTAL:	13	0	\$0.00	\$2,710.00
	GRAND TOTAL:	194	186,936	\$190,000.00	\$941,504.19

**City of Spring Hill
Municipal Court Revenue
June 2024**

Gross Monthly Court Revenue: \$19,800.66

Less Taxes & Fines Paid to the State of Tennessee:

Cash Bond Forfeiture Fees	940.50
Child Restraint Fines	9.50
Court Education Fee	187.15
Parking Litigation Tax	5.88
Registration Fines	389.50
Seat Belt Fines	95.00
State Litigation Tax	<u>269.50</u>
Total:	1897.03

Net Monthly Court Revenue: \$17,903.63

COURT DATES	06/13/27	06/27/24	TOTALS
VIO ON DOCKET	143	144	287
VIO ASSIGNED TRAFFIC SCHOOL	39	36	75
VIO SET FOR TRIAL	2	0	2
OTHER (GUILTY, DISMISSED, ETC.)	78	89	167
FAILED TO APPEAR OR PAY	24	19	43



DEPARTMENT: LIBRARY

Library Statistics for July 2024			
		June	July
New Accounts			
	Spring Hill - Maury County	131	150
	Spring Hill - Williamson County	147	130
	Maury County (Outside City Limits)	49	80
	Williamson County (Outside City Limits)	24	19
	Other Counties	10	4
	Total New Patrons	361	383
Patron Visits			
		6,003	7,077.50
Library Sponsored Programs			
	Adult Programs (Ages 18+)	24	18
	General Interest (All Ages)	6	5
	Preschool (Ages 0-5)	10	0
	Juvenile (Ages 6-11)	17	18
	Teen (Ages 12-17)	7	4
	Total Programs	64	45
Attendance of Programs			
	Adult (Ages 18+)	303	103
	General Interest (All Ages)	350	1000
	Preschool (Ages 0-5)	579	0
	Juvenile (Ages 6-11)	1,452	87
	Teen (Ages 12-17)	140	124
	Total Attendance of Programs	2,824	1,314
TN Reads			
		9,292	10,248
Ancestry.com/ProQuest			
		27	676
Audio Book Cloud & Tumblebooks			
		42	12
Hoopla			
		1,081	1,116
NewsBank			
Public Computer Usage			
		507	548
Reference Questions			
		562	614

**SPRING HILL
MUNICIPAL PLANNING COMMISSION
REGULAR MEETING MINUTES
MONDAY, JULY 8, 2024
5:30 P.M.**

A. CALL TO ORDER

Chairman Liz Droke called the meeting to order at 5:30 PM.

B. ROLL CALL

Members Present: Chairman Elizabeth Droke, Vice Chairman Ryan Connolly, Commissioner James Golias, Alderman Matt Fitterer, Alderman Trent Linville, Commissioner William Ballard and Commissioner Jonathan Duda.

Staff Present: Development Director Dara Sanders, Planning Tech Lucretia Sappington and City Attorney-Patrick Carter.

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

D. PUBLIC COMMENT (NON-AGENDA ITEMS)

E. PUBLIC COMMENT (AGENDA ITEMS)

Jack Maher, John Maher Builders, 1109 Old Kedron Rd spoke regarding August Park Bonds

F. ACCEPTANCE OF MEETING MINUTES JUNE 10, 2024 REGULAR MEETING OF THE PLANNING COMMISSION

Alderman Fitterer made a motion to move for acceptance of the Meeting Minutes. Motion seconded by Alderman Linville. The motion to accept the June 10, 2024 minutes passed 7-0.

G. APPROVAL OF THE AGENDA

Alderman Fitterer requested PC Resolution 24-69 and PC Resolution 24-70 be moved from the Consent Agenda to the New Business section of the Agenda.

Alderman Trent Linville made a motion to approve the amended Agenda. The motion was seconded by Chairman Droke. The motion to approve the amended Agenda passed 7-0.

H. CONSENT AGENDA

1. PC Resolution 24-60 Establish a Performance Bond for June Lake Multiuse Trail Repairs
2. PC Resolution 24-61 Establish a Performance Bond for Legacy Pointe Landscaping
3. PC Resolution 24-62 Release Performance Bond for Brixworth Phase 7 Section A
4. PC Resolution 24-63 Dedication of Road ROW and Public Improvements Brixworth Phase 7 Section A
5. PC Resolution 24-64 Release the Performance bond for Brixworth Phase 7 Section B
6. PC Resolution 24-65 Dedication of Road ROW and Public Improvements Brixworth Phase 7 Section B
7. PC Resolution 24-66 Release Performance Bond for Brixworth Phase 7 Section C
8. PC Resolution 24-67 Dedication of Road ROW and Public Improvements Brixworth Phase 7 Section C

9. PC Resolution 24-68 Release Performance Bonds and Establish a Maintenance Bond for Buckner Lane Realignment
10. **SPm 1600-2024:** Submitted by HMH Architects for EL Molcajete Restaurant, located at 3020 Belshire Village Dr. The property is zoned C-4 and contains approximately 1.569 acres. The applicant is requesting a revision to the building elevations. Requested by Bailey White.

Alderman Fitterer made a motion to approve the Consent Agenda. The motion was seconded by Commissioner Duda. The motion to approve the Consent Agenda passed 7-0.

I. OLD BUSINESS

J. NEW BUSINESS

1. PC Resolution 24-69 Establish a Maintenance Bond for August Park Phase 2

Alderman Fitterer made a motion to approve PC Resolution 24-69. The motion was seconded by Alderman Linville. The motion to approve PC Resolution 24-69 passed 6-1. The nay vote was cast by Chairman Droke.

2. PC Resolution 24-70 Establish Performance Bond for August Park Phase 2

Alderman Fitterer made a motion to approve PC Resolution 24-70. The motion was seconded by Alderman Linville. The motion to approve C Resolution 24-70 passed 6-1. The nay vote was cast by Chairman Droke.

K. OTHER BUSINESS

L. COMMISSION COMMENT

M. STAFF COMMENT

N. ADJOURN

Chairman Liz Droke adjourned the meeting at 6:02 pm.

x 
Liz Droke, Chairman

x 
P.C. Secretary



Budget and Finance Committee

Monday, August 5th, 2024 at 5:00pm

Chairman- Alderman Fitterer
Vice Chairman- Alderman Linville
Secretary- Vice Mayor Pomeroy

Called to order at 5:11 PM. Alderman Pomeroy absent

Approval of minutes (June 2024)

Motion: Alderman Fitterer

Second: Alderman Linville

Vote: 2-0

Citizen Comments

5:00 pm Business Meeting

1. Discussion – FY25 Update
 - a. Mrs. Caskie gave an update on FY25 budget through July.
 - b.
2. Discussion – FY 24 close out
 - a. Mrs. Caskie gave an update on FY25 budget through July.
 - b. Questions for audit prep firm for questions from last FY as we prepare for the audit (unusual transactions)
 - c. Timing for Audit Prep/Closeout:
 - i. Internal control review happened already
 - ii. Closeout by the end of September
 - d. Timing for Audit
 - i. Not expected back until November 4th- scheduled to be in house for one week on November 4th.
 - ii. Audit expected to be finalized and delivered to BOMA by December 31st.
 - iii. Question: Submitted to BOMA before submitted to comptroller?
3. Discussion – FY24 Audit
 - a. Timing for Audit
 - i. Not expected back until November 4th- scheduled to be in house for one week on November 4th.
 - ii. Audit expected to be finalized and delivered to BOMA by December 31st.
 - iii. Question: Submitted to BOMA before submitted to comptroller?

4. Discussion – FY23 Audit – Corrective actions

- a. Timing for Audit
- b. Outstanding Audit Issues
 - i. Street Lights Developer Contribution Discussion
 - ii. June Lake City Special Assessment
 - 1. What to do with city portion's funds from the special assessment?
 - 2. Recommendation is to get Cumberland Securities
 - iii. Developer Contributions vs Fees in Lieu
 - 1. DC are a liability until the project has been contracted
 - 2. FiL are able to be driven to general fund budget revenues in current year if the BOMA so desires
 - a. Action: Staff will review current FiL list and make sure there are no significant projects where they should be connected to that specific project.

5. Discussion – Budget and Finance Policy Review

Discussion deferred to September

- a. Capital Equipment Replacement Fund
- b. Reserve Funds
- c. Expenditures

6. Items from the Floor

Adjourned at 5:33 PM

**SPRING HILL
MUNICIPAL BOARD OF ZONING APPEALS
REGULAR MEETING MINUTES
WEDNESDAY, FEBRUARY 21, 2024
5:30 PM**

A. CALL TO ORDER

Chairman Terry Cantrell called the meeting to order at 5:30 PM.

B. ROLL CALL

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

Staff present: City Attorney – Patrick Carter, Associate Planner-Jackson Reid, and Development Director– Dwayne Hicks.

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

D. PUBLIC COMMENT (NON-AGENDA ITEMS)

E. APPROVAL OF THE DECEMBER 19, 2023 & FEBRUARY 21, 2024 BOARD OF ZONING APPEALS MEETING MINUTES

Vice Chairman Rob Roten made a motion to defer the December 19, 2023 Meeting Minutes. Motion seconded by Dan Anderson. Motion to defer the December 19, 2023, Meeting Minutes passed 5-0. Board Member.

F. OLD BUSINESS

G. NEW BUSINESS

- 1. BZA 1552-2024:** Submitted by Crunk Engineering. The property is located at Reserve Blvd North side, for Hutson Wood Residential Care, and is zoned C-4. The site contains approximately 6.88 acres. The applicant is requesting a Special Use for a residential care facility.

Mayor Jim Hagaman made a motion to adopt the findings of fact and conclusions of law based on recommendations of Staff and approve variance BZA 1552-2024 which includes the 2 conditions cited in the staff report.

1. *An approved special use will expire one year from the date of approval according to the provisions of Article 13.3.G of the UDC. Site plan approval through the Spring Hill Planning Commission will be required prior to the expiration of this special use.*
2. *The development must be reasonably consistent with the special use request submitted to the BOZA, subject to changes and conditions imposed by the Planning Commission.*

Motion seconded by Dan Anderson. Motion to approve BZA 1552-2024 passed 5-0.

2. **BZA 1553-2024:** Submitted by Crunk Engineering. The property is located at Reserve Blvd South side, for Hutson Wood, and is zoned C-4. The site contains approximately 45 acres. The applicant is requesting a Special Use for a residential care facility.

Mayor Jim Hagaman made a motion to adopt the findings of fact and conclusions of law based on recommendations of Staff and approve variance BZA 1553-2024 which includes the 2 conditions cited in the staff report.

1. *An approved special use will expire one year from the date of approval according to the provisions of Article 13.3.G of the UDC. Site plan approval through the Spring Hill Planning Commission will be required prior to the expiration of this special use.*
2. *The development must be reasonably consistent with the special use request submitted to the BOZA, subject to changes and conditions imposed by the Planning Commission.*

Motion seconded by Dan Anderson. Motion to approve BZA 1553-2024 passed 5-0.

H. OTHER BUSINESS

ADJOURN

Dan Anderson made a motion to adjourn. Motion seconded by Brandon McCulloch. Motion to adjourn the February 21, 2024 Board of Zoning Appeals meeting passed 5-0. Meeting adjourned at 6:15 PM.



Terry Cantrell, Chairman

**SPRING HILL
MUNICIPAL BOARD OF ZONING APPEALS
REGULAR MEETING MINUTES
WEDNESDAY, MARCH 19, 2024
5:30 PM**

A. CALL TO ORDER

Chairman Terry Cantrell called the meeting to order at 5:32 PM.

B. ROLL CALL

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

Staff present: City Attorney – Josh Hogan, Associate Planner-Jackson Reid, and Development Director– Dwayne Hicks.

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

D. PUBLIC COMMENT (NON-AGENDA ITEMS)

E. PUBLIC COMMENT (AGENDA ITEMS)

*Jonathan Duda, Benevento Home Owners Association, spoke in support of the Benevento Dr pool.
Carol McGlathlin 3221 Santa Sofia Way spoke regarding concern about the proposed pool.*

F. APPROVAL OF THE DECEMBER 19, 2023 & FEBRUARY 21, 2024 BOARD OF ZONING APPEALS MEETING MINUTES

Board Member Dan Anderson made a motion to approve the December 19, 2023 & the February 21, 2024 Meeting Minutes. Motion seconded by Mayor Jim Hagaman. Motion to approve the December 19, 2023 & the February 21, 2024, Meeting Minutes passed 5-0. Board Member.

G. OLD BUSINESS

H. NEW BUSINESS

1. **BZA 1562-2024:** Submitted by Acclaimed Properties. The property is located at 3000 Benevento Dr, for Benevento Subdivision, and is zoned R-2. The site contains approximately .306 acres. The applicant is requesting a Special Use for a community pool.

Mayor Jim Hagaman made a motion to adopt the findings of fact and conclusions of law based on recommendations of Staff and approve variance BZA 1562-2024 which includes the 2 conditions cited in the staff report as written.

1. An approved special use will expire one year from the date of approval according to the provisions of Article 13.3.G of the UDC. Site plan approval through the Spring Hill Planning Commission will be required prior to the expiration of this special use.
2. The development must be reasonably consistent with the special use request submitted to the BOZA, subject to changes and conditions imposed by the Planning Commission.

Motion seconded by Vice Chairman Rob Roten. Motion to approve BZA 1562-2024 passed 5-0.

2. **BZA 1563-2024:** Submitted by Acclaimed Properties. The property is located at 3000 Benevento Dr, for Benevento Subdivision, and is zoned R-2. The site contains approximately .306. The applicant is requesting a Variance for a community pool.

Mayor Jim Hagaman made a motion to adopt the findings of fact and conclusions of law based on recommendations of Staff and approve variance BZA 1563-2024 which includes the 2 conditions cited in the staff report.

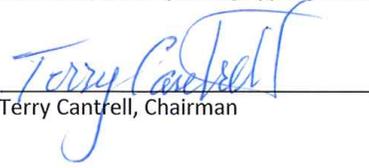
1. The development must be reasonably consistent with the special use request submitted to BOZA, subject to changes and conditions further reviewed by City Staff.
2. Per Section 13.4G of the Unified Development Code, an approved variance will expire one year from the date of approval unless a site plan review application has been submitted or, where site plan review is not required, a building permit is obtained. The Board of Zoning Appeals may grant an extension for a period of validity for no longer than an additional 6 months, so long as the applicant applies in writing for an extension of time at any time before the date of expiration. No public hearing is required for approval of such an extension of time.

Motion seconded by Vice Chairman Rob Roten. Motion to approve BZA 1563-2024 passed 5-0.

I. OTHER BUSINESS

ADJOURN

Dan Anderson made a motion to adjourn. Motion seconded by Vice Chairman Rob Roten. Motion to adjourn the March 19, 2024 Board of Zoning Appeals meeting passed 5-0. Meeting adjourned at 6:09 PM.


Terry Cantrell, Chairman

From: [Suzanne Brackeen](#)
To: [bozapubliccomment](#)
Subject: [External] Benevento pool zoning
Date: Monday, March 11, 2024 2:35:52 PM

I am unable to attend the meeting on March 19 but would like to address my family's concerns about rezoning to accommodate a neighborhood pool.

We have had reservations about the pool from the beginning as there is no reasonable property on which to construct such a large project. The plot which has been chosen does not have reasonable parking for the neighborhood- their response was "walk over". We already deal with people parking on the sides of our streets constantly and the traffic hazards from additional side parking is very concerning.

Another concern is the location being directly adjacent to a very busy Duplex Road. This becomes not only a possible traffic hazard with the amount of daily traffic, but, also, it is a safety hazard with such a location providing a great opportunity for trespassing and vandalism.

And most of all, we are concerned that apparently the HOA was aware of the ordinance concerning the usage of this but the community was not until it was mentioned in a newsletter in November 2023.

There are many concerned residents in the community who feel that this undertaking should not take place...

Ken and Suzie Brackeen
3304 Appian Ct
Spring Hill, TN. 37174
Sent from my iPhone

From: [Arbuckle, Michael](#)
To: [bozapubliccomment](#)
Subject: [External] Benevento Neighborhood Pool Variance Request
Date: Monday, March 11, 2024 4:52:43 PM

To Whom it May Concern:

I am a current resident of Spring Hill and live in Benevento subdivision off of Duplex Road. I will like to strongly discourage any variance request be permitted for a neighborhood pool. Thank you for your consideration.

Regards,

Michael Arbuckle

From: [Jenny Stankus](#)
To: [bozapubliccomment](#)
Subject: [External] Zone change - Benevento
Date: Monday, March 18, 2024 7:52:31 PM

Hello,

I am writing regarding the vote on a zoning change in the Benevento community. The change would allow a plot to be re-zoned for a community pool.

I live in the neighborhood, and I am against this change.

- The plot was zoned for a house. It is not big enough for a community pool.
- It is not a safe location for a pool.
 - It is on the corner of Duplex. There is too much traffic to keep the area safe.
 - There is no proposal on how to keep it safe and private to the homeowners.
 - It is in a prime location for vandalism.
 - There are utility poles on the site. There has been no communication on the cost or process of how that will affect the pool/cost of the pool.
- The houses that back up to the pool will lose value to their property, as well as privacy. This was proven through the process of building the new community entrance.
- The HOA has been collecting funds for ~2 years with no update on cost. There is no communication on the process if the cost of the pool exceeds the original estimate. The HOA board voted on not hiring a contractor to build the entrance to save funds. I am concerned about what corners they will cut to complete the pool on the original budget.
- The HOA expressed our home value will increase with the pool without any facts backing the claim. My house will not sell for \$8K more than the same house in another development due to having a pool.
- The HOA did not disclose that the current homeowner is responsible for all payments of the pool, and will owe the balance upon sale of the house. The payment is not transferable to a new owner.
- The neighborhood is ~11 years old. The common areas are in need of repair, which has not been brought up by the HOA. There will be an increase in our fees to keep up with maintenance, which is compounded by the additional funds to support the building and upkeep of a pool.

As Spring Hill continues to grow by leaps and bounds, my request to you assess the end-to-end process/situation before making a decision. There are a lot of unknown expenses with the pool, people's privacy and investments and safety to consider.

Sincerely,
Jenny Stankus
3192 Appian Way

T

From: bredenaperry@outlook.com
To: [bozapubliccomment](#)
Subject: [External] BZA 1562-2024 SPECIAL USE - Benevento Pool Project
Date: Monday, March 18, 2024 8:15:32 PM

In regards to the special use permit we as Benevento home owner's located here for 18 years would like to address safety concerns and traffic congestion that we feel will be an area of grave concern for the younger Family members in our neighborhood. We are not against improvements but we fail to see that this addition is any improvements for our home values and or the extra homeowner dues that is already increasing before we use the facilities. Our Grandson and other younger residents board their buses at this location and are let off at that corner everyday that school is in session and it's dangerous enough during those hours with the carelessness of drivers and speeders each day. The location we feel will impose dangers that are created from the location of the corner lot and unwanted traffic that we already endure each day and adding bicycle riders and young walkers to the mix at that high congestion area, we feel is a recipe for disaster sooner or later and seems to be a fear of many residents. You add parking area and cars parked on the street it will add unnecessary safety dangers that can be avoided before they even occur and the limited sight distance around that corner lot we are afraid of someone getting hit by an automobile or wrecks occurring or worse, running into the pool somehow. We understand these are all what if's that could occur but we also see terrible accidents that happen each day and are fearful of something happening especially if we can avoid them before they occur.

On a design and construction point, we feel that building on top of a fill has settling issues that could possibly cause expensive repairs later when we have days filled with rain and run offs that fill the pond up every torrential downpour not to mention the neighbors there as well, the noise pollution 12 hours a day with limited privacy and the ability to entertain at their residences.

Thank you for letting us voice our concerns and with our chances to speak about the safety and neighbor privacies in hopes of declining this project altogether.

Thank you
Concerned Residents



CITY OF SPRING HILL TOWN CENTER REDEVELOPMENT COMMITTEE REGULAR MEETING Minutes
TUESDAY, JULY 2ND, 2024 6:00 P.M LOCATION: SPRING HILL TOWN HALL

- I. Call meeting to order
 - i. Agenda approval

Agenda approved with typo correction

Terry, Bill, Vince, Liz, Jenny and Alicia are in attendance

- II. Invocation

Vince conducts invocation

- III. Approve June Minutes

Minutes are approved

- IV. TCRC Candidate Meet and Greet

Committee moves to recommend Trevor Duffy at the July 15th BOMA meeting to fill a seat on the TCRC.

- V. Downtown Redevelopment Plan Updates / Next Steps

- i. Next steps and schedule of presentations

1. Revisions to concept plan/map
2. Discuss BOMA presentation date – TCRC presentation August 19th BOMA meeting

- VI. Finalize “Experience Spring Hill” Planning

- i. Review public feedback

All positive feedback, people interested in history of old town,

- VII. Round Table Discussion

ACTION ITEM: Invite Dara to August first meeting to discuss alternative sources of funding

Could funding come from tourism dollars? Could gateway signs funding be tied to wayfinding signage?

Step up our public outreach and education.

VIII. Public Comment(s)

No comments

IX. Adjourn Bill adjourns meeting at 7:34

*Spring Hill Town Center Redevelopment Commission
Regular Meeting Agenda*

*Tuesday, July 2nd, 2024
Page 1 of 1*



LIBRARY BOARD OF TRUSTEES MEETING
May 28, 2024
SPRING HILL LIBRARY MULTIPURPOSE ROOM



Call to Order

The meeting was called to order at 6:05pm by Chairman Alicia Fitts.

Stipulation of Members Present

Vice Chairman: Bill Luttmann, Secretary: Susan Bruey, Tara Ebert, John Canepari, David Gibbs
Absent: Dee Neuman

Staff Present

Assistant Director: Amber Halter

Guests Present

Buffalo River Regional Library Director: Marion Bryant

Approval of the Agenda:

Bill Luttmann made a motion to approve the agenda as presented. David Gibbs seconded. The motion passed.

General Announcement

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

Public Comment

None

Consent Agenda

Approval of Minutes: Bill Luttmann made a motion to approve the March 12, 2023 minutes as submitted. Susan Bruey seconded. The motion passed.

Reports:

Director's Report –

Budget and Funding – The Budget and Staff reports were distributed. FY 24-25 budget has not yet been finalized, but Dana provided a link to the new City of Spring Hill online Financial Platform on OpenGov.com: springtn.opengov.com. Amber said that the two new self-checkout stations that we requested will be purchased by the IT department. Alicia said there is a large amount of money sitting in the Library Fund that has accumulated over time. She would like to investigate whether we could secure those funds with a CD or other option. Members agreed and she will add this to the agenda for the next meeting.

Programming and Outreach – There will now be early voting at the library. While this will be a significant inconvenience to our regular patrons who attend our variety of library programs, it makes voting more widely and conveniently accessible to our citizens. Marsha and Jessica have decided to use this time to do one day of outreach for each week we are out of commission for voting. In addition to some passive programming in-house, they'll be taking their shows out in the community. They'll spend the remainder of the time planning even more fantastic programming.

Further, we will be taking over the Multipurpose Room for more library programming as teen programs have outgrown the West Wing. This will allow the opportunity for more evening library programs. The room will be available on Fridays for community use. Many long-time MPR users will be relocated to the West Wing. Isaac Siddiqui, Branch Manager at Listerhill Credit Union has enlisted the help of Jack Maher of John Maher Builders to enclose the West Wing with drywall and a door so that these and other groups can better utilize the space. Jessica attended a carnival-themed EOY event at Battle Creek Middle School with Parks and Recreation to promote our summer reading and other programs. She and Ezra attended an ESL event at Columbia Central High School to promote library services with Ezra serving as translator. Jessica attended a job fair at Goodwill to promote library programs and services to patrons with intellectual disabilities as well as job seekers needing assistance with resumes and job applications.

Ten Founders' Day programs had 428 attendees. The event featured author Brooks Lamb talking about preservation of farmland, Local Historian Gwynne Evans' collection of Spring Hill artifacts, Maury County

Archivist Tom Price's presentation of our founders and Maury County Historian Jo Ann McClellan's discussion of Democracy in Maury County. Rebecca Estrada shared her Story Map of historically significant sites in Spring Hill. Mike Hoover gave guided cemetery tours with reenactors portraying Main Street residents. Two vintage baseball teams played at Rippa Villa, and last but not least, Brandon McCulloch ran a vintage tractor show for all ages. This partnership between Library, Parks, Friends and Historic Commission will only grow next year as our library celebrates its 50th anniversary.

Collection – The list of titles added since the last meeting was distributed.

Training and Recognition - Most staff attended at least a day of the Tennessee Library Association conference in Cool Springs. Former LBOT Vice Chair Gail Adkins was honored with the Tennessee Friend of the Year award. Jessica received her Bachelor of Science degree with honors!

Buffalo River Regional Library Report – Marion Bryant distributed her report. Of note, trainings have ended for the summer and will resume in September. Online training programs are available. Maury County Library selected a new director who will start on June 17. The Brentwood Library director will retire on May 31 after 14 years in the position. The Library Board has begun the process of selecting a new Director.

The Library Foundation Report – Alicia Fitts reported that the Foundation members met to establish by-laws. They continue to work with the Friends of the Spring Hill Library board to insure there is a firewall between the two organizations while allowing some overlap to support their organizational goals to support the library to obtain a new building. Their next meeting is scheduled for June 5 when they will vote to pass the new by-laws and elect officers. They will also brainstorm on how to fundraise. They received a \$1000 donation to be used for the Speaker Series. The current Foundation balance is \$75,687.

Old Business

- LBOT By-Laws Review –
 - Alicia asked the members to consider the number of members required to have a quorum. The by-laws currently list this as 4 under Article IV – Quorum.
 - Susan reminded everyone that the current sentence under Article VIII – Meetings: “All meetings shall be governed by the latest edition of Robert’s Rules of Order” seems inaccurate for how these meetings are governed. The concern with saying the “latest version” is the process for reviewing each new edition and possibly changing procedures based on them. The Robert’s Rules of Order, Newly Revised (RONR), 12th Edition (2020) is the new name of the book and contains the abbreviated rules for small boards. Marion Bryant stated that the LBOT decides how these meetings are governed, and that we are not required to use the Robert’s Rules of Order. She suggested writing a library policy containing the exact rules for the meetings, possibly using the eight Robert’s Rules for small boards, and noting in the by-laws that the meetings are governed by the Board Meeting policy. Alicia said this will be an agenda item for the next meeting.
- Technology Plan Review – Subcommittee Leader Bill Luttmann led this discussion. Amber said the library devices **and software** are maintained by the City IT Department. Alicia asked to add a statement to the plan that the **software on the library’s** devices **is** consistent with the rest of the City’s **software**. Amber pointed out that the new library’s website, which is under the City’s website, is functioning. **Bill requested that we include that** the website was customized based on library staff input into section II, E. Alicia et al agreed that this is required, and that the final document will be voted on at the next meeting.

New Business

- Inclement Weather Policy – Amber introduced a draft of an Inclement Weather Policy, created following the recent tornado in Columbia and Spring Hill. Marion gave some suggestions regarding verbiage and advised that legal counsel should be sought before final review. Alicia said this will be discussed further at the next meeting.
- Discussion of Public Comments – Alicia informed members of a new state law requiring anyone in the public who wants to comment at a public meeting to give a two-week notice stating what they want to comment on. Marion was unaware of this law, and said that other libraries require members of the public to sign in at the meeting and that they can only comment of items that are listed on the agenda. She also advised the LBOT to seek legal counsel before proceeding. Alicia said she would research this further and add it to the agenda for the next meeting.

Public Comment

None

Next Scheduled Meeting

July 16, 2024 at 6pm.

Alicia said that BOMA allows time in the agenda for a “Round Table” discussion that allows members to bring up items that were not on the agenda or that need more discussion. She suggested that we add this item to our agenda’s moving forward. Bill asked if the library was participating in the Experience Spring Hill event on June 18. Alicia confirmed that we are participating, the event is held from 10-2 at Summit High School, and that volunteers will be required beginning at 9am for setup.

Adjourn

Tara made a motion to adjourn. David seconded the motion. Chairman Fitts adjourned the meeting at 7:20pm.



City of Spring Hill Historic Commission
Minutes
June 13, 2024
City Hall Conference Room



Attendees

MEMBERS: Alicia Fitts, Tom Powers, Will Pomeroy, David Huebner, Bill Ballard, Jim Hellier (Economic Engagement Mgr), Dana Juriew (Staff Liaison). Absent: Jack Elder.

THOSE HAVING BUSINESS: Benny Jett, John Breyfogle (Sons of the American Revolution, Col. Hugh Brown Chapter).

OTHERS IN ATTENDANCE: Gary Butler, SAR

AGENDA

1. ADMINISTRATION

Introduction

John Breyfogle & Gary Butler, Sons of the American Revolution, Col. Hugh Brown Chapter

Call to Order: Alicia Fitts: 5:59 PM

Approval of Agenda: Motion by Tom Powers, with second by Bill Ballard, the agenda was approved as distributed

Approval of May 9, 2024, minutes

Will Pomeroy moved to approve the minutes as distributed. David Huebner seconded. Minutes were approved without opposition.

Open Seat

Fitts reported there remains a vacancy on the Commission. She reviewed the process for filling it and noted that one person expressed an interest. She will inform that person of the process for applying for the appointment. Commission can leave the seat open without affecting quorum requirements.

Member Updates:

Ferguson Hall

Pomeroy reported that negotiations over transferring some of the property around Ferguson Hall between the city and the developer are ongoing.

Guest Presentations

John Breyfogle, representing the Col. Hugh Brown chapter of the Sons of the American Revolution, presented information about his organization's activities and the following:

- The SAR is a patriotic, historical, and educational organization, dedicated to honoring Revolutionary War veterans and the cause they fought for.
- One of their activities is to locate cemeteries containing graves of Revolutionary War veterans and to hold ceremonies marking them. Ceremonies take the form of a military funeral without a body.
- So far, the Hugh Brown chapter has marked 23 graves in Giles and Maury Counties, has located 5 more pending formal marking, and is looking for others.
- The organization is looking for new members, who must be proven to be descendants of Revolutionary War veterans. The chapter will help prospective members with their research.
- Fitts noted that the Commission and the Sons of the American Revolution could work collaboratively.
- SAR will honor Hugh Brown grave September 28.

Benny Jett distributed report on the 5 cemeteries he has investigated since the last meeting. Discussion on whether to put his reports on the webpage. All agreed that these would be great resources for genealogists and other researchers, but some believed that making them available to the public would lead to people's invading private property. An alternative discussed was to differentiate between reports on those cemeteries on private property and those on property open to the public, making only the latter available on the website. No action was taken.

Jett also asked members to help publicize the book which he is writing about veterans in Spring Hill.

2. NEW BUSINESS

Historically significant property designations

Sharber-Lockridge Home, 2524 Duplex Road was built by at least 1890. It has been owned by two African American families, the Bonds and the Sharbers, in Spring Hill. These families were major contributors to the city. Active business people, they bought and donated land for an African American graveyard, and possibly for a church.

Property now owned by Kevin Whitfield.

On motion from Fitts, seconded by Pomeroy, the Commission approved without opposition the application for designation as a historically significant property' recommending that such designation be awarded by the Board of Mayor and Aldermen.

3. OLD BUSINESS

Project Review and Updates.

Speaker Series

Fitts reported that the next speaker in the Spring Hill History series would be Greg Bearden, June 27 at 5:30pm, at Grace Episcopal Church.

St. Mark's

Fitts reported that a grant application was submitted May 29 for funds for a sign at the church and that prospects are hopeful that the application will receive funding.

Driving Tour Signage

Fitts reported that work continues on sign design. More information will be provided at next meeting.

Signage

Spring Hill Cemetery

Pomeroy presented a draft for wording for the sign for the cemetery. Commission expressed approval of the general wording, and, upon motion by Fitts and second by Huebner, authorized Pomeroy to put the wording in final form and share with Eric Jacobson. He will let the Commission know if the signage will meet requirements of American Battlefield Trust.

Public Works, as per director Tyler Scroggins, can make the signs.

Hood's Retreat signage

Will Pomeroy wants sign at flagpole at Harvey Park regarding Hood's Retreat.

Experience Spring Hill, June 22, Summit High School

Powers presented a mock-up of the display board for the Commission's exhibit and described the rest of the exhibit. He called for volunteers to staff the exhibit. Six volunteered. Powers will coordinate times for the group.

Spring Hill Book

Juriew reported that Spring Hill Public Library was now working on 3 books. The new edition of *Everyone Has a Story* is near completion. Work on the other two, *Every House Has a Story* and Benny Jett's *Veterans of Spring Hill*, are at early stages of work.

4. ROUND TABLE

Juriew reported on new 3-factor authentication system for Sharepoint.

Pomeroy reported that annual Southern Fest will be held this Saturday, June 15, at Nathan Forrest House in Chapel Hill, Tennessee.

5. ADJOURNMENT

Meeting adjourned 7:23 PM

MINUTES

Industrial Development Board

December 12, 2023
6:00 PM



- 6:03 PM Call to Order
- 6:03 PM Roll Call: Brenda Hogan – Absent
- 6:03 PM Motion to approve Minutes for November – Don Cameron / Second – Terrell Cohen
- 6:04 PM Approved November Minutes
- 6:05 PM Economic Impact Plan discussion
- 6:38 PM Public Hearing on Economic Impact Plan
- 6:42 PM Amber Heart
- 6:47 PM Richard Spot
- 6:51 PM Ron Neil
- 6:57 PM Public Hearing is closed.
- 6:57 PM Motion to adopt resolution – Stephen Shustock / Second Chris Pangallo
- 6:58 PM Discussion on Economic Impact Plan
- 7:20 PM Resolution NO. 2023-02 Approved 5-1, 1 Absent.
- 7:22 PM Emails Usage
- 7:28 PM Incentive Application – Michael Bligh
- 7:32 PM Motion to Adopt Incentive Application – Chris Pangallo / Second Stephen Shustock
- 7:33 PM Motion Approved for Incentive Application
- 7:33 PM Adjourn

Minutes Prepared by:


Terrell Cohen, Secretary

Minutes Approved by:


John McCullough, Chairman

Internal Use

RESOLUTION 24-194

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH S&ME, INC. FOR SPECIAL INSPECTIONS AND MATERIALS TESTING FOR FIRE STATION NO. 4

WHEREAS, the City of Spring Hill has identified the need for a Consultant to perform services for special inspections and materials testing for construction of Fire Station No. 4 that needs to be independent of the General Contractor under contract, Chris Woods Construction; and

WHEREAS, the Consultant will inspect and test materials for the benefit of the City as they are used in construction of the building to ensure all items meets specifications and requirements and provide test reports as testimony of such; and

WHEREAS, a Request for Qualifications was advertised and Statement of Qualifications were opened on August 8, 2024; and

WHEREAS, four Statement of Qualifications were received and after review, City staff recommends entering in to a Professional Services Agreement with S&ME, Inc. at a not-to-exceed costs of \$70,316.00 for a period of eighteen months from date of execution.

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

1. Approve the Professional Services Agreement with S&ME, Inc. for special inspections and materials testing for Fire Station No. 4 construction at a not-to-exceed cost of \$70,316.00, attached hereto.
2. Authorize the Mayor to execute the Professional Services Agreement.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of August, 2024.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



August 14, 2024

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

Attention: Missy Stahl

Reference: **Proposal for Special Inspections and Material Testing Services
City of Spring Hill Fire Station No. 4**
2932 Duplex Road
Spring Hill, TN 37174
S&ME Proposal No. 24470109

Dear Ms. Stahl,

S&ME, Inc. (S&ME) is pleased to have the opportunity to submit this proposal for the above referenced project. This proposal describes our understanding of the project, discusses the intended scope of our services, outlines the project schedule and presents the associated compensation for our services. Our Agreement for Services, Form AS-071, is attached and is incorporated as part of the proposal.

◆ Project Information

Initial project information was provided in the document titled *Fire Station No 4 Inspections Material Testing RFQ with specs.pdf*, prepared by the City of Spring Hill, Tennessee, which contained a Request for Qualifications (RFQ), details regarding the Statement of Qualifications (SOQ) requirements, and a summary of the testing and special inspections specifications for the project.

Additionally, we reviewed the document titled *EXHIBIT E, 22071-Spring Hill Fire Sta 4 – Design Development.pdf*, dated January 26, 2024, prepared by Renaissance Group, which contains the plans and specifications for the proposed development. This document was made available through the City of Spring Hill, Tennessee website.

From review of the available information, we understand the development consists of constructing a new Fire Station building in a currently vacant lot located at 2932 Duplex Road in Spring Hill, Tennessee. Project plans indicate the building will have a footprint of 12,837 square feet with 4,464 square feet of second story space. The building will include a high-bay parking area for fire engines, a two-story common area/living space with a designated storm shelter area, and a single-story storage and laundry area. Additionally, an exterior equipment pad and detached dumpster enclosure will be constructed. Other features to be constructed for the development include two detention ponds, a bio-retention pond, and concrete driveways and sidewalks, asphalt and permeable pavement parking areas, a retaining wall, and utility installation.

The high-bay area will consist of spread and continuous wall footings, slab-on-grade over granular fill, structural masonry, and steel framing for roof support. The floor slab will be sloped toward trench drains located within the fire engine parking areas.

S&ME, Inc. | 658 Grassmere Park Drive, Suite 100 | Nashville, TN 37211 | p 615.385.4144 | www.smeinc.com



**Proposal for Special Inspections and Material Testing Services
City of Spring Hill Fire Station No. 4**

2932 Duplex Road
Spring Hill, TN 37174
S&ME Proposal No. 24470109

The two-story common area/living space will consist of spread and continuous wall footings, column footings, slab-on-grade over granular fill, steel framing for exterior walls, second-story support, and roof support, structural masonry for interior walls, the stairwell, and the storm shelter, and concrete slab over metal decking for the second-story floor.

The single-story storage and laundry area will consist of continuous wall footings, slab-on-grade over granular fill, structural masonry, and structural steel for roof support.

The scope of our Special Inspections and Testing Services is based on the Special Inspections details outlined on Sheet S1.1 and in accordance with the General Notes on Sheet S1.0 of the Structural Plans. The Special Inspections for this project include Soils, Concrete Construction, Structural Steel, Structural Steel Welding, High Strength Bolting, and Steel Elements of Composite Construction. Concrete Masonry construction is not included in the Special Inspections, but we have included testing of masonry components in our scope of work. Materials Testing services include observations and testing relating to site soils, concrete, masonry, and asphalt and pavement.

◆ Scope of Services - Special Inspections

Based on the provided information and our experience with similar projects, we expect the Special Inspections and Testing Services listed below will be required for this project.

Special Inspections – Soils

- **Laboratory Testing:** After obtaining representative soil and/or aggregate base course samples, our personnel will perform Proctor testing to obtain the material's optimum moisture content and maximum dry density. In addition, grain size analysis can be performed. If the soils contain a considerable quantity of fines (i.e., silts and clays). Atterberg limits testing will be performed to evaluate plasticity.

Please Note: Laboratory Proctor testing determines a material's maximum dry density and optimum moisture content and can typically be completed in approximately 3 to 4 working days. While the field density testing discussed below will provide **in-place** density and moisture content, the **laboratory** Proctor must be completed to determine a "percent compaction". A site visit should be scheduled at least 3 days prior to any planned field density testing so our representatives can obtain representative samples for the laboratory testing. Our personnel can obtain the laboratory sample at the same time as the in-place density and moisture testing; however, it will take 3 to 4 days to complete the laboratory testing and determine and report the "percent compaction".

- **Proofrolling Observations:** In areas planned to receive structural fill or in areas that have been filled to the finished grades, our personnel will visually evaluate subgrade soil conditions for stability. This is typically performed by observations of the exposed soil under passage of a contractor provided loaded dump truck. These proofrolling observations are to observe for areas which pump, rut, or deflect excessively under passage of the construction equipment.



Proposal for Special Inspections and Material Testing Services
City of Spring Hill Fire Station No. 4
 2932 Duplex Road
 Spring Hill, TN 37174
 S&ME Proposal No. 24470109

- **Structural Fill Placement:** We anticipate soil fill to be used in building and driveway/parking areas. Where soil fill is used, our soils technician will continuously observe fill placement (e.g., material type and lift thickness) and perform density testing. This testing will be performed by either the Drive Cylinder Method or Nuclear Density Method.
- **Foundation Subgrade Evaluations:** S&ME personnel will periodically observe foundation bearing materials exposed in excavations to confirm they reached the planned depth and to evaluate the surface materials for the design foundation bearing pressure shown on the foundation drawings.

Special Inspections – Concrete Construction

- **Structural Reinforcing Steel:** Our personnel will periodically observe the reinforcing steel placed for reinforced concrete foundations and slabs for the number of bars, bar sizes, grades of steel, lengths, spacing, cleanliness, clearances, and lap-splicing lengths.
- **Concrete Construction Observations, Sampling, and Compressive Strength Testing:** Our personnel will periodically confirm use of the approved mix design and continuously observe concrete placement for proper application techniques. We will perform the following tests during placement of fresh concrete as required by the specifications: ambient air and concrete temperature, slump, unit weight, and air content. For each scheduled placement, our personnel will cast cylinders for compressive strength testing. After the initial curing on site, the cylinders will be transported to our facility for additional laboratory curing and compressive strength testing. We will also periodically observe for maintenance of specified curing temperature and techniques.

The client and contractor should understand S&ME does not have the authority to accept or reject concrete or recommend additions of water or admixtures at the site. Decisions for acceptance, rejection, or mix modification must be made by the client, contractor, or their representative.

Special Inspections – Structural Steel Construction

- **Bolted Connections:** Visually evaluate the correct number of bolts and torque, when applicable.
- **Structural Connections:** Visually evaluate the location of installed members and visually evaluate welded structural connections for size and length as indicated on the structural drawings and the visual requirements of AWS D-1.1.
- **Steel Frame Joist and Girder:** Observe steel frame joint details to evaluate general conformance with approved construction documents.
- **Steel Decking:** Observe the installation of steel decks and anchors.
- **Member Size/Spacing:** Periodically observe member size, spacing, and material thickness.



Proposal for Special Inspections and Material Testing Services
City of Spring Hill Fire Station No. 4
 2932 Duplex Road
 Spring Hill, TN 37174
 S&ME Proposal No. 24470109

- **Mechanical Connections:** Observe mechanical connections for proper type, spacing, number, and installation of fasteners, including anchors to the foundations/slabs.
- **Welding:** After the welds have been made, visually evaluate field welds for size, length, and quality.
- **Framing Details:** Observe framing details to evaluate general conformance with approved construction documents (items such as bracing, member locations, and application of other specified details).
- **Fabricators:** We assume approved or certified fabricators will be used on this project; thus, no Special Inspection of fabricators is included.

Scope of Services - Non-Special Inspections

- **Masonry Construction:** During masonry construction, our personnel will periodically observe the configurations, embedded connections, and masonry reinforcement for size, type, length, and lap-splicing lengths. Welding of reinforcing steel, if any, will require continuous observation. The condition of the mortar joints and grout cells will be continuously observed prior to grout placement. We will continuously observe grout placement and prepare and test grout specimens as specified. Freshly mixed mortar will be sampled and tested for mortar aggregate ratio (for verification of proportioning), if batched on site.
- **Masonry Laboratory Testing:** Masonry blocks will be collected for each size block utilized on the project. CMU block will be tested for compressive strength and absorption to verify the weight classification of block and conformance with project mix design submittal.
- **Density Testing of Compacted Aggregate Base Course:** After the aggregate base course has been placed and compacted for the paved areas, our personnel can perform density testing by the Nuclear Density Method to determine the relative compaction of the material relative to the results of the Standard Proctor Test ASTM D698.
- **Exterior Concrete Construction Observations, Sampling, and Compressive Strength Testing:** The civil site sidewalk and concrete pavement (including miscellaneous pads) placement methods can be observed for each concrete placement. Our personnel can perform air and concrete temperature, slump, unit weight and air content testing during placement of fresh concrete as required by the specifications. Also, for each scheduled placement, cylinders will be cast for compressive strength testing.
- **Asphalt Pavement Construction:** Our personnel can provide in-place density testing on asphalt using the Nuclear Density Method. For the in-place density testing, we will observe and test the pavement construction and relative compaction.
- **Floor Flatness/Levelness Testing:** S&ME personnel will test for flatness and levelness of concrete slabs-on-grade. After the placement of each slab, our personnel can perform flatness and levelness testing in accordance with ASTM E1155. The floor slab should be tested within 72 hours of slab placement per ACI 117, although we endeavor to test the slabs as soon as practical. The values can be compared to the



Proposal for Special Inspections and Material Testing Services
City of Spring Hill Fire Station No. 4
 2932 Duplex Road
 Spring Hill, TN 37174
 S&ME Proposal No. 24470109

specified floor flatness and levelness values and reported to you once complete.

- **Retaining Wall Construction:** Our personnel can provide documentation and testing for the installation of retaining walls including concrete testing of cast-in-place elements, verification of installation of MSE wall features, including block size and geogrid reinforcement, installation of drainage features, and observation and testing of backfill materials.

NOTE: S&ME was not provided with retaining wall design drawings prior to preparing this proposal. We have made assumptions for wall type and scope of testing services. We request a copy of the wall drawings when they become available.

Reporting

- **Daily Field Reports and Test Results:** Our personnel will discuss daily observations and test results with designated on-site project personnel. For each site visit, our field staff will generate a field report with applicable observations and test results. Our reports will be reviewed by the S&ME project manager and transmitted electronically unless requested otherwise.
- **Conformance Letter:** At the conclusion of the project, we will issue a conformance letter on our letterhead stamped by our Special Inspector of record, a professional engineer licensed in the state of Tennessee. The letter will state that the work performed related to Special Inspections to the best of our knowledge conforms to the project documents based on our tests and inspections.

◆ Excluded Services and Limitations

Without attempting to be a complete list of all services that are excluded from this proposal and will not be performed by S&ME, the following services are specifically excluded:

1. Surveying of test locations.
2. Environmental services.
3. Concrete mix design testing and other pre-construction materials testing, which are usually the responsibility of the general contractor's material suppliers.
4. Asphalt laboratory testing other than thickness measurements and density determination of cores.
5. Waterproofing testing or observation.
6. Wood framing
7. Special Inspections of Firestops (IBC 1705.17.1).
8. Special Inspections of Fire Resistive Joints (IBC 1705.17.2).
9. Special Inspections Testing of Smoke Control Systems (IBC 1705.18).
10. Sprayed fire - resistant materials (IBC 1705.14)
11. Mastic and Intumescent fire - resistant coatings (IBC 1705.16)
12. Job site safety beyond our own personnel.
13. Lifts to access observation and test locations above floor level.

August 14, 2024

5



**Proposal for Special Inspections and Material Testing Services
City of Spring Hill Fire Station No. 4**

2932 Duplex Road
Spring Hill, TN 37174
S&ME Proposal No. 24470109

- 14. Fabrication shop or concrete batch plant inspections and testing.
- 15. Design services.
- 16. Any other service not specifically included in the *Scope of Services* section of this proposal.

In most cases, S&ME can provide the services listed above for this project. A written request for additional services will be required before any such services will be provided and there will be an associated added fee. Some services may require additional exploration, engineering, or testing not specifically discussed as part of this proposal.

We emphasize that the contractor is responsible for compliance with the project plans and specifications, and our services do not relieve the contractor of that responsibility.

◆ Client Responsibilities

We ask that our client or the contractor be responsible for the following:

- **Agreement:** Sign and return the attached agreement for services.
- **Scheduling:** We anticipate our services will be required on both a full-time/continuous and part-time/periodic basis. The statement of special inspections will indicate which services are required on a continuous basis. Periodic/Part-time testing means S&ME will schedule a representative to be at the site to perform specific tests only at the specific times when requested by your designated project contact. Also, please confirm the contractor is aware that failure to schedule Special Inspections without proper notice will result in a discrepancy for required testing that is not able to be performed.

Please provide us with the name of the individual(s) who will be responsible for scheduling and directing our testing services. Please provide 48-hour notice prior to our first site visit, and a minimum 24-hour notice for subsequent services when we are not on site on a full-time basis. In general, a minimum 48-hour notification is required for structural steel services. When our services will be needed on weekends and/or holidays (Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day), we require a minimum 48-hour notification.

- **S&ME Report Distribution:** Provide us with all applicable names and e-mail addresses for report distribution.
- **Project Construction Drawings and Specifications:** We request that copies of the current, for-construction drawings and specifications be provided to us prior to the start of construction and that any RFI's and responses, addenda, or similar be provided as they are issued to our proposed Project Manager at the following email address:

Keaton Andrus, P.E.
keatonandrus@smeinc.com

August 14, 2024

6



Proposal for Special Inspections and Material Testing Services
City of Spring Hill Fire Station No. 4
 2932 Duplex Road
 Spring Hill, TN 37174
 S&ME Proposal No. 24470109

- **Concrete Curing Box:** Please instruct the appropriate subcontractor to provide a curing environment for the initial 24 to 48 hours for the concrete cylinders.
- **Safe Access:** Have the contractor provide safe access to areas to be tested including necessary equipment such as ladders, scaffolding, and lifts, including operators of lifts.
- **Orientation or Passes:** With some services performed on a periodic (or part-time) basis, S&ME may have several persons performing testing at the site. Please inform us of any project related passes or safety orientation training our personnel would be required to attend. Time and expenses for these items are not accounted for in our estimated fee but will be billed at the unit rates shown on the attached Fee Schedule.

◆ **Compensation**

We propose to provide these services on a unit rate basis. S&ME developed our proposed fee based on the project drawings and our experience with similar projects. The contractor was not able to provide us a construction schedule prior to issuing this proposal, therefore our estimated fee is conservative and based on our experience with similar projects. We can revise and provide further detail for our estimated fee if a detailed construction schedule is provided to us. Our scope does not include consulting/testing that may be necessary for unforeseen events, re-tests, or work that extends beyond our anticipated work duration expressed in the attached Opinion of Probable Cost. Based on our proposal approach, we propose the following estimated fee:

Services	Estimated Fee
Special Inspections	\$54,688
Non-Special Inspections	\$15,628
Total	\$70,316

The actual cost of our services may be less or more depending on the construction schedule and scope of services requested.

We typically invoice for our services on a monthly billing cycle. Please let us know if you desire for invoices to be submitted by a certain day each month to be congruent with your invoicing and payment cycles.

The technical and pricing information contained in this proposal or in any correspondence submitted by S&ME is considered confidential and proprietary and should not be released or otherwise be made available to any third party without express written consent of S&ME.

◆ **Authorization**

Our Agreement for Services, Form Number AS-071, is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then execute the form, return a copy to you, and proceed with performance of the services. If you elect to accept our



**Proposal for Special Inspections and Material Testing Services
City of Spring Hill Fire Station No. 4**

2932 Duplex Road
Spring Hill, TN 37174
S&ME Proposal No. 24470109

proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements. If this proposal is transmitted to you via email, and if you chose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and thereby accept both as written.

This proposal is solely intended for the basic services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and resulting documents is limited to the above-referenced project and client. No other use is authorized by S&ME.

◆ **Closing Remarks**

We appreciate the opportunity to submit this proposal and be of service on this project. Please contact us with any questions or comments.

Sincerely,

S&ME, Inc.

A handwritten signature in cursive script that reads "Keaton Andrus".

Keaton Andrus, P.E.
Project Manager
KeatonAndrus@smeinc.com

John C. Weavil, P.E.
Vice President / Regional Director of Operations
JWeavil@smeinc.com

Attachments: Fee Schedule
Opinion of Probable Cost
Agreement for Services (AS-071)

August 14, 2024

8

Attachments

UNIT FEE SCHEDULE
S&ME, Inc.

FIELD TECHNICIAN SERVICES		Unit Rate
1	Engineering Technician, regular time, per hour *	75.00
2	Senior Metals Technician*	120.00
	* Over time rate will be 1.5 times regular rate, per hour	
3	Trip charge (mileage, parking, truck and equipment charge)	65.00
4	Nuclear Moisture Density Gauge, per day	70.00
5	Floor Flatness/Levelness Meter, per day	300.00
PROFESSIONAL SERVICES		Unit Rate
1	Staff Professional (Level P2), per hour	130.00
4	Project Engineer (Level P4), per hour	190.00
5	Senior Project Manager (Level PM5), per hour	225.00
6	Administrative Support, per hour	75.00
LABORATORY TESTING SERVICES		Unit Rate
1	Concrete Compressive Strength Testing, each	25.00
2	Compressive Strength of Grout Prisms, each	41.00
3	Compressive Strength of Non-Shrink Grout, each	26.00
4	CMU Block Compressive Strength Testing, each	100.00
5	CMU Block Absorption Testing, each	200.00
6	Laboratory Compaction Characteristics (Proctor) (ASTM D698), each	205.00
7	Atterberg Limits (ASTM D4318), each	105.00
8	Grain Size w/ #200 Wash (ASTM D422), each	100.00



Estimate of Probable Cost
Construction Materials Testing and Special Inspection Services
City of Spring Hill Fire Station No. 4
Spring Hill, Tennessee
S&ME Proposal No. 24470109

General Information and Assumptions

- Based on general review of project drawings provided
- Assumptions below based on the verbally communicated schedule provided by Chris Woods Construction Co.
- Scope of services is based off the Civil and Structural Drawings, and the RFQ
- Estimate includes portal to portal travel time of 0.50 hour each way
- Overtime multiplier of 1.5 times technician hourly rate applies for time in excess of 8 hours per day, and all time on weekends and holidays.

1 Earthwork Under Building	Qty	UOM	Rate	Cost
- Includes subgrade evaluations, engineered fill testing, utility backfill testing, retaining wall backfill testing				
- Assume 15 visits at 10 hours per visit for testing related to the earthwork including north retaining wall				
A Engineering Technician	120	hours	\$75.00	\$9,000.00
B Engineering Technician - Overtime	30	hours	\$112.50	\$3,375.00
C Soil - Laboratory Compaction Characteristics (Proctor) (ASTM D698)	3	test	\$205.00	\$615.00
D Soil - Sieve Analysis w/ #200 Wash (ASTM D422)	3	test	\$100.00	\$300.00
E Soil - Atterberg Limits (ASTM D4318)	3	test	\$105.00	\$315.00
F Nuclear Moisture Density Gauge	10	day	\$70.00	\$700.00
G Trip Charge (mileage, truck and equipment charge)	15	each	\$65.00	\$975.00
Subtotal:				\$15,280.00

2 Foundation Evaluations, Observations, and Testing	Qty	UOM	Rate	Cost
- Assume 10 visits at 4 hours per visit for foundations				
A Engineering Technician	40	hours	\$75.00	\$3,000.00
B Trip Charge (mileage, truck and equipment charge)	10	each	\$65.00	\$650.00
Subtotal:				\$3,650.00

3 Reinforced Concrete Sampling, Testing, and Observations	Qty	UOM	Rate	Cost
- Includes Concrete mix cursory review, reinforcing steel observations, and testing of concrete and non-shrink grout				
- Assume 6 visits for placement of foundations at 6 hours per visit				
- Assume 6 visits for placement of slabs-on-grade at 6 hours per visit				
- Assume 2 visits for placement of elevated slab at 6 hours per visit				
- Assume 8 visits for cylinder pickups at 1.5 hour for each pickup				
- Assume a total of 20 sets of 5 cylinders for compressive strength testing				
- Assume 4 visits for FF/FL at 6 hours per visit				
A Engineering Technician	120	hours	\$75.00	\$9,000.00
B Concrete Compressive Strength Testing	100	test	\$25.00	\$2,500.00
C Project Engineer (Concrete Mix Review)	3	hours	\$190.00	\$570.00
D Floor Flatness/Levelness Meter	4	days	\$300.00	\$1,200.00
E Compressive Strength Testing of Non-Shrink Grout - 3 sets, 6 cubes per set	18	test	\$26.00	\$468.00
F Trip Charge (mileage, truck and equipment charge)	26	each	\$65.00	\$1,690.00
Subtotal:				\$15,428.00



Estimate of Probable Cost
Construction Materials Testing and Special Inspection Services
City of Spring Hill Fire Station No. 4
Spring Hill, Tennessee
S&ME Proposal No. 24470109

4 Masonry Observations and Testing				
	Qty	UOM	Rate	Cost
- Assume 15 visits at an average of 6 hours per visit for masonry				
A Engineering Technician	90	hours	\$75.00	\$6,750.00
B Compressive Strength of Grout Prisms - 2 sets, 4 per prisms per set	8	test	\$41.00	\$328.00
C CMU Block Compressive Strength Testing - 2 sets, 3 blocks per set	6	test	\$100.00	
D CMU Block Absorbtion Testing - 2 sets, 3 blocks per set	6	test	\$200.00	
E Trip Charge (mileage, truck and equipment charge)	15	each	\$65.00	\$975.00
Subtotal:				\$8,053.00

5 Structural Steel and Decking Evaluations				
	Qty	UOM	Rate	Cost
- Assume 8 visits at an average of 6 hours per visit				
A Senior Metals Technician	48	hours	\$120.00	\$5,760.00
B Trip Charge (mileage, truck and equipment charge)	8	each	\$65.00	\$520.00
Subtotal:				\$6,280.00

6 Earthwork and Pavement - Outside Building Footprint				
	Qty	UOM	Rate	Cost
- Includes subgrade evaluations, engineered fill testing, utility backfill testing, and testing of pavement sections				
- Assume 5 visits at 8 hours per visit for earthwork outside building				
- Assume 2 visits at 8 hours per visit for asphalt density testing				
- Assume 3 visits at 8 hours per visit for concrete pavement				
- Assume a total of 3 sets of 5 cylinders compressive strength testing				
A Engineering Technician	80	hours	\$75.00	\$6,000.00
B Soil - Laboratory Compaction Characteristics (Proctor) (ASTM D698)	1	test	\$205.00	\$205.00
C Soil - Sieve Analysis w/ #200 Wash (ASTM D422)	1	test	\$100.00	\$100.00
D Soil - Atterberg Limits (ASTM D4318)	1	test	\$105.00	\$105.00
E Nuclear Moisture Density Gauge	2	days	\$70.00	\$140.00
F Concrete Compressive Strength Testing	15	test	\$25.00	\$375.00
G Trip Charge (mileage, truck and equipment charge)	10	each	\$65.00	\$650.00
Subtotal:				\$7,575.00

7 Project Management and Administration				
	Qty	UOM	Rate	Cost
Tasks will include site visits, meetings, general project management, report review by a Professional Engineer, and reporting.				
A Staff Professional (Level P2)	50	hours	\$130.00	\$6,500.00
B Project Engineer (Level P4)	20	hours	\$190.00	\$3,800.00
C Senior Project Manager (Level PM5)	10	hours	\$225.00	\$2,250.00
C Administrative Support	20	hours	\$75.00	\$1,500.00
Subtotal:				\$14,050.00

Total Opinion of Probable Cost: \$70,316.00

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for such party's failure to perform its work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

Any evaluations of the Client's budget for the project, and any preliminary or updated estimates of the cost of the work prepared by Consultant represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Client has control over the cost of the labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by Consultant.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice.

Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

CLIENT Accounts Payable contact name:
 CLIENT Accounts Payable contact phone number:
 CLIENT Accounts Payable email address:

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMS IN OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
7. **LIMITATION OF LIABILITY:** Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

 By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.
8. **NO CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
9. **INSTRUMENTS OF SERVICE:** In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Client shall indemnify, defend, and hold Consultant harmless from any and all claims, damages, or losses arising from any unauthorized reuse or modification of the Instruments of Service.

10. **SAFETY**: Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.

11. **SAMPLES**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).

12. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

13. **CLIENT OBLIGATIONS**:

(a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.

(b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.

(c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.

(d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.

(e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

(f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.

(g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS:** Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.
15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION:**
 For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
- For Cause - In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services, any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.
18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE:** Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim.
20. **INDEMNITY:** Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Notwithstanding any terms in or applicable to this Agreement, it is understood and agreed that Consultant shall have no affirmative defense obligations.
21. **DISPUTE RESOLUTION:** In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
22. **ASSIGNMENT:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR:** Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION:** To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
27. **NO THIRD PARTY LIABILITY:** Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities

undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: _____	S&ME, Inc.
BY: _____ <small>(Signature)</small>	BY: _____ <small>(Signature)</small>
_____	_____
<small>(Print Name / Title)</small>	<small>(Print Name / Title)</small>
DATE: _____	DATE: _____
PROPOSAL NUMBER: _____	

Client's FAXED or DIGITAL signature to be treated as original signature

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF SPRING HILL, TENNESSEE
AND S&ME, INC.**

THIS AGREEMENT is made this the ____ day of _____, 2024, by and between **CITY OF SPRING HILL, TENNESSEE** (hereinafter “City”), and **S&ME, INC.** (hereinafter “Consultant”).

WITNESSETH:

WHEREAS, the City has determined to enter into an agreement with an outside contractor to assist with special materials testing and inspection services for construction of the Police Department Headquarters; and

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

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

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

ARTICLE 1 - SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

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

- Earthwork under Building testing and inspections
- Foundation system and spread footings inspections
- Fresh concrete testing for normal weight concrete
- Review of concrete mixes
- Reinforcing steel verification and inspection
- Masonry verification and as outlined in specifications
- High-strength, non-shrink grout testing and placement visually monitored
- Concrete structural members verified and inspected
- Structural steel and decking inspected and verified
- Earthwork and pavement testing and inspection outside the building.
- Provide sample test reports for each of the scope of services

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

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

ARTICLE 2 – CITY’S RESPONSIBILITIES

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

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

ARTICLE 3 - TERM

1. The services of the Consultant shall be undertaken for a period not-to-exceed eighteen months from date of execution.

ARTICLE 4 - FEES

1. In consideration of the performance of services rendered under this Contract, Consultant shall be compensated for services performed in accordance with the cost proposal submitted by the Consultant for a not-to-exceed amount of \$70,316.00.

2. Invoices shall be submitted by Consultant to the City in monthly statements for services rendered, if any. The statements shall show the detail of work performed, hours, employees and any reimbursable expenses. Each individual invoice shall be due and payable thirty (30) days after receipt.

3. If the City disputes any portion of Consultant invoices, the undisputed portion will be paid by the City, and Consultant will be notified in writing within ten (10) days of receipt of the exceptions taken to such invoice. The City and Consultant will attempt to resolve any payment dispute within sixty (60) days, and both parties agree that no action for collection thereon shall be filed within this time period.

ARTICLE 5 – NOTICE

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

If to Consultant: S&ME, Inc.
658 Grassmere Park, Suite 100
Nashville, TN 37211

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

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

ARTICLE 6 - TERMINATION

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

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

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

ARTICLE 7 - DISPUTE RESOLUTION AND GOVERNING LAW

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

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

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

ARTICLE 8 – BREACH

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

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

ARTICLE 9 - MODIFICATION

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

ARTICLE 10 - INDEMNITY AND HOLD HARMLESS

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

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

ARTICLE 11 – INSURANCE

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

1. Worker's Compensation: Providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of the statutory limit for each occurrence.

2. Comprehensive (Commercial) General Liability Insurance: Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000.00 for each occurrence.

3. Automobile (Business) Liability Insurance: Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000.00 for each occurrence, \$1,000,000.00 aggregate.

4. Professional Liability Insurance: Professional liability insurance covering claims arising from errors, omissions or negligent acts committed in the performance of professional services under this Agreement with limits of \$1,000,000.00.

ARTICLE 12 - SEVERABILITY

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

ARTICLE 13 - BINDING EFFECT

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

ARTICLE 14 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

ARTICLES 15 - HEADINGS AND EXHIBITS

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

ARTICLE 16 - FORCE MAJEURE

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

ARTICLE 17 - 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.

ARTICLE 18 - 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 engage in, and will not for the duration of the contract, engage in a boycott of Israel.

ARTICLE 19 - 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.

ARTICLE 20 – ENTIRE AGREEMENT

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

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

CITY OF SPRING HILL, TENNESSEE

By: _____
Jim Hagaman, Mayor

S&ME

By: _____

(Print Name)

RESOLUTION 24-195

A RESOLUTION TO APPROVE REALLOCATION OF JUNE LAKE SPECIAL ASSESSMENT FEES COLLECTED TO BUCKNER LANE WIDENING EXPENSES

WHEREAS, the City of Spring Hill entered into an agreement with June Lake developers under which a special assessment fee would be paid for any building permits obtained for the June Lake development; and

WHEREAS, the agreement allocated 30% of the fees to be retained by the City to be used on capital projects expenses; and

WHEREAS,; fees have been collected in the amount of \$127,302.82 through June 30, 2024 and is currently unallocated; and

WHEREAS, staff recommends reallocating the amount collected through June 30, 2024 to the 18-75 Fund as revenue to offset expenses incurred for the Buckner Lane widening project.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen approve reallocation of the special assessment fees collected through June 30, 2024 in the amount of \$127,302.82 to 18-75 Fund to offset expenses incurred for the Buckner Lane widening project, as recommended by the Budget and Finance Advisory Committee on August 5, 2024.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of August, 2024.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



Spring Hill, TN

Detail Report Account Detail

Date Range: 05/01/2023 - 06/30/2024

Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance	
Fund: 311 - 18-75 CAPITAL PROJECTS FUND							
311-48004-32672	June Lake City Assessment	0.00	-127,302.82	625.50	127,928.32	-127,302.82	
Post Date	Packet Number	Source Transaction	Description	Vendor	Debits	Credits	Running Balance
06/22/2023	GLPKT43377	JN35511	EnerGov Import			3,127.20	-3,127.20
11/30/2023	GLPKT45626	JN37265	EnerGov Import			35,899.42	-39,026.62
12/01/2023	GLPKT45663	JN37295	EnerGov Import			598.50	-39,625.12
12/19/2023	GLPKT45851	JN37407	EnerGov Import			6,723.60	-46,348.72
12/20/2023	GLPKT45884	JN37433	EnerGov Import			1,407.30	-47,756.02
01/04/2024	GLPKT46054	JN37531	EnerGov Import			3,127.50	-50,883.52
01/09/2024	GLPKT46102	JN37566	EnerGov Import			3,127.50	-54,011.02
01/23/2024	GLPKT46293	JN37660	EnerGov Import			781.80	-54,792.82
01/25/2024	GLPKT46341	JN37683	EnerGov Import			3,440.10	-58,232.92
02/01/2024	GLPKT46442	JN37750	EnerGov Import			625.50	-58,858.42
02/12/2024	GLPKT46611	JN37851	EnerGov Import			2,658.30	-61,516.72
02/20/2024	GLPKT46714	JN37910	EnerGov Import			2,658.30	-64,175.02
03/06/2024	GLPKT47075	JN38615	EnerGov Import			26,699.70	-90,874.72
03/19/2024	GLPKT47250	JN38802	EnerGov Import			625.50	-91,500.22
03/21/2024	GLPKT47305	JN38878	EnerGov Import			2,502.00	-94,002.22
04/02/2024	GLPKT47508	JN41536	EnerGov Import			1,407.30	-95,409.52
04/08/2024	GLPKT47554	JN41565	EnerGov Import			625.50	-96,035.02
04/16/2024	GLPKT47658	JN41630	EnerGov Import			2,658.30	-98,693.32
04/22/2024	GLPKT47746	JN41670	EnerGov Import			625.50	-99,318.82
04/25/2024	GLPKT47812	JN41712	EnerGov Import			3,440.10	-102,758.92
05/06/2024	GLPKT47956	JN41780	EnerGov Import			2,032.80	-104,791.72
05/13/2024	GLPKT48054	JN41826	EnerGov Import			1,407.30	-106,199.02
05/21/2024	APPKT14360	5.21 REFUND	REFUND FOR FEES PAID	10964 - Signature Homes	625.50		-105,573.52
05/22/2024	GLPKT48227	JN41915	EnerGov Import			19,696.50	-125,270.02

Detail Report					Date Range: 05/01/2023 - 06/30/2024					
Account	Name		Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance			
311-48004-32672	June Lake City Assessment - Continued		0.00	-127,302.82	625.50	127,928.32	-127,302.82			
Post Date	Packet Number	Source Transaction	Description	Vendor	Project Account	Debits	Credits	Running Balance		
05/30/2024	GLPKT48344	JN41989	EnerGov Import			625.50	625.50	-125,895.52		
					Activity for May, 2024:	625.50	23,762.10	-23,136.60		
06/27/2024	GLPKT48753	JN42237	EnerGov Import				1,407.30	-127,302.82		
					Activity for June, 2024:	0.00	1,407.30	-1,407.30		
Total Fund: 311 - 18-75 CAPITAL PROJECTS FUND:			0.00	-127,302.82	625.50	127,928.32	-127,302.82			
Grand Totals:			0.00	-127,302.82	625.50	127,928.32	-127,302.82			

Detail Report

Date Range: 05/01/2023 - 06/30/2024

Fund Summary

Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
311 - 18-75 CAPITAL PROJECTS FUND	0.00	-127,302.82	625.50	127,928.32	-127,302.82
Grand Total:	0.00	-127,302.82	625.50	127,928.32	-127,302.82

RESOLUTION 24-196

A RESOLUTION TO APPROVE REALLOCATION OF PREPAID STREET LIGHTING FEES TO STREET LIGHTING EXPENSES

WHEREAS, the City of Spring Hill collected prepaid fees for street lights that were installed in Hampton Springs in October 2018 in the amount of \$68,000.00; and

WHEREAS, the City is charged on an annual basis for a period of ten (10) years from the electric company for the street lights; and

WHEREAS,; a prepaid balance in the amount of \$41,825.36 is currently unallocated; and

WHEREAS, staff recommends reallocating the balance to the Streets division for Street Lighting expense (110-43110-52412).

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen approve reallocation of the balance of the prepaid street lighting fees for Hampton Springs in the amount of \$41,825.36 to Streets division for Street Lighting expense, as recommended by the Budget and Finance Advisory Committee on August 5, 2024.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of August, 2024.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

RESOLUTION 24-197

A RESOLUTION TO APPROVE EMERGENCY SEPTIC SYSTEM RELOCATION SERVICES FOR THE BUCKNER LANE WIDENING PROJECT

WHEREAS, the City of Spring Hill has committed to widen Buckner Lane to accommodate increased traffic and improve traffic flow; and

WHEREAS, two tracts that right-of-way needed to be purchased from are not annexed into City limits, thereby utilizing septic systems and are not permitted to be connected to the City's sewer system; and

WHEREAS,; the widening of Buckner Lane will impact the existing septic lines which the City will have to relocate, using an outside contractor approved by Williamson County, at no cost to the tenant; and

WHEREAS, due to the urgency of the relocation to not impact the critical path of the project schedule, Magee Siteworks and Septic LLC has been authorized to begin relocation services for a total amount of \$129,155.00; and

WHEREAS, the cost will be expensed from the 18-75 Fund budgeted funds in FY 25 (311-48002-59131).

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen approve emergency septic system relocation services for the Buckner Lane widening project with Magee Siteworks and Septic LLC in the total amount of \$129,155.00.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of August, 2024.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: **Approval of Resolution 24-197**
SUBMITTED BY: Missy Stahl, CIP Manager
DATE: August 19, 2024
RE: To approve emergency septic system relocations for Buckner Lane widening project
ATTACHMENTS: Cost estimate

BACKGROUND:

The City of Spring Hill is currently widening Buckner Lane and purchasing right-of way from tracts that front Buckner Lane. There are two tracts that ROW has to be purchased from that are not annexed into City limits. Therefore, they are on septic systems. Their existing septic system lines are within the ROW we need and will have to be relocated at the City's expense since it is for our project. We will have to contract this work out as Williamson County requires the work be done by a contractor approved by them.

It has taken significantly longer to get approval from other agencies than we originally expected. Therefore, it is crucial for this work to start as soon as possible to avoid impacts to the critical path schedule. Therefore staff has given the approval for the contractor to start.

FINANCIAL IMPACT:

The funding for this project will be expensed from the 18-75 fund, using FY 25 budgeted funds (311-48002-59131). The total cost is \$129,155.00. The relocation is costly due to the age of the existing lines and types of systems (which are required to be brought up to current codes and regulations) and the distance of the houses from the existing lines.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 24-197, to approve emergency septic system relocations for Buckner Lane widening project.

MAGEE SITEWORKS AND SEPTIC LLC

JOSHUA MAGEE 2317 HIGHWAY 41A SOUTH SHELBYVILLE TN 37160

MAGEESITEWORKSANDSEPTIC@GMAIL.COM 615 626-2459

ESTIMATE FOR CONVENTIONAL SEPTIC SYSTEM 2710 BUCKNER LN SPRINGHILL TN

7/16/2024. THIS ESTIMATE IS FOR A CONVENTIONAL SEPTIC SYSTEM WITH A PUMP SYSTEM. THIS INCLUDES PUMPING AND REMOVAL OF THE EXISTING SEPTIC TANK AND THE INSTALLATION OF A LARGER CAPACITY SEPTIC TANK OF 1250 GALLONS AND A PUMP TANK OF 1500 GALLON. THIS ESTIMATE INCLUDES INSTALLATION OF THE SYSTEM IN ITS ENTIRETY WHICH INCLUDES THE LEACH FIELD TANKS AND TIGHT LINES FROM THE HOUSE TO THE TANKS AND FROM THE TANKS TO THE FIELD LINES THIS ESTIMATE INCLUDES ALL ELECTRICAL COMPONENTS AND INSTALLATION OF CONTROL PANELS AND ELECTRICAL RUN TO AND FROM THE CONTROL PANELS. THIS ESTIMATE DOES NOT INCLUDE ANY ROCK HAMMERING OR HAULING OF ANY DIRT OR THE PURCHASE OF ANY DIRT.

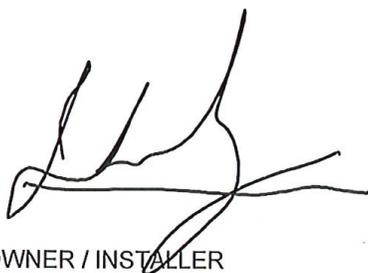
MAGEE SITEWORKS WILL WARRANTY THE INSTALLATION OF THIS SEPTIC SYSTEM BUT ON PRODUCTS THAT ARE USED WILL ONLY BE COVERED UNDER THE MANUFACTURER WARRANTY SUCH AS ELECTRICAL COMPONENTS PUMPS ETC . MAGEE SITEWORKS WILL HANDLE ANY LABOR INVOLVED IN REPLACING OF SUCH COMPONENTS FOR ONE YEAR FROM THE DATE OF FINAL INSPECTION.

MAGEE SITEWORKS WILL INSTALL THIS SEPTIC SYSTEM IN ACCORDANCE WITH WILLIAMSON COUNTY SUBSURFACE SEWAGE DEPARTMENTS REGULATIONS AND SPECS THIS SEPTIC SYSTEM WILL BE INSPECTED BY WCSSD THROUGHOUT THE

Address | City, St Zip Code

ENTIRE INSTALLATION. WCSSD WILL NOT ALLOW THIS SYSTEM TO BECOME ACTIVE
UNTIL ALL INSPECTIONS HAVE BEEN PASSED AND DOCUMENTED

TOTAL ESTIMATE \$ 45,000



OWNER / INSTALLER

JOSHUA MAGEE



CITY REPRESENTATIVE

MAGEE SITEWORKS AND SEPTIC LLC

JOSHUA MAGEE 2317 HIGHWAY 41A SOUTH SHELBYVILLE TN 37160

MAGEESITEWORKSANDSEPTIC@GMAIL.COM 615 626-2459

ESTIMATE FOR MODIFIED LOW PRESSURE PIPE SEPTIC SYSTEM FOR 2706 BUCKNER LANE SPRINGHILL TN

8/4/2024. THIS ESTIMATE IS FOR A MLPP SEPTIC SYSTEM. THIS INCLUDES PUMPING AND REMOVAL OF THE EXISTING SEPTIC TANK AND THE INSTALLATION OF A LARGER CAPACITY SEPTIC TANK OF 1500 GALLONS AND A PUMP TANK OF 2000 GALLON. THIS ESTIMATE INCLUDES INSTALLATION OF THE SYSTEM IN ITS ENTIRETY WHICH INCLUDES THE LEACH FIELD TANKS AND TIGHT LINES FROM THE HOUSE TO THE TANKS AND FROM THE TANKS TO THE FIELD LINES THIS ESTIMATE INCLUDES ALL ELECTRICAL COMPONENTS AND INSTALLATION OF CONTROL PANELS AND ELECTRICAL RUN TO AND FROM THE CONTROL PANELS. THIS ESTIMATE DOES NOT INCLUDE ANY ROCK HAMMERING. THIS ESTIMATE INCLUDES ALL DIRT TO BE IMPORTED TO THE LEACH FIELD AS PER REQUIREMENTS OF WILLIAMSON COUNTY SUBSURFACE SEWAGE DEPARTMENTS IN TOTAL BETWEEN 25 AND 30 TRIAXLE DUMP TRUCK LOADS OF APPROVED SEPTIC DIRT BY WCSSD. THIS ESTIMATE INCLUDES ANY DIRT WORK TO BE DONE IN THE LEACH FIELD UNDER WCSSD GUIDELINES SUCH AS TILLING AND GRADING.

MAGEE SITEWORKS WILL WARRANTY THE INSTALLATION OF THIS SEPTIC SYSTEM BUT ON PRODUCTS THAT ARE USED WILL ONLY BE COVERED UNDER THE MANUFACTURER WARRANTY SUCH AS ELECTRICAL COMPONENTS PUMPS ETC .

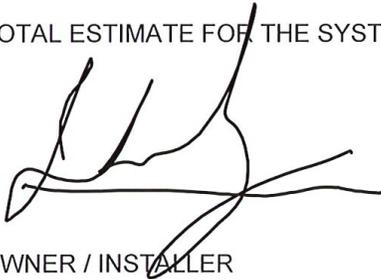
Address | City, St Zip Code

MAGEE SITEWORKS WILL HANDLE ANY LABOR INVOLVED IN REPLACING OF SUCH COMPONENTS FOR ONE YEAR FROM THE DATE OF FINAL INSPECTION.

MAGEE SITEWORKS WILL INSTALL THIS SEPTIC SYSTEM IN ACCORDANCE WITH WILLIAMSON COUNTY SUBSURFACE SEWAGE DEPARTMENTS REGULATIONS AND SPECS THIS SEPTIC SYSTEM WILL BE INSPECTED BY WCSSD THROUGHOUT THE ENTIRE INSTALLATION. WCSSD WILL NOT ALLOW THIS SYSTEM TO BECOME ACTIVE UNTIL ALL INSPECTIONS HAVE BEEN PASSED AND DOCUMENTED

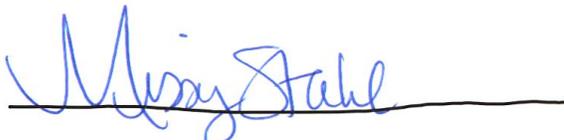
MAGEE SITEWORKS AND SEPTIC WILL NOT BE RESPONSIBLE FOR ANY ASPHALT REPAIR OR DAMAGE THAT MAY OCCUR DURING THE IMPORTATION OF SEPTIC DIRT OR GRAVEL FOR THE SEPTIC SYSTEM NOR THE REPAIR OF ASPHALT THAT MUST BE SAW CUT FOR THE NEW SEPTIC LINE FROM THE TANK TO THE LEACH FIELD.

TOTAL ESTIMATE FOR THE SYSTEM IN ITS ENTIRETY \$ 84,155



JOSHUA MAGEE

OWNER / INSTALLER



CITY REPRESENTATIVE

RESOLUTION 24-198

A RESOLUTION TO PURCHASE MOTOROLA RADIOS AND EXTERNAL HARDWARE FOR THE POLICE DEPARTMENT

WHEREAS, the Police Department request to continue to utilize Motorola radio systems in conjunction with the Williamson County communication systems; and

WHEREAS, the Police Department request to purchase radios for new hires approved for FY budget 24-25; and

WHEREAS, the Police Department requests to purchase (4) four Motorola 6000 hand held radios, and external hardware from Motorola Solutions from State of Tennessee Contract SWC424, for a total cost of \$27,049.08, to include installation; and

WHEREAS, funding will be used from the Police Departments current FY 2024-2025 budget.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Alderman authorizes the Police Department to purchase (4) Motorola APX 6500 radios, hardware, from Motorola Solutions, SWC-21424, for \$ 27,049.08.

Passed and adopted this 19th day of August, 2024.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



QUOTE-2718324



SPRING HILL POLICE DEPT

(4) APX 6000 + Accessories

07/16/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.



QUOTE-2718324
(4) APX 6000 + Accessories

Billing Address:
SPRING HILL POLICE DEPT
PO BOX 789
SPRING HILL, TN 37174
US

Shipping Address:
SPRING HILL POLICE DEPT
3636A ROYAL PARK BLVD
SPRING HILL, TN 37174
US

Quote Date:07/16/2024
Expiration Date:10/14/2024
Quote Created By:
Brian Lorenz
Sr. Account Manager
brian.lorenz@
motorolasolutions.com
615-428-0541

End Customer:
SPRING HILL POLICE DEPT
Curtis Floyd
cfloyd@springhilltn.org
931.451.0889

Contract: SWC424 - TENNESSEE

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	4	\$3,595.00	\$2,588.40	\$10,353.60
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	4	\$6.00	\$4.32	\$17.28
1b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	4	\$110.00	\$79.20	\$316.80
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	4	\$330.00	\$237.60	\$950.40
1d	Q887AU	ADD: 5Y ESSENTIAL SERVICE	4	\$306.00	\$306.00	\$1,224.00
1e	QA09008AA	ADD: GROUP SERVICES	4	\$165.00	\$118.80	\$475.20
1f	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	4	\$0.00	\$0.00	\$0.00
1g	QA09001AB	ADD: WIFI CAPABILITY	4	\$330.00	\$237.60	\$950.40
1h	Q498AY	ENH: ASTRO 25 OTAR W/ MULTIKEY	4	\$814.00	\$586.08	\$2,344.32
1i	QA03399AA	ADD: ENHANCED DATA APX	4	\$165.00	\$118.80	\$475.20
1j	H38BT	ADD: SMARTZONE OPERATION	4	\$1,320.00	\$950.40	\$3,801.60
1k	QA09113AB	ADD: BASELINE RELEASE SW	4	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc., 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-2718324
(4) APX 6000 + Accessories

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	4	\$567.00	\$408.24	\$1,632.96
1m	Q629AK	ENH: AES ENCRYPTION AND ADP	4	\$523.00	\$376.56	\$1,506.24
2	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	4	\$186.50	\$139.88	\$559.52
3	PMNN4485A	BATT IMPRES 2 LIION R IP68 2550T	4	\$168.63	\$126.47	\$505.88
4	PMLN7901A	CARRY ACCESSORY-HOLSTER, UNIVERSAL HOLDER FOR STD MODELS	4	\$34.56	\$25.92	\$103.68
5	PMMN4136B	ACCESSORY KIT, XVP830 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB	4	\$486.00	\$364.50	\$1,458.00
	APX™ Radio Management	RADIO MANAGEMENT				
6	T7913A	RADIO MANAGEMENT OFFLINE	1	\$0.00	\$0.00	\$0.00
6a	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFLINE	4	\$110.00	\$93.50	\$374.00

Grand Total

\$27,049.08(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

RESOLUTION 24-199

A RESOLUTION TO ALLOW CLOSURE OF CERTAIN CITY STREETS

WHEREAS, there is an annual event called the Grey Ghost 5K / 10K run; and, this requires that streets be closed within the city for these races, as they expect between 800 and 1,000 runners; and

WHEREAS, the City of Spring Hill's Municipal Code Section 16-304 requires that this special event permit be reviewed and approved for compliance; and,

WHEREAS, this special event is sponsored by the Rotary Club of Spring Hill and Thompson Station, and much of the proceeds go directly back to the school for the purchase of equipment and programming for the Physical Education Departments; and

WHEREAS, this is the 16th annual race to be held at the historic Oaklawn Plantation, located at 3331 Denning Lane, the beginning and ending point of the ride.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Alderman hereby allows the closure of needed streets required for this race as requested in the attached permit application.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of August, 2024.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Special Event Permit Application

Special Event Permit

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

Enter the name of organization applying for Special Event Permit	Rotary Club of Spring Hill and Thompson's Station
Enter the name of the special event.	2024 Grey Ghost 5k/10K
Event type	Road Race, 5K-10K
Other, please describe	<i>Field not completed.</i>
Does your event have an expressive message covered by the First Amendment that you wish to protect?	No
Event website	https://greyghost.itsyourrace.com
Description of Event	5k/10k/1K/fun run. This race is a challenging, certified course for runners and a fun 1K and Goblin Gallope for young aspiring runners. Proceeds from the race are returned to local elementary School Physical education programs based upon percent of runners compared to total enrollment. \$4000 plus in proceed returned the last two years.
Open to the public?	Yes
Estimated attendance	800-1200
Admission fee	Free Admision \$35/Adult runner early registration \$45/Adult Runner after October 4th \$10/Student runner

Event sponsors Bone and Joint Insitute, Honest 1 Auto Care, Tempo + Terrain,
Patches Academy, Williamson Medical Center

Is this a recurring event? Yes

(Section Break)

Date and Time

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

Set up 10/25/2024 12:00 PM

Start time 10/26/2024 8:00 AM

End time 10/26/2024 1:00 PM

Take down 10/26/2024 3:00 PM

(Section Break)

Applicant Contact Info

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

Primary Contact First Name Rodney

Primary Contact Last Name Holliman

Address1 4875 Port Royal Road

City Spring Hill

State Tennessee

Zip 37174

Phone 615-392-3376

Email address rod@honest1springhill.com

Type of organization Non-profit

Secondary Person first name SHARON

Secondary person last name ADHAMI

Phone 6155542842

Email sadamiod@gmail.com

Day of Contact information Yes

(Section Break)

Food & Vendors

Will food or beverages be sold or given away? Yes

Will alcohol be served at the event? No

Will you provide potable water? Yes

(Section Break)

Facilities & Equipment

Will the event have tents or canopies? Yes

Will there be amplified sound? Yes

Will you be using generators? No

Describe your trash and/or recycling services to be provided at the event. We utilize disposable trash bins, the club members collect trash and we take it to the convenience/collection center provided at the event.

Describe the portable restroom set-up at your event, to include the total number and number of ADA compliant restrooms.

We rent portables from Jay Bird, 6 standard and 1 ADA approved unit

Will you be providing hand washing stations at your event?

Yes

Please describe your clean-up plan. Include clean-up times and contact information for the person in charge during clean-up.

The club and our volunteers immediately begin clean-up at the conclusion of the race. All trash is transported to County waste facilities. Tents, and Toilets are dismantled and removed ASAP according to the vendors schedule.

Are you requesting water taps?

No

Will you be requesting electrical hookups?

Yes

(Section Break)

Safety & Security

Will you be providing private security?

No

Are you specifically requesting police resources for this event?

Yes

Will private medical be provided?

Yes

Will your event have propane/gas on site?

Yes

(Section Break)

Traffic Control

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

Yes

Will there be reserved or blocked parking?

No

(Section Break)

City Services Requested

What City services will you be requesting? Barricades and/or Cones

Field not completed.

(Section Break)

Location

Event Location 3331 Denning Lane, Spring Hill Tn. 37174

Spring Hill Map [Spring Hill Map](#)

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

Event Site Map [Grey Ghost map.pdf](#)

(Section Break)

Application Submission

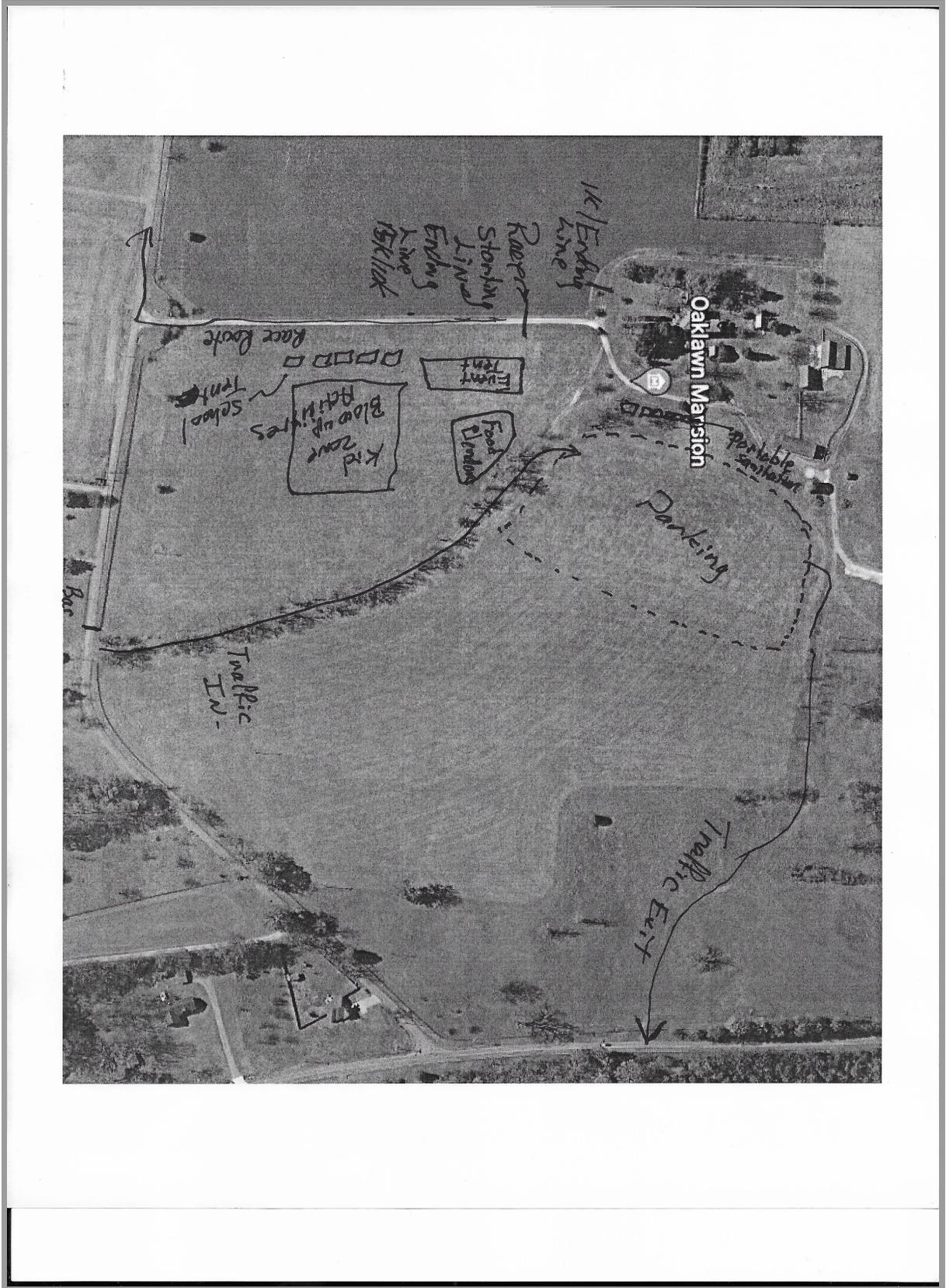
Additional documents [Grey Ghost map 1.pdf](#)

Terms and Conditions/Hold Harmless Clause

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

First name	Rodney
Last name	Holliman
Signature	Rodney Holliman
Date	7/23/2024

Email not displaying correctly? [View it in your browser.](#)



RESOLUTION 24-200

**A RESOLUTION OF THE CITY OF SPRING HILL TN IN SUPPORT OF THE
REFORESTATION OF THE SR 396 AND PORT ROYAL ROAD**

WHEREAS, Spring Hill Tennessee continues to promote the beautification and sustainability of the city; and

WHEREAS, Green Interchange, is the only organization with the mission that includes reforesting interstate interchanges across the State of Tennessee; and

WHEREAS, Green Interchange will receive grants from corporate sponsors, in part to plant trees at the above referenced interchange; and

WHEREAS, no interstate interchanges have been reforested in Spring Hill and thus the above referenced interchange represents an opportunity to further beautify our community; and

WHEREAS, The City of Spring Hill supports the planting of trees for a variety of reasons, including beautification, air and water filtration, increased community well-being, and economic activity; and

WHEREAS, noting the benefits above, the City of Spring Hill is dedicated to acquiring these benefits for their citizens.

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

- 1) Spring Hill supports the reforestation of SR 396 and Port Royal interchange
- 2) This resolution shall take effect immediately upon its passage, the public welfare requiring it.

Passes and adopted by the Board of Mayor and Aldermen of the City of Spring Hill on this 19th day of August 2024.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, Attorney

RESOLUTION NO. _____

A RESOLUTION OF WILSON COUNTY TN IN SUPPORT OF THE REFORESTATION OF THE I-840 AND CENTRAL PIKE INTERCHANGE

WHEREAS, Wilson County continues to promote the beautification and sustainability of the county; and

WHEREAS, Green Interchange, is the only organization with mission that includes reforesting interstate interchanges across Tennessee; and

WHEREAS, Green Interchange has been awarded a grant from the Bridgestone Foundation, and Middle Tennessee Electric Membership Corporation, in part to plant trees at the above referenced interchange; and

WHEREAS no interstate interchanges have been reforested in Wilson County and thus the above referenced interchange represents an opportunity to further beautify our community; and

WHEREAS Wilson County supports the planting of trees for a variety of reasons, including beautification, air and water filtration, increased community well-being, and economic activity; and

WHEREAS, noting the benefits above, the County is dedicated to acquiring these benefits for their citizens.

NOW, THEREFORE BE IT RESOLVED BY Wilson County TN, as follows:

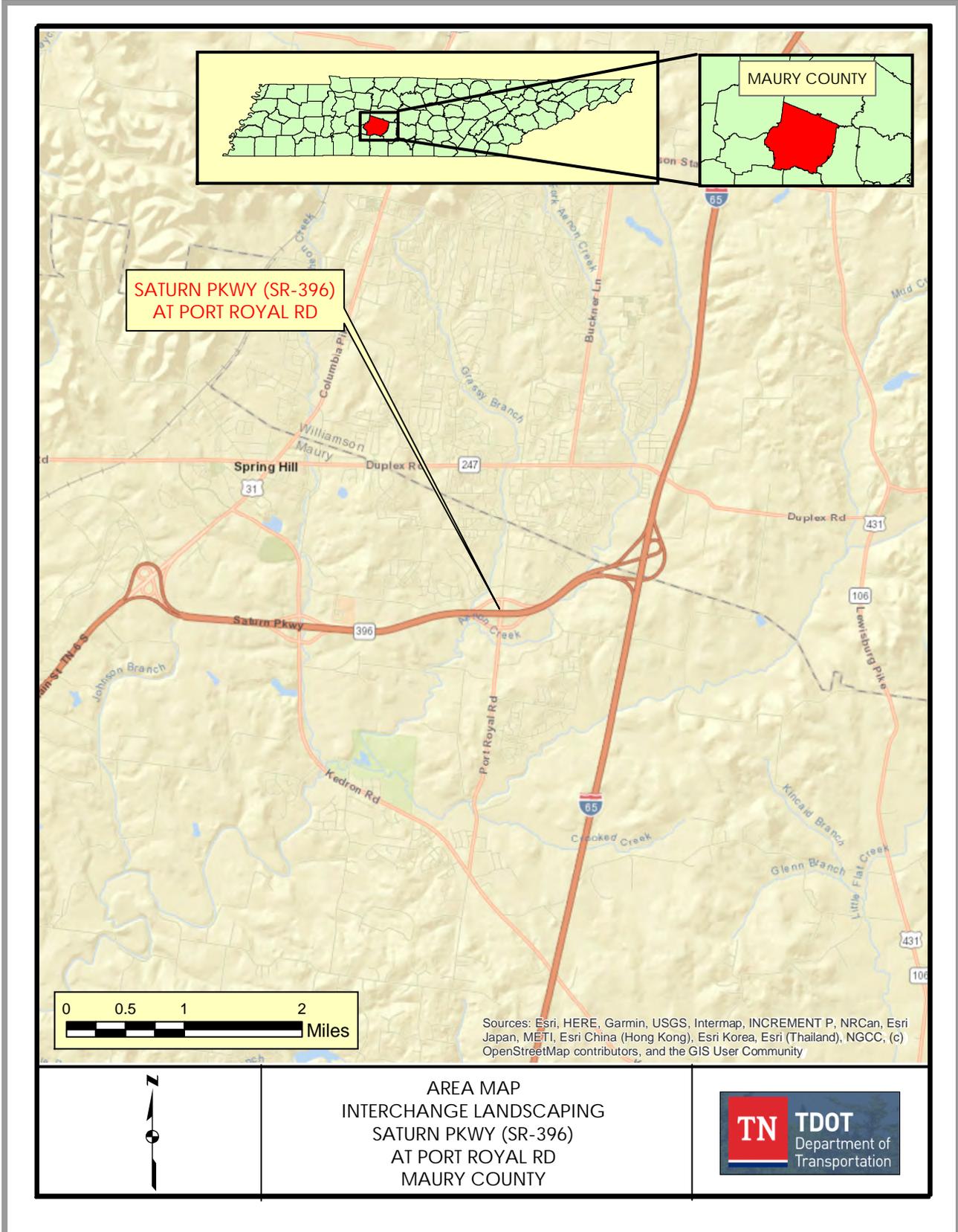
- 1) Wilson County supports the reforestation of Interstate 840 and central pike interchange
- 2) This resolution shall take effect immediately upon its passage, the public welfare requiring it.

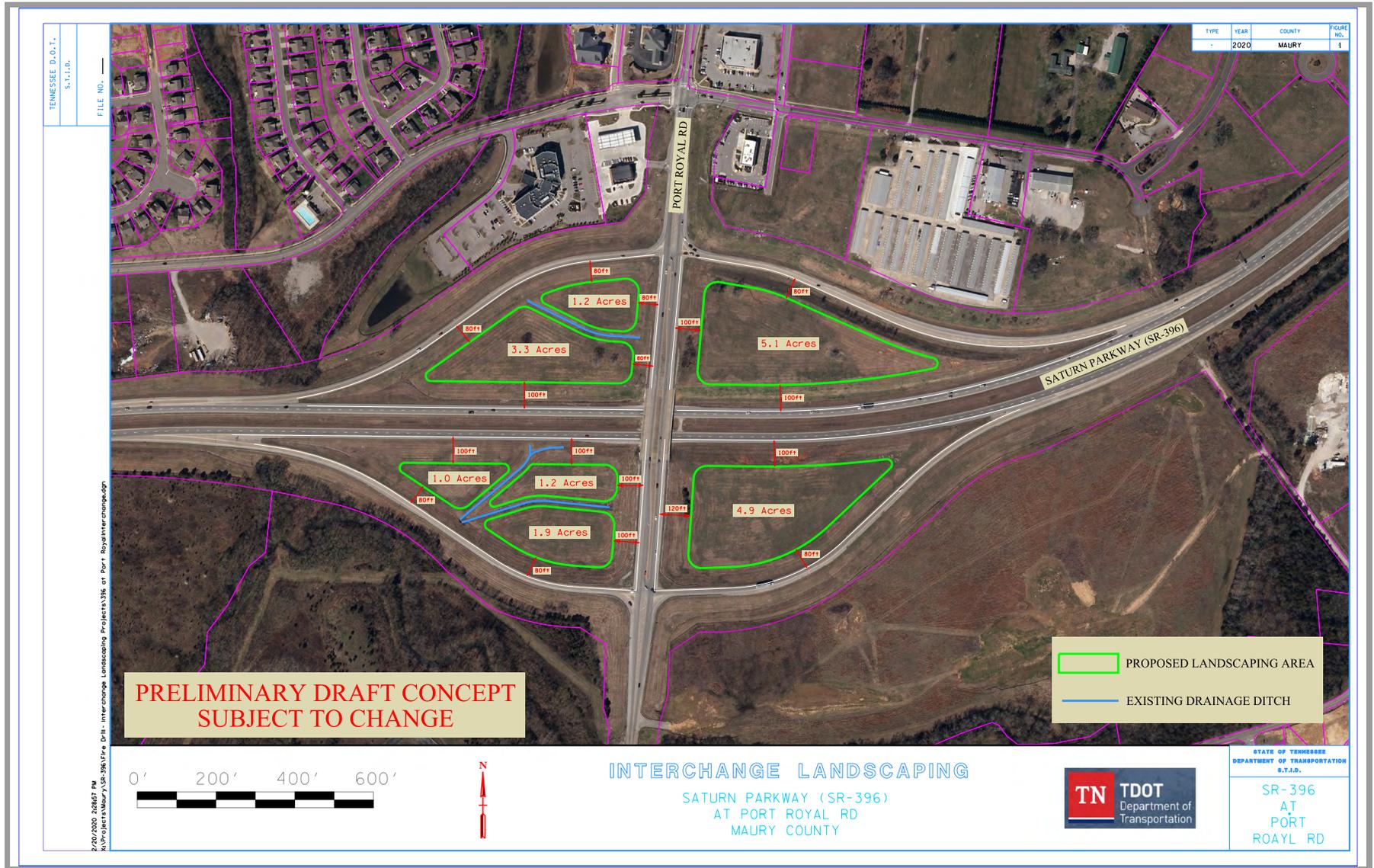
Adopted this 10th day of Sept 2021

Approved County Mayor *Kandice Heath*

Attest _____

Approved as to Form (atty) *Michael R. Jennings*







RESOLUTION NO. 24-212

A RESOLUTION APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF SPRING HILL, TENNESSEE AND THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF SPRING HILL, TENNESSEE RELATED TO THE ANNUAL AMOUNT OF DEDICATED TAXES IN THE SPRING HILLS CROSSING DEVELOPMENT TAX INCREMENT AREA

WHEREAS, the Spring Hill Board of Mayor and Aldermen has received Economic Impact Plan from the Spring Hill Industrial Development Board (IDB) regarding the development of the “Plan Area”; and

WHEREAS, the IDB, the Spring Hill Board of Mayor and Aldermen, and Maury County, Tennessee have approved the Economic Impact Plan for the Plan Area; and

WHEREAS, the Economic Impact Plan allocates the ad valorem taxes from the Plan Area to various infrastructure improvements but provides, inter alia, that certain dedicated taxes for debt service are not subject to such allocation; and

WHEREAS, pursuant to Tenn. Code Ann. § 9-23-103(g) and Section 6(a)(ii) of the Economic Impact Plan, the method to be used each fiscal year to determine the City’s dedicated taxes for debt service until tax increment collections terminate can be established by the Board of Mayor and Aldermen of the City and agreed to by the Board, as the tax increment agency; and

WHEREAS, the IDB proposes and recommended to the City of Spring Hill Board of Mayor and Aldermen an Interlocal Cooperative Agreement (“Agreement”) in the form set forth Exhibit A attached hereto in order to effect the purposes stated herein; and

WHEREAS, the IDB and the City of Spring Hill Board of Mayor and Aldermen are authorized to enter into the Agreement pursuant to the Interlocal Cooperation Act, codified at Sections 12-9-101 et seq., Tennessee Code Annotated;

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

RESOLVED, that in order to establish the method to be used to determine the City's dedicated taxes for debt service pursuant to Tenn. Code Ann. § 9-23-103(g) and Section 6(a)(ii) of the Economic Impact Plan, the Agreement is approved.

Passed and adopted by the Board of Mayor and Aldermen of City of Spring Hill, Tennessee, this 19th day of August 2024.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF SPRING HILL, TENNESSEE AND THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF SPRING HILL, TENNESSEE RELATED TO THE ANNUAL AMOUNT OF DEDICATED TAXES IN THE SPRING HILL CROSSINGS DEVELOPMENT TAX INCREMENT AREA

This Interlocal Cooperative Agreement (“Agreement”) is made and entered into as of the ___ day of _____, 2024, by and between The Industrial Development Board of the City of Spring Hill, Tennessee and the City of Spring Hill, Tennessee (the “Parties” and each a “Party”).

RECITALS

WHEREAS, the City of Spring Hill, Tennessee (the “City”) has duly caused the incorporation pursuant to Sections 7-53-101 et seq., Tennessee Code Annotated (the “Act”) of The Industrial Development Board of the City of Spring Hill, Tennessee (the “Board”); and

WHEREAS, pursuant to the Act, the Board is authorized to provide certain tax increment incentives to pay or finance certain eligible costs relating to types of projects identified in the Act; and

WHEREAS, the Board, the City, and Maury County have approved an economic impact plan (the “Plan”) for the Spring Hill Crossings Development Area (the “Plan Area”), which is attached hereto as Exhibit A; and

WHEREAS, pursuant to Tenn. Code Ann. § 9-23-103(g) and Section 6(a)(ii) of the Plan, the method to be used each fiscal year to determine the City’s dedicated taxes for debt service until tax increment collections terminate can be established by the Board of Mayor and Aldermen of the City and agreed to by the Board, as the tax increment agency; and

WHEREAS, pursuant to the Plan, the developer is constructing public infrastructure, including a much-needed major collector roadway that has been on the City’s Major Thoroughfare Plan since 2014 and that the City would have to otherwise fund or finance with general fund monies; and

WHEREAS, due to the necessity of these infrastructure improvements and the significant local option sales taxes that the City expects to receive from the Plan Area, the City is willing to adopt the methodology for the calculation of the City’s dedicated taxes in favor of the developer in the Spring Hill Crossing Development Area; and

WHEREAS, under no circumstances is the execution of this Agreement a commitment that the City will use the same methodology for the calculation of the City’s dedicated for any subsequently approved economic impact plans; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, codified at Sections 12-9-101 et seq., Tennessee Code Annotated; and

WHEREAS, the Parties have agreed to enter into this Agreement in order to effect the purposes stated herein.

TERMS OF AGREEMENT

1. Dedicated Taxes Formula. The Parties hereby approve and adopt the following formula to be used each fiscal year to determine the amount of the property tax increment that must be withheld by the City to make annual City debt service payments:

$$\frac{[\text{City Increment}^1 \times \text{Net Debt Service Amount (as defined below)}]}{\text{Net Tax Collections}^2} = \text{City's Dedicated Taxes}$$

- a) The City will identify the "Net Debt Service Amount", which is the total amount of the projected amount of debt service budgeted to be paid by the City within the fiscal year, reduced by any lawfully available City funds that can be used to pay such debt service.
- b) For example:

$$\frac{[\$4,000,000 (\text{City Increment}) \times \$100,000 (\text{Net Debt Service Amount})]}{[\$36,000,000 (\text{Net Tax Collections})]} = \$11,111 (\text{Dedicated Taxes})$$

2. Term. Subject to the approvals and conditions herein, the duties and responsibilities of the Parties hereunder shall commence as of the date hereof and shall continue until the Plan's tax increment collections terminate.
3. Default. In the event any of the Parties hereto shall fail to perform any of its obligations hereunder or shall become unable to perform by reason of bankruptcy, insolvency, receivership or other similar event, then the non-defaulting Party, so long as said Party is not itself in default hereunder, may seek specific performance, mandamus or other extraordinary relief to compel the defaulting Party to perform hereunder.
4. Cooperation of Parties. The Parties agree to cooperate with each other to facilitate the annual calculation as described herein.
5. Notices. Any notice, request, demand, instruction or other communication (a "Notice") to be given to any Party with respect to this Agreement may be given either by the Party or its counsel and shall be deemed to have been properly sent and given when (a) delivered by hand, (b) sent by certified mail, return receipt requested, or (c) sent by reputable courier service. If delivered by hand or courier service, a Notice shall be deemed to have been sent, given and received on the date when actually received by the addressee (or on the date when the addressee refuses to accept delivery of same). If sent by certified mail, a Notice shall be deemed to have been sent and given when properly deposited with the United States Postal Service with the proper address and postage paid therewith, and shall be deemed to have been received on the

¹ Annual City property tax revenues from the Plan Area less the Base Tax Amount (as defined in the Economic Impact Plan attached as Exhibit A).

² Total budgeted City property tax collections for such fiscal year less budgeted City tax collections that are subject to allocation to fund other outstanding tax increment financings.

fifth (5th) business day following the date of such deposit, whether or not actually received by addressee. The addresses to which Notices shall be sent are:

If to the City: City of Spring Hill
 199 Town Center Parkway
 Spring Hill, Tennessee 37174
 Attention: City Administrator

If to the Board: The Industrial Development Board
 of the City of Spring Hill
 199 Town Center Parkway
 Spring Hill, Tennessee 37174
 Attention: Chairman

6. Assignment. Neither Party shall assign any right or obligation hereunder without first receiving the written consent of the other Party.
7. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.
8. Severability. If a court of competent jurisdiction or an arbitrator determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
10. Entire Agreement. This Agreement contains the entire understanding among the Parties with respect to the matters contained herein, and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. Notwithstanding the foregoing, to the extent this Agreement or any of the terms hereof shall conflict with the terms of any of the other documents or agreements referenced herein between the Parties, the terms of said documents or agreements shall control.
11. Amendments and Modifications. No amendment, modification, or alteration to this Agreement shall be valid or enforceable nor shall any waiver of any provision be effective unless such amendment, modification, or alteration is approved, in writing, by the governing body of the Parties.

12. Headings. The paragraph headings are inserted only as a matter of convenience and for references and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.
13. Authorized Representatives. Any action required of or permitted to be taken pursuant to this Agreement by any of the Parties hereto may be performed by an authorized representative of the respective Party without further action by the governing body of such Party.
14. Limitation of Liability. All covenants, stipulations, promises, agreements and obligations of the Parties contained in this Agreement shall be deemed to be the respective limited covenants, stipulations, promises, agreements and obligations of the Parties, as applicable, and not of any officer, director, employee or agent of such Parties nor of any incorporator, director, employee or agent of any successor corporation to any such Party, in its individual capacity. No recourse shall be had against any such individual, either directly or otherwise under or upon any obligation, covenant, stipulation, promise or agreement contained herein or in any other document executed in connection herewith.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Interlocal Agreement to be executed by their duly authorized representatives.

CITY:

CITY OF SPRING HILL, TENNESSEE

By: _____

Title: _____

APPROVED AS TO LEGAL FORM:

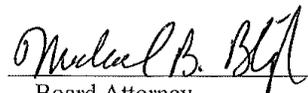
By: _____
City Attorney

BOARD:

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF SPRING HILL, TENNESSEE

By:  _____
Chairman

APPROVED AS TO LEGAL FORM:

By:  _____
Board Attorney

37772994.3

RESOLUTION 24-202

A RESOLUTION REQUESTING THE MAURY COUNTY ELECTION COMMISSION TO CONDUCT AN ELECTION WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF SPRING HILL, TENNESSEE, ON THURSDAY, APRIL 10, 2025, TO ELECT A MAYOR AND ALSO ONE (1) ALDERMAN FROM EACH OF THE FOUR (4) WARDS, PURSUANT TO THE ELECTION LAWS OF THE STATE OF TENNESSEE

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen desire for the Maury County Election Commission to conduct an election within the corporate boundaries of the City of Spring Hill, Tennessee, on Thursday, April 10, 2025 for the purpose of electing a mayor and one (1) Alderman from each of the four (4) Wards located within the City.

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

1. The Maury County Election Commission is requested and authorized to conduct the regular municipal election for the City of Spring Hill, Tennessee, on Thursday, April 10, 2025 for the purpose of electing a Mayor to serve a term of four (4) years ending in April 2029, and one (1) Alderman from each of the four (4) wards, all to be nominated and voted upon at-large by the registered voters of the city, each Alderman to serve a term of four (4) years. The Maury County Election Commission is requested to publish notice of the election in both Maury and Williamson Counties.

2. The Maury County Election Commission is hereby requested and authorized to conduct early voting beginning on March 26, 2025 and ending on April 5, 2025.

3. The Maury County Election Commission is hereby requested and authorized to secure an additional poling location in Williamson County.

4. The Mayor is hereby authorized to request the Maury County Election Commission to hold the aforesaid regular election on April 10, 2025, all cost of which shall be borne by the City of Spring Hill, Tennessee.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of August, 2024.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

APPROVED AS TO FORM:

Patrick Carter, City Attorney



Municipal Technical Advisory Service
INSTITUTE *for* PUBLIC SERVICE

TO: Patrick Carter, City Attorney of the City of Spring Hill
FROM: Stephanie O'Hara, MTAS Legal Consultant
DATE: January 26, 2024
RE: Applicability of Tennessee Code Annotated § 6-53-110 to the City of Spring Hill's Election Procedure

Public Chapter 391, Acts of 2023, became effective on January 1, 2024, and Tennessee Code Annotated § 6-53-110 now provides the following:

- (a)(1) Notwithstanding any other law or charter to the contrary, no member of the legislative body of a municipality, a popularly elected school board, or any other similarly constituted and elected board or commission of a county or municipality shall be elected to such office through an election procedure requiring candidates to be nominated from a district and elected at-large, but such members shall be elected from districts as established by the appropriate county or municipality, which districts shall:
- (A) Assure representation of substantially equal populations and guarantee the principle of one man/one vote in compliance with the Constitution of the United States; and
 - (B) Be reasonably compact and contiguous and not overlap.
- (2) Following the establishment of the districts, such districts shall be reapportioned at least as often as districts for the county legislative body of such county are reapportioned to ensure compliance with the limitations prescribed in this section.

Tennessee Code Annotated § 6-53-110 (emphasis added). The underlined language above prohibits an "election procedure" that requires municipal governing body members and popularly elected school board members, in addition to members of other specified public bodies, from being nominated from a district and then elected at-large.

Tennessee Code Annotated § 2-5-101, in part, provides the following regarding required signatures on nominating petitions:

- (a) Candidates shall qualify by filing all nominating petitions, including any duplicate nominating petitions, by the deadlines set out in the schedule in this section.

...

1610 University Ave. | Knoxville, TN 37921 | mtas.tennessee.edu
In cooperation with the Tennessee Municipal League

(b)(1) Nominating petitions shall be signed by the candidate and twenty-five (25) or more registered voters who are eligible to vote to fill the office. Nominating petitions for independent presidential candidates shall be signed by the candidate and twenty-five (25) or more registered voters for each elector allocated to the state. Each independent candidate must designate the full number of electors allocated to the state.

It is my understanding that the “nominating petitions” have been deemed as the nomination element in the “election procedure” for the purpose of [Tennessee Code Annotated § 6-53-110](#).

While the City of Spring Hill’s election procedure was identified as being impacted by Public Chapter 391, Acts of 2023, the procedure for electing Spring Hill’s aldermen does not limit the nomination petition signatures to voters of a single ward. The City of Spring Hill was originally incorporated by private act on April 30, 1909, which created four wards and authorized additional wards to be created by ordinance. In addition, Chapter 406, Acts of 1909, specified who votes for the mayor and aldermen in article II, section 1: “That the officers of the town of Spring Hill shall consist of a Mayor and eight Aldermen, to be elected by the qualified voters of said town . . .”

In 1987, the city adopted the general law mayor-aldermanic charter as authorized by [Tennessee Code Annotated § 6-1-201](#). The City of Spring Hill currently has four wards with two aldermen elected from each ward. Section 6-1-204(a) of the current [Spring Hill Municipal Charter](#) provides the following: “All registered voters of the municipality or of the territory of the proposed municipality are eligible to vote in the election.” For municipalities incorporated after June 30, 1991, section 6-3-101(b)(1) specifies that “municipality having between one (1) and four (4) wards shall consist of a mayor elected at large and two (2) aldermen elected from each ward . . .” However, no such specificity as to the voters is included for municipalities incorporated prior to June 30, 1991, including the City of Spring Hill.

The election procedure for city aldermen allows the nominating petition to be signed by any qualified voter of the City of Spring Hill. Once the candidate is found to be qualified, the qualified candidate’s name is placed on the ballot as required by [Tennessee Code Annotated § 2-5-204\(a\)](#). Qualification for office requires meeting the eligibility requirements of the office, including being a resident of the ward for one (1) year preceding the election. [Spring Hill Municipal Charter](#) section 6-3-103 provides the following residency requirements:

6-3-103. Residency. (a) No person shall be eligible for the office of mayor unless such person has resided within the municipality for at least one (1) year next preceding the election.

(b) No person shall be eligible for the office of alderman unless such person has resided within the ward for at least one (1) year next preceding the election.

(c) Residence within any area annexed in a year preceding an election shall be counted in meeting the residence requirement of this section.

(d) Any officer moving from such officer's ward, in the case of an alderman, or moving from the municipality, in the case of the mayor, during the term of office shall be presumed to have vacated the office, and it shall be declared vacant, and filled as provided in § 6-3-107.

At the general election, all registered voters of the city may vote on the candidates for aldermen.

When interpreting statutory ward residency requirements for a general law mayor-aldermanic chartered municipality, the Tennessee Attorney General opined the following in 2005:

While these statutes require aldermen to be residents of one of the municipality's wards, they do not require that aldermen be elected only by the qualified voters in that ward. As such, it would appear that these statutes use wards in multi-ward municipalities merely as the basis of residence for candidates for aldermen, and not for voting or representation. This interpretation is supported by the provisions of § 6-1-401(b), which allow a municipality to "provide by ordinance for a particular number of aldermen for the municipality to be eligible for and elected to such office without regard to ward residence."

Tenn. Op. Att'y Gen. No. 05-124 (Aug. 15, 2005). While the city is divided into four wards, residence within the specified ward for each seat is a qualification for that seat rather than the method of nomination.

For the above stated reasons, the City of Spring Hill should not be included on the list of municipalities that are affected by Public Chapter 391, Acts of 2023. In my opinion, your city has the follow options:

1. Pass an ordinance pursuant to section 6-3-102(a)(1) of the Spring Hill Municipal Charter reducing the number of wards to one single ward with an at-large election; OR
2. Discuss with your local election commission what process would be necessary to designate voting specific to each ward; OR
3. Determine if it is in the best interests of your municipality to maintain the same procedure based on the opinion above. If your city chooses this option, I recommend that you work with Chad Jenkins of the Tennessee Municipal League to contact the State Election Commission for review of this opinion and approval to proceed with this procedure. Your city and the State Election Commission will also need to communicate this procedure with your city's local election commission.

RESOLUTION 24-203

A RESOLUTION TO AUTHORIZE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THOMAS AND HUTTON FOR THE JUNE LAKE WATER STORAGE TANK CEI SERVICES EXTENSION

WHEREAS, the City of Spring Hill Utility department needs additional assistance in the construction engineering inspection of the June Lake Water Storage Tank; and

WHEREAS, the City of Spring Hill desires to contract with Thomas and Hutton under our current consulting service rate; and

WHEREAS, Thomas and Hutton have provided a proposal for construction engineering and inspection services under our current contract with the City of Spring Hill, TN for a lump sum fee of \$52,205.99; and

WHEREAS, Thomas and Hutton have provided a request for extension of CEI services to assist with the construction observation and project management of the construction of the 3.0MG water storage tank; and

WHEREAS, The City of Spring Hill FY 23 budget 410-52308-59601 for a total cost not to exceed in the amount of \$13,000.00 through budget amendment no. 1.

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

1. To approve the Professional Services Agreement with Thomas and Hutton attached hereto to perform Tasks (Construction Engineering Services referenced in attached proposal) for a lump sum fee extension of \$13,000.00.
2. To authorize the Mayor to execute the agreement with Thomas and Hutton.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 19th day of August 2024.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: **Approval of Resolution 24-203**
SUBMITTED BY: Jessica Weaver, Utility Director
DATE: August 19, 2024
RE: To approve Professional Services Agreement with Thomas and Hutton for the Construction, Engineering, and Inspection of the June Lake Water Storage Tank extension

ATTACHMENTS: Professional Services Agreement

PURPOSE:

To approve Resolution 24-203 to approve a professional services agreement with Thomas and Hutton for the Construction Engineering and Inspection of the June Lake Water Storage Tank extension.

BACKGROUND:

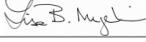
The City of Spring Hill Utility department has identified a need for additional assistance with the CEI services and project management of the June Lake Water Storage Tank. Original cost expectations for CEI services for this project were under \$25,000.00. Due to unforeseen circumstances, clearing of the surrounding hillside along with additional geotechnical report evaluations; additional CEI services are needed for continuation of review of shop drawings, review of pay applications, and general engineering services for the project.

FINANCIAL IMPACT:

This will be funded from FY 25 expenditures 410-52308-59601 for a total cost of \$13,000.00 through budget amendment no.1.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 24-203 to approve professional services agreement with Thomas and Hutton

 <p style="text-align: center; margin-top: 10px;"> 502 HAZELWOOD DRIVE SMYRNA, TN 37167 615-220-5800 WWW.THOMASANDHUTTON.COM </p>	<p style="text-align: center; margin: 0;">Spring Hill, TN</p> <p style="text-align: center; margin: 0;">June Lake 3.0 MG Water Storage Tank</p> <p style="text-align: center; margin: 0;">CEI Services Extension</p> <p style="text-align: center; margin: 0;">Task Order Contract</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%;">Task Order No:</td> <td style="text-align: center;">28298.0061</td> </tr> <tr> <td>Date:</td> <td style="text-align: center;">8-7-2024</td> </tr> </table>	Task Order No:	28298.0061	Date:	8-7-2024
Task Order No:	28298.0061				
Date:	8-7-2024				
<p>The Professional Service Agreement - Task Order Contract between the City of Spring Hill and Thomas & Hutton for General Professional Engineering Consultant Services for the June Lake 3.0 MG Water Storage Tank project. The Professional Services Agreement is hereby amended to include the following Task Order:</p>					
Task Description:	CEI Services to assist with the construction observation and project management of the construction of the 3.0 MG water storage tank.				
Contact:	Dan Allen, P.E., Assistant City Administrator				
Scope of Services:	<p><u>CEI Services for the June Lake 3.0 MG Water Storage Tank</u> CEI Services will continue to be provided on an as-needed basis dependent on the contractor's construction schedule and as requested by City Staff. Services will include continuation of attending progress meetings, review of shop drawings, review of pay applications and general engineering consulting for the project. Services will also include continuation of construction observations, on a part-time basis, at critical milestones during the tank construction.</p> <p>As part of Thomas & Hutton's engineering consulting services, the following tasks and engineering services will be provided:</p> <ol style="list-style-type: none"> 1. Construction Engineering and Inspection (CEI) Services <ol style="list-style-type: none"> a. Attend progress meetings as needed. b. Review Construction Shop Drawings c. Review Pay Applications d. General engineering consulting e. Site visits and construction observations, on a part-time basis, during critical milestones of the project. <p>The construction observation phase services fees are based on an additional one (1) month construction observation period, based on the contractor's schedule to complete the project and performing up to 50 hours per month of engineering services. Should construction extend beyond that time or if additional on-visits are requested by the Owner, the Engineer shall furnish additional services on a time and expense basis following written authorization from the Owner.</p> <p>EXCLUSIONS: Services do not include any type of material testing or permitting.</p>				
Deliverables:	1. CEI Services during Construction				
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">CEI Services Extension 2 Additional Services</td> <td style="width: 50%;">Time and Expense (Budget): \$13,000.00 Time & Expense: See Consulting Services Rate Sheet</td> </tr> <tr> <td colspan="2" style="text-align: center; font-weight: bold; margin-top: 5px;">Total Task Order Amount: \$ 13,000.00</td> </tr> </table>	CEI Services Extension 2 Additional Services	Time and Expense (Budget): \$13,000.00 Time & Expense: See Consulting Services Rate Sheet	Total Task Order Amount: \$ 13,000.00	
CEI Services Extension 2 Additional Services	Time and Expense (Budget): \$13,000.00 Time & Expense: See Consulting Services Rate Sheet				
Total Task Order Amount: \$ 13,000.00					
<p>This Agreement hereby amends the above referenced Professional Services Agreement between Thomas & Hutton and the City of Spring Hill. This Agreement of Services may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day written below,</p>					
Client:	CITY OF SPRING HILL	Engineer:	THOMAS & HUTTON		
Signed:		Signed:			
Name:		Name:	Lisa Muzekari, P.E.		
Title:		Title:	Principal/Environmental Manager		
Date:		Date:	8/7/2024		

RESOLUTION 24-204

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES AT SANCTUARY BLUFF WITH THOMAS & HUTTON

WHEREAS, the City of Spring Hill has identified the need for as-needed construction inspection services at the Sanctuary Bluff project site; and

WHEREAS, Thomas & Hutton is under contract with the City of Spring Hill for professional engineering services; and

WHEREAS, City staff requested Thomas & Hutton prepare a professional services agreement and task order for the project, including a scope and cost estimate, as shown in Exhibit A; and

WHEREAS, the hourly, as-needed cost proposal total is not to exceed \$55,000.00.

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

1. Approve the professional services agreement and task order with **THOMAS & HUTTON** for as-needed construction inspection services in the amount of up to \$55,000.00.
2. Authorize the Mayor to amend the Professional Services Agreement.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19TH day of August, 2024.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

 <p style="text-align: center; font-size: small;">502 HAZELWOOD DRIVE SMYRNA, TN 37167 615-220-5800 WWW.THOMASANDHUTTON.COM</p>	<p>Spring Hill, TN Sanctuary Bluff (CEI) Task Order Contract</p>								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Task Order No:</td> <td style="text-align: center;">28298.0065 CEI</td> </tr> <tr> <td>Date:</td> <td style="text-align: center;">7-03-2024</td> </tr> </table>	Task Order No:	28298.0065 CEI	Date:	7-03-2024				
Task Order No:	28298.0065 CEI								
Date:	7-03-2024								
<p>The Professional Service Agreement - Task Order Contract between the City of Spring Hill and Thomas & Hutton for Construction Engineering Consultant Services for the Sanctuary Bluff development project, roadway and miscellaneous field services. The Professional Services Agreement dated September 7,2021 is hereby amended to include the following Task Order:</p>									
Task Description:	CEI Services to include construction observations to assist the City staff with the private development project consisting of roadway construction within the development.								
Contact:	Dan Allen, Assistant City Administrator								
Scope of Services:	<p><u>CEI Services for the Sanctuary Bluff private development project.</u> CEI Services will be provided to include daily construction observations being performed by Thomas & Hutton personnel. Services will include recording daily observations and monitoring to ascertain that the work is in substantial conformance with the contract documents and with the design intent, and recording completed quantities as required. Services to include attending progress meetings, submitting daily diaries on a weekly basis, submitting records of completed quantities monthly, if required, and coordinating with City personnel and design engineer staff regarding any requests for information or noted deficiencies.</p> <p>As part of Thomas & Hutton's engineering consulting services, the following tasks and engineering services will be provided:</p> <ol style="list-style-type: none"> 1. CEI Services to include on-site construction observations. <ol style="list-style-type: none"> a. Daily site construction observation (up to 40 hours per week) b. Completing daily diary of construction observations c. Tracking completed work. d. Coordination with City personnel. <p>The service fees are based on a two (2) month construction period, based on the contractor's schedule to complete the project and performing up to 40 hours per week of construction observation services. Reimbursable Expenses shall include travel in company or private vehicles billed at the IRS Standard Mileage Rate. Should construction extend beyond that time or if additional on-visits are requested by the Owner, the Engineer shall furnish additional services on a time and expense basis following written authorization from the Owner.</p> <p>EXCLUSIONS: Services do not include any type of material testing, surveying, or permitting.</p>								
Deliverables:	1. CEI Services during Construction								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">CEI Services</td> <td style="text-align: center;">Time and Expense (Budget): \$53,000.00</td> </tr> <tr> <td style="text-align: center;">Reimbursable Expenses</td> <td style="text-align: center;">Time and Expense (Budget): \$2,000.00</td> </tr> <tr> <td style="text-align: center;">Additional Services</td> <td style="text-align: center;">Time & Expense: See Consulting Services Rate Sheet</td> </tr> <tr> <td colspan="2" style="text-align: center;">Total Task Order Amount: \$ 55,000.00</td> </tr> </table>	CEI Services	Time and Expense (Budget): \$53,000.00	Reimbursable Expenses	Time and Expense (Budget): \$2,000.00	Additional Services	Time & Expense: See Consulting Services Rate Sheet	Total Task Order Amount: \$ 55,000.00	
CEI Services	Time and Expense (Budget): \$53,000.00								
Reimbursable Expenses	Time and Expense (Budget): \$2,000.00								
Additional Services	Time & Expense: See Consulting Services Rate Sheet								
Total Task Order Amount: \$ 55,000.00									
<p>This Agreement hereby amends the above referenced Professional Services Agreement between Thomas & Hutton and the City of Spring Hill. This Agreement of Services may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day written below.</p>									
Client:	CITY OF SPRING HILL	Engineer:	THOMAS & HUTTON						
Signed:		Signed:							
Name:		Name:	Lisa Muzekari, P.E.						
Title:		Title:	Principal/Environmental Manager						
Date:		Date:	7/03/2024						

RESOLUTION 24-205

A RESOLUTION TO AUTHORIZE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THOMAS AND HUTTON FOR THE SOUTHSIDE WATER STORAGE TANK CEI SERVICES

WHEREAS, the City of Spring Hill Utility department needs construction engineering inspection of the Southside Water Storage Tank; and

WHEREAS, the City of Spring Hill desires to contract with Thomas and Hutton under our current consulting service rate; and

WHEREAS, Thomas and Hutton have provided a proposal for construction engineering and inspection services under our current contract with the City of Spring Hill, TN for a lump sum fee of \$350,000.00; and

WHEREAS, The City of Spring Hill FY 25 budget 410-52309-59601 for a total cost not to exceed in the amount of \$350,000.00.

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

1. To approve the Professional Services Agreement with Thomas and Hutton attached hereto to perform Tasks (Construction Engineering Services referenced in attached proposal) for a lump sum fee of \$350,000.00.
2. To authorize the Mayor to execute the agreement with Thomas and Hutton.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 19th day of August 2024.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: **Approval of Resolution 24-205**
SUBMITTED BY: **Jessica Weaver, Utility Director**
DATE: **August 19, 2024**
RE: **To approve Professional Services Agreement with Thomas and Hutton for the Construction, Engineering, and Inspection of the Southside Water Storage Tank**

ATTACHMENTS: Professional Services Agreement

PURPOSE:

To approve Resolution 24-205 to approve a professional services agreement with Thomas and Hutton for the Construction Engineering and Inspection of the Southside Water Storage Tank e.

BACKGROUND:

The City of Spring Hill Utility department has identified a need for additional assistance with the CEI services and project management of the Southside Water Storage Tank. CEI services for this project are \$350,000.00.

FINANCIAL IMPACT:

This will be funded from FY 25 expenditures 410-52309-59601 for a total cost of \$350,000.00.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 24-205 to approve professional services agreement with Thomas and Hutton

RESOLUTION 24-206

A RESOLUTION TO AUTHORIZE APPROVAL OF MEMORANDUM OF UNDERSTANDINGS WITH MAURY COUNTY FIRE DEPARTMENT AND WILLIAMSON COUNTY FIRE/RESCUE

WHEREAS, the City of Spring Hill operates a career fire department that responds to all hazards within the City; and

WHEREAS, the department works closely with neighboring Fire Departments to provide and receive mutual aid and automatic aid assistance for serious and complex incidents; and

WHEREAS, it is within the City’s best interest to formalize memorandums of understanding in order to quickly and efficiently assign resources to incident scenes or to provide cover assignments to handle second emergencies within the city; and

WHEREAS, the department has met with the Chiefs of Maury County Fire Department and Williamson County Fire/Rescue with all parties agreeing with the terms of the attached MOUs.

NOW, THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee to authorize the Fire Department to enter into MOUs with both Maury County Fire Department and Williamson County Fire/Rescue.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 19th Day of August, 2024.

ATTEST:

Jim Hagaman, Mayor

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

MEMORANDUM OF UNDERSTANDING
EXCHANGE OF FIRE, RESCUE, AND EMERGENCY MEDICAL SERVICES
BETWEEN THE CITY OF SPRING HILL AND MAURY COUNTY FIRE
DEPARTMENT

This Memorandum of Understanding ("MOU") is entered into on this ____ day of _____, 2024, by and between the City of Spring Hill and Maury County Fire Department.

WHEREAS, The City of Spring Hill and Maury County Fire Department each maintain and operate fire protection organizations in and for their respective jurisdictions; and

WHEREAS, Certain of the lands protected by each jurisdiction herein are adjacent to the lands protected by the other; and

WHEREAS, The Chiefs of the City of Spring Hill Fire Department and Maury County Fire Department each desire to furnish the most efficient fire, rescue, and emergency medical response assistance to the other when such automatic and mutual-aid assistance is needed as set forth below; and

NOW THEREFORE, the parties mutually agree as follows:

1. Spring Hill Fire Department will be dispatched automatically along with Maury County Fire Department to addresses contained in appendix A of this document for reported structure fires and major medical emergencies determined by dispatchers through call taker questioning to be a life-threatening condition (e.g. respiratory arrest, cardiac arrest, breathing unconfirmed).
2. Spring Hill Fire Department will assist Maury County Fire Department through automatic aid dispatch to reported structure fires that are within a five (5) mile contiguous border of the City of Spring Hill. This border may be adjusted, as needed, through GIS mapping to accommodate geographical anomalies, routes of travel, etc.
3. Maury County Fire Department will be dispatched automatically to confirmed working structure fires within the City of Spring Hill on the Maury County side and will provide one (1) Engine Company and manpower to the scene.
4. Maury County Fire Department will be dispatched automatically to confirmed working structure fires within the City of Spring Hill on the Williamson County Side and will provide one (1) Engine Company and manpower to cover the city for second emergencies from Fire Station 2 (or other location determined by the Incident Commander) and will move up to the scene upon request.

IN WITNESS WHEREOF, the City of Spring Hill and the Maury County Fire Department have executed this Memorandum of Understanding as of the date first written above.

Jim Hagaman
City of Spring Hill, Mayor

Jose' Periut, Sr.
Fire Chief, Maury County Fire Department

Attest:

April Goad, City Recorder

LEGAL FORM APPROVED

Patrick M. Carter, City Attorney

MEMORANDUM OF UNDERSTANDING
EXCHANGE OF FIRE, RESCUE, AND EMERGENCY MEDICAL SERVICES
BETWEEN THE CITY OF SPRING HILL AND WILLIAMSON COUNTY
FIRE / RESCUE

This Memorandum of Understanding (“MOU”) is entered into on this ____ day of _____, 2024, by and between the City of Spring Hill and Williamson County Fire / Rescue dba Williamson County Rescue Squad.

WHEREAS, The City of Spring Hill and Williamson County Fire/Rescue each maintain and operate fire protection organizations in and for their respective jurisdictions; and

WHEREAS, Certain of the lands protected by each jurisdiction herein are adjacent to the lands protected by the other; and

WHEREAS, The Chiefs of the City of Spring Hill Fire Department and Williamson County Fire/Rescue each desire to furnish the most efficient fire, rescue, and emergency medical response assistance to the other when such automatic and mutual-aid assistance is needed as set forth below; and

NOW THEREFORE, the parties mutually agree as follows:

1. Spring Hill Fire Department will be dispatched automatically along with Williamson County Fire/Rescue to addresses contained in appendix A of this document for reported structure fires and major medical emergencies determined by dispatchers through call taker questioning to be of a serious life-threatening condition (e.g. respiratory arrest, cardiac arrest, breathing unconfirmed).
2. Williamson County Fire/Rescue will be dispatched automatically to confirmed working structure fires within the City of Spring Hill on the Maury County side and will provide one (1) Engine Company and manpower to cover the city at Fire Station 3 (or other location determined by the Incident Commander) and will move up to the scene upon request.
3. Williamson County Fire/Rescue will be dispatched automatically to confirmed working structure fires within the City of Spring Hill on the Williamson County Side and will provide one (1) fully staffed Engine Company and manpower to the scene.

IN WITNESS WHEREOF, the City of Spring Hill and the Maury County Fire Department have executed this Memorandum of Understanding as of the date first written above.

Jim Hagaman
City of Spring Hill, Mayor

Bob Galoppi
Fire Chief, Williamson County Fire/Rescue

Attest:

April Goad, City Recorder

LEGAL FORM APPROVED

Patrick M. Carter, City Attorney

ADDRESS	owner1	owner2	OWNER MAILING ADDRESS			
			own_street	own_city	own_state	own_zip
2705 BUCKNER RD	Williamson Rescue Squad	MANTARO LLC	10 BURTON HILLS BLVD	NASHVILLE	TN	37215
2708 BUCKNER RD	Williamson Rescue Squad	SMOTHERS FOUNT T	2708 BUCKNER RD	THOMPSON STA	TN	37179
2801 BUCKNER LN	Williamson Rescue Squad	LOMBARDI ANGELO JOSEPH	2801 BUCKNER LN	SPRING HILL	TN	37174
BUCKNER LN	Williamson Rescue Squad	SAWDUST LEGACY TRUST	2797 BUCKNER LN	THOMPSONS STA	TN	37179
2809 THOMPSONS STA RD E	Williamson Rescue Squad	SAUCIER STEPHANIE D	2809 THOMPSON STA RD E	THOMPSON STA	TN	37179
2840 BUCKNER LN	Williamson Rescue Squad	CALDWELL MARY LEE	2836 BUCKNER LN	SPRING HILL	TN	37174
2717 BUCKNER LN	Williamson Rescue Squad	WILLIAMS REBECCA JUNE LE	2717 BUCKNER LN	THOMPSONS STATION	TN	37179
2711 BUCKNER LN	Williamson Rescue Squad	PRATT DAVID WILLIAM	2711 BUCKNER LN	THOMPSON STA	TN	37179
2754 BUCKNER LN	Williamson Rescue Squad	ASWAD PATRICK	2754 BUCKNER LN	THOMPSON STATION	TN	37179
2706 BUCKNER LN	Williamson Rescue Squad	CHURCH CHARLES M	2706 BUCKNER LN	THOMPSON STA	TN	37179
2710 BUCKNER LN	Williamson Rescue Squad	GRANDY GARY L	2710 BUCKNER LN	THOMPSON STATION	TN	37179
2718 BUCKNER LN	Williamson Rescue Squad	KELLEY SETH D	2718 BUCKNER LN	THOMPSONS STATION	TN	37179
2724 BUCKNER LN	Williamson Rescue Squad	RAVI SRIHARI	562 SHELDEN RD	GROSSE POINTE SHORES	MI	48236
2807 BUCKNER LN	Williamson Rescue Squad	OBERBERGER MICHAEL	2807 BUCKNER LN	SPRING HILL	TN	37174
2748 BUCKNER LN	Williamson Rescue Squad	OSBORNE KATHERINE HAFFNER ETAL	410 WOODLAND TRL	SMYRNA	TN	37167
2707 BUCKNER LN	Williamson Rescue Squad	PEWITT JOHN B	2707 BUCKNER LN	THOMPSONS STA	TN	37179
4801 COLUMBIA PIKE	Williamson Rescue Squad	WILLIAMSON CTY BOARD OF EDU	HERITAGE ELEMENTARY SCHOOL			
4803 COLUMBIA PIKE	Williamson Rescue Squad	WILLIAMSON CTY BOARD OF EDU	HERITAGE MIDDLE SCHOOL			
4805 COLUMBIA PIKE	Williamson Rescue Squad	CV THOMPSON LLC				
4809 COLUMBIA PIKE	Williamson Rescue Squad	COMMUNITY FIRST BANK & TRUST				
4700 TRADERS WAY	Williamson Rescue Squad	KROGER LP 1				
4701 TRADERS WAY	Williamson Rescue Squad	5920 MELROSE AVENUE LP				
4811 COLUMBIA PIKE	Williamson Rescue Squad	TOWN OF THOMPSONS STATION				
4709 TRADERS WAY	Williamson Rescue Squad	WILLIAMSON CO JOINT VENTURE				
4713 TRADERS WAY	Williamson Rescue Squad	FAST LANE EXPRESS LUBE FAST SHOP INC				
4715 TRADERS WAY	Williamson Rescue Squad	TRADERS WAY LLC				
4718 TRADERS WAY	Williamson Rescue Squad	HAM GREGORY ALLEN HAM PAMELA LYNN				
4725 TRADERS WAY	Williamson Rescue Squad	HAM GREGORY ALLEN HAM PAMELA LYNN				
4615 THOMPSONS RIDGE RD	Williamson Rescue Squad	CORNERSTONE DEVELOPMENT LLC				
4621 THOMPSONS RIDGE RD	Williamson Rescue Squad	TOWN OF THOMPSONS STATION				
4625 THOMPSONS RIDGE RD	Williamson Rescue Squad	TOWN OF THOMPSONS STATION				
3502 KELBEN LN	Maury County Fire	LUSK PAUL THOMAS ETUX	KELLY ELIZABETH	3502 KELBEN LN	SPRING HILL	TN 37174
3597 JIM WARREN RD	Maury County Fire	SMITH ROBERT ALLEN ETUX	LINDI R WALKER-SMITH	3597 JIM WARREN RD	SPRING HILL	TN 37174
3685 JIM WARREN RD	Maury County Fire	SOLIS GUADALUPE ETUX	MARIE	3685 JIM WARREN RD	SPRING HILL	TN 37174
3663 JIM WARREN RD	Maury County Fire	NILES MICHAEL E SR REVOCABLE TRUST &	MICHAEL E NILES SR ETUX MARY L	3663 JIM WARREN RD	SPRING HILL	TN 37174
3504 KELBEN LN	Maury County Fire	WHEATLEY BRADLEY M ETUX	FARIS	3504 KELBEN LN	SPRING HILL	TN 37174
3508 KELBEN LN	Maury County Fire	SUMMERS BRIAN ETUX	HOLLY	3508 KELBEN LN	SPRING HILL	TN 37174
3400 CLEGG DR	Maury County Fire	PERRY GRAHAM ETUX DEBORAH		3400 CLEGG DR	SPRING HILL	TN 37174
3412 CLEGG DR	Maury County Fire	PRINCE JARED COLBY &	ASHLEE MICHELLE PRINCE	3412 CLEGG DR	SPRING HILL	TN 37174
3416 CLEGG DR	Maury County Fire	LAWSON MICHAEL P &	LAURA A LAWSON	3416 CLEGG DR	SPRING HILL	TN 37174
3413 CLEGG DR	Maury County Fire	DLUZNIEWSKI CRICIA &	DAMIAN DLUZNIEWSKI	3413 CLEGG DR	SPRING HILL	TN 37174
3409 CLEGG DR	Maury County Fire	ETZKIN EDWARD &	CONSTANCE ETZKIN	3409 CLEGG DR	SPRING HILL	TN 37174
3405 CLEGG DR	Maury County Fire	VINCENT TIMOTHY ETUX SARAH B VINCENT		3405 CLEGG DR	SPRING HILL	TN 37174
3401 CLEGG DR	Maury County Fire	BOLTON TARA ETIVR DEREK		3401 CLEGG DR	SPRING HILL	TN 37174
3404 CLEGG DR	Maury County Fire	RALSTON SCOTT C ETUX KRISTINA		3404 CLEGG DR	SPRING HILL	TN 37174
4523 TOM LUNN RD	Maury County Fire	DONAGHY MARGARET M GST FBO BRIAN DONAGHY	CHRISTOPHER S DONAGHY TRUSTEE	4523 TOM LUNN RD	SPRING HILL	TN 37174
4504 CHRISTY LN	Maury County Fire	PASCO DENNIS ETUX CATHERYN E		4504 CHRISTY LN	SPRING HILL	TN 37174
3843 JOHN LUNN RD	Maury County Fire	GUNNELL BESSIE F MRS	% STEVE GUNNELL	3843 JOHN LUNN RD	SPRING HILL	TN 37174
JOHN LUNN RD	Maury County Fire	LOCHRIDGE JAMES LEWIS &	MARTHA LUCILLE LOCHRIDGE	3840 JOHN LUNN RD	SPRING HILL	TN 37174
4527 TOM LUNN RD	Maury County Fire	MCKEE CHRISTINE Y ETAL	ANDREW L & SCOTT W MCKEE	4527 TOM LUNN RD	SPRING HILL	TN 37174
4483 TOM LUNN RD	Maury County Fire	TRAVIS LAUREN NADEAU		4483 TOM LUNN RD	SPRING HILL	TN 37174
4316 PORT ROYAL RD	Maury County Fire	TIDWELL LINDA FAYE		4316 PORT ROYAL RD	SPRING HILL	TN 37174
4369 PORT ROYAL RD	Maury County Fire	STAGGS JUDETH		4369 PORT ROYAL RD	SPRING HILL	TN 37174
3643 JIM WARREN RD	Maury County Fire	TROUTT CHARLES EDWARD		3643 JIM WARREN RD	SPRING HILL	TN 37174
3454 CLEGG DR	Maury County Fire	COOPER BRAD ETUX ASHLEY		3454 CLEGG DR	SPRING HILL	TN 37174
3458 CLEGG DR	Maury County Fire	HOUK JAMES D ETUX	KATHLEEN E	3458 CLEGG DR	SPRING HILL	TN 37174
3453 CLEGG DR	Maury County Fire	VILLINES HARRY E JR ETUX	JOY BENITA	3453 CLEGG DR	SPRING HILL	TN 37174
3449 CLEGG DR	Maury County Fire	SMITH DUSTIN WELLES		3449 CLEGG DR	SPRING HILL	TN 37174
3441 CLEGG DR	Maury County Fire	BEMBRY BRENDA		3441 CLEGG DR	SPRING HILL	TN 37174
3433 CLEGG DR	Maury County Fire	RITTER D & E TRUST		3433 CLEGG DR	SPRING HILL	TN 37174
3420 CLEGG DR	Maury County Fire	MARTINO ANTHONY P & BRANDON MARTINO		3420 CLEGG DR	SPRING HILL	TN 37174
3417 CLEGG DR	Maury County Fire	JOHNSON DANIEL L ETUX	TERESA V	3417 CLEGG DR	SPRING HILL	TN 37174

3651 JIM WARREN RD	Maury County Fire	MAIMONE CORY S & ANGELICA M MAIMONE &	CHRISTOPHER MAIMONE	3651 JIM WARREN RD	SPRING HILL	TN	37174
3747 JIM WARREN RD	Maury County Fire	WEBSTER MARTHA		3747 JIM WARREN RD	SPRING HILL	TN	37174
3424 CLEGG DR	Maury County Fire	OLVERA OZZLE		3424 CLEGG DR	SPRING HILL	TN	37174
3428 CLEGG DR	Maury County Fire	BROWN YOLANDA T &	JESSIE TURNER III	3428 CLEGG DR	SPRING HILL	TN	37174
3432 CLEGG DR	Maury County Fire	HITCHCOCK SHAUN ETUX KYLEE		3432 CLEGG DR	SPRING HILL	TN	37174
3440 CLEGG DR	Maury County Fire	PROKOP MICHAEL J		2128 LONGHUNTER CHASE DR	SPRING HILL	TN	37174
3446 CLEGG DR	Maury County Fire	TERRELL OMAR		3446 CLEGG DR	SPRING HILL	TN	37174
3450 CLEGG DR	Maury County Fire	COLEMAN MARTIN ANDREW ETUX	MARGARET MARY COLEMAN	3450 CLEGG DR	SPRING HILL	TN	37174
3462 CLEGG DR	Maury County Fire	HAYMOND JOSEPH BRYAN		3462 CLEGG DR	SPRING HILL	TN	37174
3466 CLEGG DR	Maury County Fire	BULLINGTON MICHAEL ETUX	JENNIFER L	3466 CLEGG DR	SPRING HILL	TN	37174
3461 CLEGG DR	Maury County Fire	ANTHONY JEREMY B ETUX	CAMILLE	3461 CLEGG DR	SPRING HILL	TN	37174
3457 CLEGG DR	Maury County Fire	SUMMERS BRENT ETUX PATRICIA K		3457 CLEGG DR	SPRING HILL	TN	37174
3445 CLEGG DR	Maury County Fire	JOHNSON NELDA E ETVIR	JAMES A	3445 CLEGG DR	SPRING HILL	TN	37174
3429 CLEGG DR	Maury County Fire	CHILDERS MICHAEL RAY ETUX ALISA		3429 CLEGG DR	SPRING HILL	TN	37174
3425 CLEGG DR	Maury County Fire	RAGSDALE KATHRYN A		3425 CLEGG DR	SPRING HILL	TN	37174
3421 CLEGG DR	Maury County Fire	PERRY JAYMOND ETUX MELAINA		3421 CLEGG DR	SPRING HILL	TN	37174
3437 CLEGG DR	Maury County Fire	ROBINSON SUZANNE M ETVIR ROSCAR		3437 CLEGG DR	SPRING HILL	TN	37174
KEDRON RD	Maury County Fire	LANGHANS FAMILY PROPERTIES LLC		2215 S BERRYS CHAPEL RD	FRANKLIN	TN	37069
4567 TOM LUNN RD	Maury County Fire	HESS RAY E ETUX	KAREN E	4567 TOM LUNN RD	SPRING HILL	TN	37174
3408 CLEGG DR	Maury County Fire	WASKA ANGELA T		3408 CLEGG DR	SPRING HILL	TN	37174
4508 CHRISTY LN	Maury County Fire	DUNN ELDON L JR ETUX KAREN M		4508 CHRISTY LN	SPRING HILL	TN	37174
4500 CHRISTY LN	Maury County Fire	WILLEY STEVEN		4505 TOM LUNN RD	SPRING HILL	TN	37174
3465 CLEGG DR	Maury County Fire	MCNEESE JUSTIN		3465 CLEGG DR	SPRING HILL	TN	37174
3436 CLEGG DR	Maury County Fire	CLEGG JOHN K &	ERIN S	3436 CLEGG DR	SPRING HILL	TN	37174
4348 PORT ROYAL RD	Maury County Fire	TIDWELL THOMAS E ETUX	CARMEN L	4348 PORT ROYAL RD	SPRING HILL	TN	37174
PORT ROYAL RD	Maury County Fire	BAKER DARLENE		1310 STONEWALL BLVD	MURFREESBORO	TN	37130
2251 SUGAR RIDGE RD	Maury County Fire	W REAL ESTATE TRUST	SULLIVAN F MARSDEN TRUSTEE	2409 21ST AVE S STE 202	NASHVILLE	TN	37212

ORDINANCE 24-16

AN ORDINANCE TO AMEND TITLE 7, FIRE PROTECTION AND FIREWORKS, OF THE CITY OF SPRING HILL CODE OF ORDINANCES

WHEREAS, the Board of Alderman of the City of Spring Hill, pursuant to its Charter and general law of the State of Tennessee, enacted and adopted a Code of Ordinances, and

WHEREAS, Title 7 addresses the Fire Protection, Fireworks, Hazardous Materials, Lithium-Ion Batteries, and Fire Watch program; and

WHEREAS, the Fire Department’s mission is to provide fire and life safety services; and

WHEREAS, updates to Title 7 were necessary to address current and future fire and life safety situations, as shown in exhibit A attached hereto, and

WHEREAS, adopting the amendments to Title 7 will supersede any and all previous versions.

NOW, THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee that Title 7 of the City of Spring Hill, Code of Ordinances is adopted with a revision date of September 3, 2024.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 3rd day of September, 2024.

Passed on First Reading: August 19, 2024

Passed on Second Reading: September 3, 2024

ATTEST:

Jim Hagaman, Mayor

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

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

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

Section

- 7-201 Definitions
- 7-202 Codes adopted
- 7-203 Enforcement
- 7-204 Penalties
- 7-205 Modifications
- 7-206 Application
- 7-207 Equal Applicability
- 7-208 Fire Sprinklers

Spring Hill, TN Code of Ordinances

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 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

Spring Hill, TN Code of Ordinances

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)

§ 7-204 PENALTIES

Spring Hill, TN Code of Ordinances

(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:

(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.

Spring Hill, TN Code of Ordinances

(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 and structures having a zero-foot building setback line;

(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 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,

Spring Hill, TN Code of Ordinances

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 9-2-24)

§ 7-209 STORAGE OF EXPLOSIVES, FLAMMABLE LIQUIDS AND THE LIKE.

(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.

(2023 Code, § 7-209); (Ord. 23-02, passed 3-6-2023)

Spring Hill, TN Code of Ordinances

§ 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

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;
- (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;

Spring Hill, TN Code of 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)

§ 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.

Spring Hill, TN Code of Ordinances

(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

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:

(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.

Spring Hill, TN Code of Ordinances

(2011 Code, § 7-401) (2023 Code §7-401); (Ord. 23-02 ; passed 3-6-2023)

CHAPTER 5: CONSTRUCTION FIRES

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.

(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

Spring Hill, TN Code of Ordinances

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

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.
- (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.

Spring Hill, TN Code of Ordinances

(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.

(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

Spring Hill, TN Code of Ordinances

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.

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.

Spring Hill, TN Code of Ordinances

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.

(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

Spring Hill, TN Code of Ordinances

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.

(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.

Spring Hill, TN Code of Ordinances

(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.

(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.

Spring Hill, TN Code of Ordinances

(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 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

Spring Hill, TN Code of Ordinances

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 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.

Spring Hill, TN Code of Ordinances

(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.

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.

Spring Hill, TN Code of Ordinances

- 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)

§ 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)

Spring Hill, TN Code of Ordinances

§ 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.

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

Spring Hill, TN Code of Ordinances

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. (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

Spring Hill, TN Code of Ordinances

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 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

Spring Hill, TN Code of Ordinances

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 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

- 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

Spring Hill, TN Code of Ordinances

- 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 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

Spring Hill, TN Code of Ordinances

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 contain 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.

(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

Spring Hill, TN Code of Ordinances

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 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

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

Spring Hill, TN Code of Ordinances

- 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.

(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)

RESOLUTION 24-208

A RESOLUTION TO APPROVE RETIREMENT AGREEMENT

WHEREAS, the current City Administrator, Pamela S. Caskie has announced her intent to retire; and

WHEREAS, it is the desire of the Board of Mayor and Aldermen that Ms. Caskie continue to serve as the City Administrator until her successor is selected and in place; and

WHEREAS, the attached Retirement Agreement succinctly states an agreement between the City and Ms. Caskie that assures the City continuity in operations while the City works to select Ms. Caskie's successor, recognizes the good work completed during Ms. Caskie's tenure and resolves all claims or causes of action either party may have as to the other party.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE SPRING HILL BOARD OF MAYOR AND ALDERMEN APPROVE THE ATTACHED RETIREMENT AGREEMENT AND GRANTS TO THE MAYOR AND CITY ATTORNEY THE AUTHORITY TO EXECUTE AND OTHERWISE EFFECTUATE THE AGREEMENT BY AND BETWEEN THE PARTIES.

Passed and adopted by the Board of Mayor and Alderman of the City of Spring Hill, Tennessee, on August 19, 2024.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

Patrick M. Carter, City Attorney

RETIREMENT AGREEMENT

THIS RETIREMENT AGREEMENT (the “Agreement”) is made and entered into effective for all purposes and all respects as of August 19, 2024, by and between THE CITY OF SPRING HILL, TENNESSEE (as represented by its Mayor and Board of Aldermen serving in their official capacity) (“EMPLOYER”) and PAMELA S CASKIE (“EMPLOYEE”), together, “the parties”.

WHEREAS, EMPLOYEE’s employment with the City is ending sooner than her existing contractual end date and the EMPLOYEE intends to retire as opposed to resign; and

WHEREAS, the parties seek to resolve all claims or causes of action which could be asserted by or against either of the parties, and even though the parties deny the basis of any and all such claims or causes of action, if any such existed, the parties desire that this employment relationship ends the date identified in this Agreement; and

WHEREAS, EMPLOYEE is a contract employee, whose contract with the EMPLOYER expires October 31, 2025, and

WHEREAS, the EMPLOYER and EMPLOYEE have mutually agreed to end their contractual relationship earlier than the expiration date of the contract, and

WHEREAS, EMPLOYER has agreed to pay certain consideration to EMPLOYEE in return for this Agreement; and

WHEREAS, EMPLOYER has determined it is in the best interests of EMPLOYER and the citizens of Spring Hill to provide consistency to EMPLOYER’s staff and operations and to ensure an orderly transition to EMPLOYEE’s ultimate successor; and

WHEREAS, EMPLOYEE has made commitments and promises of acknowledged value to EMPLOYER; and

WHEREAS, each party to this Agreement has made the decision and determination that it or she has sufficient information necessary to enter into and execute this Agreement.

NOW, THEREFORE, for and in consideration of the agreements, covenants, Agreements, and obligations contained herein, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. EMPLOYEE agrees to continue to be employed by EMPLOYER and faithfully, professionally, and responsibly conduct her official duties until the first Friday of her Successor's reporting or with a 30 day notice by either party, whichever is sooner.

2. Upon execution of this Agreement by both parties and the fulfillment of all its terms, EMPLOYER agrees to: (i) compensate EMPLOYEE Fifty-nine thousand, five hundred and thirty dollars and fifty-eight cents (\$59,530.58) less statutory deductions, to be paid in a lump sum (the "retirement payment") no later than 30 days following EMPLOYEE's last day of employment; (ii) Compensate EMPLOYEE for each hour of unused annual leave, without regards to any other hour cap at her existing hourly rate of \$85.87, less statutory deductions; (iii) Give EMPLOYEE her City-provided laptop computer and Remarkable device for and in full and complete satisfaction and settlement of any and all claims or causes of action which EMPLOYEE could assert arising directly or indirectly out of, or in any way connected with, based upon, or related to her employment by EMPLOYER or to the termination of that employment, pursuant to or arising under or out of any statute, common law, regulation, and/or ruling, whether federal or municipal. The payment set forth in Exhibit (i) above is calculated as follows: the EMPLOYEE'S annual pay divided by 12 months and then multiplied by 4 to represent four month of salary. The EMPLOYEE agrees and acknowledges that she is entitled to no other retirement

payments or severance benefits and that no payments described here will be made unless and until the provisions of Paragraph 13 below have been complied with.

3. This Agreement is made by the parties to avoid the threat of future litigation and shall never, at any time, for any purpose, be considered as an admission of liability, fault, or responsibility on the part of any party or representative thereof.

4. EMPLOYEE hereby absolutely, unconditionally, and forever releases, acquits, and discharges EMPLOYER and EMPLOYER's representatives, officers, directors, employees, and agents, from any and all actions, causes of action, suits, debts, costs, expenses, damages, losses, claims, liabilities, and demands of any character, nature or kind, whether known or unknown, matured or contingent, liquidated or unliquidated, in law, equity, or otherwise, which any party ever had, now has or can, shall or may have arising from or relating to EMPLOYEE's employment by EMPLOYER and/or the cessation of the employment. This Agreement expressly extends to all claims based on the present and future effects of past acts of EMPLOYER. The general Agreement in this paragraph is intended specifically to include, but is not limited to, all claims or causes of action which any party could, might or may assert arising under any federal, state, or local statute or ordinance providing any remedy, **including, but not limited to**, claims or causes of action arising under Title VII of the Civil Rights Act of 1964, as amended, the Fair Labor Standards Act, the Americans with Disabilities Act, the Equal Pay Act, which prohibits paying men and women unequal pay for equal work, and the Tennessee Human Rights Act.

5. The agreements, covenants, representations, and warranties of the parties set forth in this Agreement shall survive the date of the Agreement and the performance by the parties of any and all obligations under it. All such agreements and covenants shall be binding and enforceable against the parties bound thereby in accordance with their terms.

6. Notwithstanding anything contained in this Agreement to the contrary, nothing herein, expressed or implied, is intended to confer on any person or entity, other than the parties hereto or their respective officers, directors, representatives, employees, agents, successors, heirs, executors, estates and personal and legal representatives, any rights, remedies, obligations, or liabilities under, or by reason of, this Agreement.

7. This Agreement constitutes the final written expression of all of the agreements between the parties with respect to the subject matter hereof and is a complete and exclusive statement of those terms. The only consideration for the EMPLOYEE's execution of this Agreement is as set out above, and the EMPLOYEE agrees that no representations, promises or agreements of any kind, other than the express terms of this Agreement, have been made to or with her by any person or entity whatsoever to cause her to sign this Agreement.

8. It is understood and agreed that the payments and any other consideration referred to above shall not be deemed to be an admission of liability by EMPLOYER.

9. EMPLOYEE promises never to file or participate in a lawsuit, arbitration, or other legal proceeding asserting any claims that are released pursuant to this Agreement, except to enforce the rights created by this Agreement, as stated in Paragraph 4 above. If the EMPLOYEE breaches her promise and files or participates in a legal proceeding based on any such related claims, EMPLOYER's obligation to make the payments and benefits referred to in Paragraph 1 above shall terminate immediately, and the EMPLOYEE will (i) repay to EMPLOYER any money paid to her pursuant to this Agreement other than as statutorily required; (ii) pay for all costs incurred by EMPLOYER, including reasonable attorneys' fees, in defending against her claim; and (iii) pay all other damages awarded by a court of competent jurisdiction.

10. EMPLOYEE promises that she will not disparage, debase, or demean EMPLOYER and EMPLOYER's representatives, officers, directors, employees, and agents. EMPLOYER

promises it will not disparage, debase, or demean EMPLOYEE. EMPLOYER promises to provide EMPLOYEE with a neutral reference.

11. EMPLOYEE promises and agrees that she will not seek employment from EMPLOYER in the future.

12. The jurisdiction and venue with regards to enforcement of this Agreement shall be in the state or federal courts for Maury County, Tennessee.

13. The persons who have executed this Agreement represent and warrant that they understand all the terms of this Agreement, that they are duly authorized and permitted to enter into this Agreement on behalf of the respective party for whom they are signing, and that they enter into this Agreement voluntarily.

14. EMPLOYEE acknowledges that:

- (i) she has been advised to consult an attorney prior to signing this Agreement;
- (ii) she has twenty-one (21) days after the date this Agreement is given to her to sign and deliver the signed copy of the Agreement to EMPLOYER (although she may choose to sign and deliver the Agreement sooner);
- (iii) she has a period of seven (7) days after a signed copy of this Agreement is delivered to EMPLOYER to cancel and revoke it;
- (iv) she has read and fully understands all of the provisions of this Agreement and she is knowingly and voluntarily agreeing to its terms;
- (v) should she rescind her acceptance of this Agreement as provided in subparagraph (iii) above, EMPLOYER has no obligation to pay her any part of the Retirement Agreement amount described herein other than as statutorily required.

IN WITNESS WHEREOF, EMPLOYER and EMPLOYEE have executed this Agreement as of the date above written.

I, Pamela S. Caskie, understand that I have twenty-one (21) days to consider the offer made to me in this Agreement. My signature below affirms that I have knowingly and voluntarily elected to shorten that period.

CITY OF SPRING HILL, TENNESSEE

By: _____
JIM HAGAMAN, Mayor

PAMELA S. CASKIE

RESOLUTION NO 24-209

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR THE SELECTION OF A SEARCH FIRM TO ASSIST WITH THE RECRUITING AND HIRING OF A CITY ADMINISTRATOR

WHEREAS, the current City Administrator has announced plans to retire; and

WHEREAS, the City of Spring Hill recognizes the need to recruit and hire a highly qualified individual to fill the position of City Administrator; and

WHEREAS, the recruitment and selection of a City Administrator is a critical process that requires specialized expertise and resources; and

WHEREAS, the City does not have the internal capacity or resources to effectively conduct a comprehensive search for the City Administrator position; and

WHEREAS, the City seeks to engage the services of a professional search firm with experience in municipal executive recruitment to assist in identifying and assisting with the selection of the most suitable candidate for the position; and

WHEREAS, the Board of Mayor and Aldermen desires to issue a Request for Proposals (RFP) to solicit bids from qualified search firms to provide the necessary services for this purpose.

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

1. The Board of Mayor and Aldermen hereby authorizes and directs the City Attorney and Human Resources Director, to prepare and issue a Request for Proposals (RFP), substantially similar to exhibit #1, hereto for the purpose of selecting a search firm to assist in the recruiting and hiring of a City Administrator.
2. Scope of Services: The RFP shall outline the scope of services to be provided by the selected search firm, including, but not limited to, the development of a recruitment strategy, candidate sourcing, screening and evaluation, interview facilitation, and assistance with the final selection process.
3. Proposals received in response to the RFP shall be evaluated based on criteria established by the Spring Hill Board of Mayor and Aldermen, and the most qualified firm shall be recommended for contract award.

Passed and adopted by the Spring Hill Board of Mayor and Aldermen on August 19, 2024.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Exhibit #1

REQUEST FOR PROPOSALS
CITY ADMINISTRATOR EXECUTIVE RECRUITMENT SERVICES

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

BID OPENING DATE: August 20, 2024, 8:00am
DEADLINE FOR QUESTIONS: October 23, 2024, 5:00pm
RESPONSE DEADLINE: October 25, 2024, 5:00pm

RESPONSES MUST BE SUBMITTED TO:

Chris Clausi, HR Director
199 Town Center Parkway
Spring Hill, TN 37174

City of Spring Hill
REQUEST FOR PROPOSALS

City Administrator Executive Recruitment Services

- I. Introduction.....
- II. Instruction To Proposers.....
- III. Scope of Work
- IV. Evaluation Criteria
- V. Vendor Questionnaire.....

Attachments:

- A - Affidavit of Non-Collusion Form
- B - Contract form
- C - IRAN_DIVESTMENT_ACT_REQUIREMENTS

Title: City Administrator Executive Recruitment Services

1. Introduction

1.1. Summary

Request for Proposals

The City of Spring Hill is seeking proposals for Executive recruitment services for the position of City Administrator.

Proposals must be submitted in the format specified in the Request for Proposals. All proposals will be due on Monday, October 28, 2024, at 2:00pm local time.

Questions concerning the Request for Proposals should be submitted by email to the HR Director, Chris Clausi, cclausi@springhilltn.org.

Verbal submitted quotations will not be accepted. The City of Spring Hill reserves the right to reject any and/or all proposals, to waive any irregularities or informalities in a proposal, and to accept any proposal, which, in its opinion, may be for the best interest of the City.

1.2. Background

Spring Hill, Tennessee, is a rapidly growing city located within both Maury and Williamson counties. Over the past two decades, the city has experienced significant growth, with the population increasing by 549% from just over 8,000 in 2000 to approximately 55,800 in 2022. This growth has positioned Spring Hill as one of the fastest-expanding cities in the state, while still maintaining its welcoming and community-oriented atmosphere. The city's diverse population includes young families, professionals, and retirees, supported by over 85 developed subdivisions offering a range of residential options.

The City of Spring Hill is governed by a Mayor-Alderman form of government and offers a wide array of services to its residents. The city's financial health is robust, evidenced by its strong bond ratings from major credit agencies such as Moody's and S&P, and a well-managed budget that supports its continued growth and development. The city operates with a commitment to transparency and fiscal responsibility, ensuring that its resources are used effectively to benefit the community.

Spring Hill is not only a residential hub but also a vibrant economic center. It hosts major businesses such as General Motors' all-electric LYRIQ assembly plant and the cutting-edge soundstage and production studios of Worldwide Stages. The city's strategic location, amid farmland, industries, and a growing residential market, contributes to its economic vitality. Spring Hill has also been recognized nationally, being named the best city in Tennessee for remote workers by Zippia in 2020 and the 7th safest city in Tennessee by SafeWise in 2023.

The City of Spring Hill prides itself on the quality of life and economic opportunities created by our dedicated City team. This commitment makes Spring Hill an attractive place to live, work, and invest. As we embark on the search for a new City Administrator, we seek a company that can help us find a leader who will continue to drive the city's progress and uphold the values that make Spring Hill a great place to call home.

Title: City Administrator Executive Recruitment Services

1.3. Timeline

All times are Central Time.

Release Project Date	August 20, 2024
Question Submission Deadline	October 23, 2024 5:00pm
Question Response Deadline	October 25, 2024 5:00pm
Proposal Submission Deadline	October 28, 2024 2:00pm

Title: City Administrator Executive Recruitment Services

2. Instruction To Proposers

2.1. Proposer Submission

The City of Spring Hill (hereinafter, "the City") is seeking proposals for Executive recruitment services for a City Administrator position. All proposals must be submitted by Monday, October 28, 2024 at 2:00pm local time.

2.2. Receipt and Opening of Proposal

Sealed proposals will be received by the City of Spring Hill through hand delivery, courier, or regular mail until 2:00pm, local time, on Monday, October 28, 2024, at which time said proposals will be publicly opened. Copies of the Request for Proposals document may be obtained through email or picked up in person from April Goad, City Recorder at the City of Spring Hill City Hall. Three (3) original copies and one (1) digital/electronic (PDF) copy of the Proposal shall be submitted in a sealed envelope to:

"City Administrator Executive Recruitment Services"
Chris Clausi, HR Director
199 Town Center Parkway (if hand delivered or by courier or overnight service)
P.O. Box 789 (if delivered by regular mail)
Spring Hill, TN 37174

Any proposal received after the established closing date and time will not be accepted. The competitive sealed proposals shall not be disclosed during the negotiation and evaluation process, which shall follow their submittal and opening, but they shall be made open for public inspection after the intent to award the contract to a particular proposer is announced.

2.3. Definitions

The terms "proposer", "contractor", "vendor" and "firm" may be used interchangeably in this RFP and shall refer to the entities submitting a response to this RFP or to the entity with whom the City enters into a contract as a result of this solicitation.

2.4. Site Inspection

Before submitting a proposal, each proposer should make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of these documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

2.5. Preparation of Proposal

1. Proposal Submittal

Proposal should be submitted in the following format:

Title: City Administrator Executive Recruitment Services

- A. **Title Page:** Indicate the name of firm, address, telephone number, name of primary contact person, email address for the primary contact person and date of submittal.
- B. **Introduction:** Provide a profile of the firm, including, but not limited to, the approximate number of professional staff employed, how long your firm has been in business and how long the firm has been conducting City Manager/Administrator searches. Indicate the name(s), title(s), and telephone number(s) of the person(s) who will be authorized to make representation for and to bind the firm.
- C. **Information Included in Response:**
1. Describe your proposed strategy to complete the recruitment, including a general statement of the philosophy of the firm and how the firm will tailor the process for Spring Hill's search. Indicate any additional information for consideration of your firm's qualifications for conducting this recruitment.
 2. Provide a list of the respondent's city Administrator/administrator placements in the past five years, including the size of the municipality.
 3. Provide contact names, telephone numbers and email addresses of these clients. The City reserves the right to contact any additional individuals or firms to obtain information about the respondent. If the firm has done no such searches, details should be provided as to how the firm would proceed with the search.
 4. For all city administrator placements completed in the last seven (7) years, provide tenure duration information indicating whether the candidate is still employed in that jurisdiction or, if not, how long did they remain employed following original placement.
 5. Indicate the names, titles, placement experience, and resume(s) of the person(s) who will be assigned to this recruitment. A response to this requirement should include all contact information such as telephone number, e-mail address and web address.
 6. Provide a detailed description of how the recruitment is to be conducted, including how the firm will identify and solicit outstanding candidates that are not actively seeking positions.
 7. Describe the firm's processes and sources for conducting candidate background investigations and reference checks.
 8. Discuss the general nature and extent of benefits the City of Spring Hill is reasonably likely to experience as a result of these services.
 9. Provide a copy of a previous City Administrator position profile your firm has completed which has similarities to the position with the City of Spring Hill.

Title: City Administrator Executive Recruitment Services

10. Provide a copy of a previous City Administrator search candidate report (redacted as necessary) your firm has completed for another client similar to the City of Spring Hill.
11. It is the City's goal to have this recruitment completed within four (4) months. Provide a timetable for the recruitment from the contract execution to selection of a new City Administrator and identify if this is a realistic goal.

D. Pricing Proposal

Provide a non-binding proposed cost of the services for the scope of work presented in this RFP with a complete description of the fee structure and payment schedule that would assist in providing a full understanding of pricing options should only certain services be required. This proposal should specifically include:

1. Identification of any additional fee requirements should the initial recruitment and interview process not result in a successful hiring decision by the Board of Mayor and Alderman.
2. What guarantee does the firm offer should a hired candidate leave employment with the city during the initial twelve (12) month period following date of hire.

2. Additional Information for Proposers

Any material that will add to the persuasiveness of the proposal may be included. However, if the materials do not directly address the stated requirements, please include them in an appendix or a separate volume. The City will review and consider all materials submitted, but will concentrate on the material that directly addresses the City's stated needs. Each proposal must be submitted by the owner, a partner, or a corporate officer of the company or by an agent duly authorized to represent the contractor in submitting the proposal. Include the name and position held within contractor's organization.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the recruitment.

The City shall not be liable for any costs incurred by a respondent in preparing or submitting a proposal.

Submitted materials become the property of the City and will not be returned.

Submitted responses and any agreement or other documents created become public records that are subject to review and copying by any person making an appropriate request for public records. Submitting parties may identify in their proposals what information they deem to be proprietary information. The final determination of whether information is subject to the Tennessee Open Records Act shall be made by the City's legal counsel.

Title: City Administrator Executive Recruitment Services

During the period of evaluation, the City shall have the right to request clarification from the respondents. Such requests will be sent to the email address of the primary contact person. If any respondent fails to respond to such a request within five (5) business days from the date of the request, the City shall have the right to reject the proposal.

After all responses have been evaluated, the City may request the respondent to participate in a discussion, via conference telephone call, attendance at a Board of Mayor and Alderman meeting, or both, to respond to questions from Board of Mayor and Alderman, at the respondents' expense, for the purpose of making a final evaluation and award.

3. Scope of work

3.1. Scope of Work

The successful firm will be expected to designate a recruitment representative to assist the Board of Mayor and Alderman in all aspects of the recruitment, selection, and contract negotiation process. Expected elements of this process are outlined below:

3. Develop a detailed project timeline and provide regular status updates to the Board of Mayor and Alderman.
4. Review the City's previously prepared City Administrator position recruiting profile with Board of Mayor and Alderman.
5. Develop a recruitment brochure.
6. Recommend to the Board of Mayor and Alderman an advertising strategy and marketing campaign to notify potential candidates and identify where advertisements will be published.
7. Conduct a professional search and recruitment effort utilizing local, regional and national contacts to seek qualified candidates, including those who may not otherwise have an interest in this position.
8. Define the preliminary screening process and the detailed steps used to narrow the field of candidates to those that most closely match the needs of the City.
9. Receive resumes and conduct review and screening of initial candidates, providing periodic status updates.
10. Conduct detailed background and professional reference checks, including but not limited to verification of education background, criminal/civil litigation checks, financial/credit background checks, and media checks on up to **10** recommended finalists.
11. Present a written report on employment background, personal strengths, accomplishments, recommendations, and personal and professional references for top candidates.

Title: City Administrator Executive Recruitment Services

12. Facilitate the Board of Mayor and Alderman process to review the list of finalist candidates to select a final candidate interview group.
13. Recommend for Board of Mayor and Alderman approval the finalist interview process and facilitate that process.
14. Coordinate travel arrangements and associated expense recordkeeping, etc.
15. Provide recommended questions for on-site interviews for consideration of Board of Mayor and Alderman.
16. Administer all correspondence with applicants through the process, including notification of unsuccessful candidates; and
17. Assist the City in developing final employment offer and relocation package (if required) to selected candidate.

Title: City Administrator Executive Recruitment Services

4. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Firm Profile and Experience</p> <p>Proposals will be evaluated based on the overall experience/success of the firm in city Administrator/administrator recruitment processes over the past two years, including example recruitment materials.</p>	Points Based	20 <i>(19.6% of Total)</i>
2.	<p>Proposed Recruitment Process Plan/Strategy</p> <p>Proposals will be evaluated based on the proposed recruitment plan presented in the proposal.</p>	Points Based	30 <i>(29.4% of Total)</i>
3.	<p>Experience of Proposed Assigned Recruitment Consultant</p> <p>Proposals will be evaluated based on the overall experience of the staff member proposed to be assigned as the lead consultant for the City's recruitment process.</p>	Points Based	30 <i>(29.4% of Total)</i>
4.	<p>Pricing Information</p> <p>Proposals will be evaluated based on the pricing information submitted by the vendor.</p>	Points Based	20 <i>(19.6% of Total)</i>
5.	<p>Conflict of Interest</p> <p>Provide names of persons or entities associated with the proposer who may have a conflict of interest if the proposals is accepted, including details and reasons. Proposers are subject to disqualification on the basis of conflict of interest as determined by the City.</p>	Pass / Fail	1 <i>(1% of Total)</i>
6.	<p>Exceptions</p> <p>If no exceptions are taken, proposers shall certify that they take no exception to this RFP. If the proposer does take exception to any portion of the RFP, the specific portion of the RFP to which exception is taken shall be identified and fully explained and should be noted as part of the proposal submission. This section must be completed and submitted with each proposal or the proposal will be rejected.</p>	Pass / Fail	1 <i>(1% of Total)</i>

10

Title: City Administrator Executive Recruitment Services

5. Vendor Questionnaire

5.1. Proposal*

Please upload your Proposal here.

*Response required

5.2. Pricing Proposal*

Please upload a copy of your pricing proposal.

*Response required

5.3. Conflict of Interest

Please upload any documents pertaining to Conflict of Interest here.

5.4. Exceptions*

Please upload any documentation pertaining to exceptions here. If there are no exceptions, please upload documentation certifying that the proposer takes no exception to this RFP.

*Response required

5.5. Contract*

Vendor acknowledges receipt and review of the City's proposed contract which is attached, and agrees that this Contract, this RFP, and the successful Vendor's proposal, when accepted by the Board of Mayor and Alderman of the City of Spring Hill, constitute binding obligations to the successful Vendor. Any proposed changes to this Contract must be included with Exceptions above to be considered by the City. Failure to submit Exceptions to the Contract constitutes an acceptance of the City's terms as presented.

Please confirm

*Response required

5.6. Iran Divestment Certification*

Please download the below documents, complete, and upload.

RESOLUTION 24-210

A RESOLUTION TO AUTHORIZE ANNUAL BUILDING & PERSONAL PROPERTY AND LIABILITY INSURANCE RENEWAL WITH PUBLIC ENTITY PARTNERS

WHEREAS, the City of Spring Hill obtains liability and auto physical damage insurance, workers' compensation insurance and property insurance coverage through Public Entity Partners; and

WHEREAS, the policy renews July 1st of each fiscal year; and

WHEREAS, the City of Spring Hill has received the renewal invoice for Worker's Compensation, Building and Personal Property and Liability coverage for the 2024-25 fiscal year;

WHEREAS; funds for payment of the premiums are included within the General, Water/Sewer, Sanitation, Stormwater and Internal Service Funds within the FY 2024-25 budget; and

WHEREAS; City staff has reviewed the invoices and recommends payment for worker's compensation, property and liability insurance renewal

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill authorizes the \$532,599.00 for Worker's Compensation, \$260,184.00 for Buildings & Personal Property and \$347,932.00 for liability insurance renewal with Public Entity Partners.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of August 2024.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: Approval of Resolution 24-210

SUBMITTED BY: Pam Caskie, City Administrator
April Goad, City Recorder

DATE:

RE: Public Entity Partners 2024-2025 Annual Worker’s Compensation, Building & Personal Property and Liability Insurance Renewals

ATTACHMENTS: PEP Invoice 2510214-IN, 2550071-IN and 2520100-IN

RESOLUTION 24-210, A RESOLUTION TO AUTHORIZE ANNUAL INSURANCE RENEWAL WITH PUBLIC ENTITY PARTNERS

BACKGROUND INFORMATION: The City of Spring Hill obtains insurance coverages through Public Entity Partners and the policies renew July 1 of each year. The City received invoices from Public Entity Partners for the FY 2024 - 2025 insurance premium renewals in July and the invoice will be due shortly thereafter for an estimated payment amount of \$1,140,706.00.

Public Entity Partners administers payment of claims, which is coordinated with City staff. The premium breakdown for FY 2024 - 2025 by policy is listed below with a comparison from the last fiscal amount:

	<u>FY 2023-24</u>	<u>FY 2023-2024</u>
Worker’s Comp	\$464,358.00	\$532,599.00
Property	\$232,880.00	\$260,184.00
Liability	\$337,422.00	\$347,923.00

Funds are budgeted and unencumbered within the Insurance Premiums line items in departments within the General Fund, Water/Sewer, Sanitation, Stormwater and Internal Service funds to pay all insurance policy premiums.

ATTACHMENTS: Resolution No. 24-210, related invoices and policies.

RECOMMENDATION: Approval of Resolution No. 24-210



(800) 624-9698

www.PEpartners.org

Invoice Date: 7/2/2024
 Invoice Due Date: 8/16/2024
 Invoice Number: 2550071-IN

SPRING HILL, CITY OF
 PO BOX 789
 SPRING HILL, TN 37174-0789

Location Code: 2363

Agent Number: 0000

Account Number: 50-0110400

Policy No.: PPR-2363-25

Policy Period: 07/01/2024 to 07/01/2025

Renewal-Single Payment

Billing Period: 07/01/2024 to 07/01/2025

Code	Description of Coverages	Amount
51C	BUILDINGS & PERSONAL PROPERTY	\$250,018.00
52C	EDP EQUIPMENT	\$1,460.00
53C	MOBILE EQUIPMENT	\$7,689.00
C51	AUTOMATIC COVERAGES	\$120.00
58C	EMPLOYEE DISHONESTY	\$740.00
56C	THEFT/DISAPPEAR./DESTRUCTION	\$157.00

*Please send a copy of invoice
 with payment to:*

Total Invoice: \$260,184.00

PUBLIC ENTITY PARTNERS PO BOX 116553 ATLANTA, GA 30368-6553

Row Labels	Sum of Grand Total
110-41320-55112	\$28.57
110-41500-55112	\$1,017.00
110-41800-55112	\$26,555.37
110-42121-55112	\$117.91
110-42123-55112	\$1,660.10
110-42150-55112	\$89.64
110-42210-55112	\$9.07
110-42220-55112	\$2,646.58
110-42500-55112	\$396.65
110-43110-55112	\$547.15
110-43120-55112	\$9,571.97
110-44400-55112	\$14.12
110-44700-55112	\$8,583.09
110-44800-55112	\$32.26
110-46100-55112	\$8.07
140-47210-55112	\$7,574.77
410-52100-55112	\$51,656.44
410-52110-55112	\$19,275.28
410-52120-55112	\$108.56
410-52210-55112	\$117,262.01
410-52220-55112	\$10,998.71
416-43150-55112	\$333.43
520-41641-55112	\$1,656.27
520-41642-55112	\$24.53
520-43170-55112	\$16.47
Grand Total	\$260,184.00



(800) 624-9698
www.PEpartners.org

Invoice Date: 7/12/2024
Invoice Due Date: 8/26/2024
Invoice Number: 2510214-IN

SPRING HILL, CITY OF
PO BOX 789
SPRING HILL, TN 37174-0789

Location Code: 2363
Agent Number: 0000

Account Number: 10-0110400

Policy No.: PWC-0300-25
Renewal-Single Payment

Policy Period: 07/01/2024 to 07/01/2025
Billing Period: 07/01/2024 to 07/01/2025

Code	Description of Coverages	Amount
13C	WORKERS' COMPENSATION	\$559,264.00
DCW	MEMBER DIVIDEND CREDIT - WCP	\$(26,665.00)

Please send a copy of invoice
with payment to:

Total Invoice: \$532,599.00

PUBLIC ENTITY PARTNERS
PO BOX 116553
ATLANTA, GA 30368-6553

Fund	Division		Grand Total
110	41100	51461	\$1,351.22
110	41200	51461	\$660.45
110	41310	51461	\$15,330.96
110	41320	51461	\$6,214.10
110	41500	51461	\$19,392.61
110	41650	51461	\$8,713.67
110	41700	51461	\$5,843.78
110	42110	51461	\$15,847.94
110	42121	51461	\$21,769.44
110	42123	51461	\$74,741.05
110	42150	51461	\$32,419.32
110	42210	51461	\$10,180.26
110	42220	51461	\$118,049.61
110	42230	51461	\$4,696.01
110	42240	51461	\$6,463.27
110	42500	51461	\$2,457.39
110	43100	51461	\$6,507.91
110	43110	51461	\$23,325.32
110	43120	51461	\$4,377.19
110	44400	51461	\$4,167.99
110	44700	51461	\$5,256.65
110	44800	51461	\$14,190.07
110	46100	51461	\$7,864.62
110	46200	51461	\$14,166.03
110	47220	51461	\$2,672.23
210	43200	51461	\$7,261.31
410	52010	51461	\$6,325.44
410	52100	51461	\$17,170.81
410	52110	51461	\$15,811.16
410	52210	51461	\$12,460.08
410	52220	51461	\$11,310.36
416	43150	51461	\$8,622.93
520	41641	51461	\$2,711.96
520	41642	51461	\$3,666.46
520	41800	51461	\$5,011.40
520	43170	51461	\$6,243.04
520	46300	51461	\$9,344.94
Grand Total			\$532,599.00

Remote Attachment:

[Link: Property Policy 2024 \(https://.../6c877bad5f0600069845d91a3ac0f.pdf\) \(LINK\)](https://.../6c877bad5f0600069845d91a3ac0f.pdf)



2024 Fund Year Workers' Compensation Policy

Thank you for trusting Public Entity Partners with your Workers' Compensation coverage and risk management program. Enclosed is your 2024 Fund Year Workers' Compensation Renewal Policy. Our mission is to partner with Tennessee governmental entities in providing effective risk management products and services with a commitment to member best interests. Please note that the policy document is not an invoice. The member will receive an invoice directly from our finance team.

Attached to your policy document is the Workers' Compensation Pharmacy First Fill Card. Please save a copy of this form. In the event that your employee needs a prescription filled for a work-related injury before they receive their permanent pharmacy card, he or she can utilize the First Fill card.

As we shared on the cover letter for your renewal applications, during the board of directors annual base rate evaluation, no changes were made to workers' compensation base rates. In addition, the board of directors has declared a \$4 million dividend, with \$3 million being allocated to workers' compensation. If you are eligible for a dividend, it will be reflected on your 2024/2025 renewal invoice. Because the dividend is not guaranteed each year, we recommend the dividend be excluded from premium comparisons.

We encourage members to use our online portal. Members can file claims, view claims information, and access loss control guidelines online. If you are not already set up to do so, you can request access by emailing MemberServices@PEPartners.org.

Please feel free to reach out to our team if we can assist you in any way.

Sincerely,

The Public Entity Partners Team

800.624.9698 562 Franklin Road, Suite 200 Franklin, TN 37069 www.pepartners.org



Optum
PO Box 152539
Tampa, FL 33684-2539

MAKING IT EASY... TO GET WORKERS' COMPENSATION PRESCRIPTIONS FILLED.

Optum has been chosen to manage your workers' compensation pharmacy benefits for your employer or their insurer. Below is your First Fill card that will allow you to receive your injury-related prescriptions at your local pharmacy. Please fill out the card based on the instructions below. Please note this First Fill card is valid for 10 days from initial use. However, if your claim is accepted and set up with Public Entity Partners, you will need to process your prescriptions using your permanent pharmacy card, even if it is within that 10 day period.

Injured Employee:



If you need a prescription filled for a work-related injury or illness, go to an Optum Tmesys® network pharmacy. Give this temporary card to the pharmacist. The pharmacist will fill your prescription at low or no cost to you.



If your workers' compensation claim is accepted, you will receive a more permanent pharmacy card in the mail. Please use that card for other work-related injury or illness prescriptions.



Most pharmacies and all major chains are included in the network. To find a network pharmacy call 1-866-940-4459 or visit www.tmesys.com.

If you have any questions or need assistance, please contact or have the pharmacy contact Optum at:



1-866-940-4459

WORKERS' COMPENSATION PRESCRIPTION DRUG PROGRAM

Public Entity Partners Workers' Compensation Program

CARRIER/TPA _____ EMPLOYER _____

INJURED WORKER NAME _____

Please provide directly to Pharmacist

SOCIAL SECURITY NUMBER _____ DATE OF INJURY (YYMMDD) _____

Notice to Cardholder: Present this card to the pharmacy to receive medication for your work-related injury. To locate a pharmacy: tmesys.com.

Attention Pharmacists: Enter RxBIN, RxPCN and GROUP. Member ID # format is the date of injury and SSN combined as follows: YYMMDD123456789.

Tmesys is the designated PBM for this patient.

Tmesys Pharmacy Help Desk
1-866-940-4459

	NDC	or	Envoy
RxBIN	004261	or	002538
RxPCN	CAL	or	Envoy Acct. #
GROUP	PEPFF		

NOTE: This First Fill card is only valid for your workers' compensation injury or illness.



Employer:

Immediately upon receiving notice of injury, fill in the information above and give this form to the employee.

The following entities comprise the Optum Workers Compensation and Auto No Fault division: PMSI, LLC, dba Optum Workers Compensation Services of Florida; Progressive Medical, LLC, dba Optum Workers Compensation Services of Ohio; Cypress Care, Inc. dba Optum Workers Compensation Services of Georgia; Healthcare Solutions, Inc., dba Optum Healthcare Solutions of Georgia; Settlement Solutions, LLC, dba Optum Settlement Solutions; Procura Management, Inc., dba Optum Managed Care Services; Modern Medical, dba Optum Workers Compensation Medical Services, collectively and individually referred as "Optum."



IMP14-1614-247_PEPFF



Optum
PO Box 152539
Tampa, FL 33684-2539

HACEMOS MÁS SENCILLO... EL ABASTECIMIENTO DE LAS RECETAS MÉDICAS DEL PROGRAMA DE COMPENSACIÓN POR ACCIDENTES LABORALES.

Optum ha sido elegido para administrar los beneficios farmacéuticos de su programa de compensación por accidentes laborales para su empleador o su asegurador. Más adelante incluimos su tarjeta First Fill que le permitirá recibir las recetas médicas relacionadas con su lesión en su farmacia local. Llene esta tarjeta siguiendo las instrucciones que se indican a continuación. *Tenga en cuenta que esta tarjeta First Fill es válida por 10 días desde su primer uso. Sin embargo, si su reclamación es aceptada y registrada por Public Entity Partners, deberá procesar sus recetas médicas utilizando su tarjeta farmacéutica permanente, incluso si es dentro de ese periodo de 10 días.*

Empleado lesionado:



Si necesita que se le abastezca su receta médica para una lesión o enfermedad relacionada con su trabajo, visite una farmacia de la red Optum Tmesys®. Entregue esta tarjeta temporal al farmacéutico. El farmacéutico abastecerá su receta médica bajo costo o sin costo alguno.



Si se acepta su reclamación del programa de compensación por accidentes laborales, recibirá una tarjeta permanente por correo. Use esa tarjeta para otras recetas médicas de lesiones o enfermedades relacionadas con su trabajo.



La mayoría de farmacias y todas las grandes cadenas de farmacias forman parte de la red. Para encontrar una farmacia de la red, llame al 1-866-940-4459 o visite www.tmesys.com.

Si tiene alguna pregunta o necesita ayuda, comuníquese o haga que la farmacia se comunique con Optum al:



1-866-940-4459

WORKERS' COMPENSATION PRESCRIPTION DRUG PROGRAM

Public Entity Partners Workers
Compensation Program

PORTADORA _____ EMPLEADOR _____

NOMBRE DEL TRABAJADOR LESIONADO _____

Please provide directly to Pharmacist

NUMERO DE SEGURO SOCIAL _____ FECHA DE ALA LESION (AAMMDD) _____

Aviso para el titular de la tarjeta: Presente esta tarjeta a la farmacia para recibir los medicamentos para la lesión relacionada con su trabajo. Para ubicar una farmacia, visite tmesys.com.

Attention Pharmacists: Enter RxBIN, RxPCN and GROUP. Member ID # format is the date of injury and SSN combined as follows: YYMMDD123456789.

Tmesys is the designated PBM for this patient.

Tmesys Pharmacy Help Desk

1-866-940-4459

	NDC	Envoy
RxBIN	004261	or 002538
RxPCN	CAL	or Envoy Acct. #
GROUP	PEPFF	

NOTA: Esta tarjeta First Fill solo es válida para una lesión o enfermedad cubierta por su programa de compensación por accidentes laborales.



Empleador:

Inmediatamente después de recibir un aviso sobre una lesión, llene la información antes indicada y entregue este formulario al empleado.

The following entities comprise the Optum Workers Compensation and Auto No Fault division: PMSI, LLC, dba Optum Workers Compensation Services of Florida; Progressive Medical, LLC, dba Optum Workers Compensation Services of Ohio; Cypress Care, Inc. dba Optum Workers Compensation Services of Georgia; Healthcare Solutions, Inc., dba Optum Healthcare Solutions of Georgia; Settlement Solutions, LLC, dba Optum Settlement Solutions; Procura Management, Inc., dba Optum Managed Care Services; Modern Medical, dba Optum Workers Compensation Medical Services, collectively and individually referred as "Optum."



IMP14-1614-247_PEPFF



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

Policy Number: PWC-0300-25

DECLARATIONS

Ren/Rewrite of: PWC-0300-24

ITEM 1. INSURED SPRING HILL, CITY OF PO BOX 789 SPRING HILL, TN 37174	AGENT DIRECT PO BOX 789 SPRING HILL, TN 37174
---	---

ITEM 2. POLICY PERIOD: From 07/01/2024 to 07/01/2025 **12:01 A.M. Standard Time at the Insured's Mailing Address**

ITEM 3A. WORKERS COMPENSATION COVERAGE Section One of the Policy applies to the Workers Compensation Law of the State of Tennessee

ITEM 3B. EMPLOYERS LIABILITY COVERAGE Section Two of the Policy applies to work in each state listed in Item 3A.

THE LIMITS OF OUR LIABILITY UNDER SECTION TWO ARE:

BODILY INJURY BY ACCIDENT	\$ 1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	\$ 1,000,000	POLICY LIMIT
BODILY INJURY BY DISEASE	\$ 1,000,000	EACH EMPLOYEE

ITEM 3C. OTHER STATES COVERAGE Section Three of the Policy applies to the states, if any, listed here. All States except ND, WA, WY, OH and those listed in 3A.

ITEM 4. FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

- WC Declarations 7-1-2022
- WC Schedule 7-1-2015
- Endorsement - Voluntary Compensation Medical 7-1-2020
- Endorsement - Voluntary Compensation Accident 7-1-2020
- Deductible Endorsement 7-1-2015
- Workers Comp Coverage Policy 7-1-2022

ITEM 5. In return for the payment of premium for each policy period and subject to all of the terms of the policy, the insurer agrees to provide you with the coverages reflected on this declaration page and attached schedule. Adjustment of the premium will be made annually by audit after the expiration of each policy period.

ITEM 5A. PER OCCURRENCE DEDUCTIBLE: \$1,000

VOLUNTARY ACCIDENT WEEKLY BENEFIT: \$600

ONE YEAR POLICY	
<u>Premium for this Policy Period</u>	
MANUAL PREMIUM	\$945,022
INCREASED LIMITS FACTOR	1.028
EXPERIENCE MODIFICATION	.904
SCHEDULE MODIFICATION	.800
OTHER PREMIUM MODIFICATION	.950
DEDUCTIBLE/RETENTION FACTOR	.900
ONE YEAR POLICY FACTOR	.980
TN DRUG FREE WORKPLACE FACTOR	.950
COMBINED MODIFICATION FACTOR	<u>.5918</u>
TOTAL ESTIMATED POLICY PREMIUM	<u>\$559,264</u>

PUBLIC ENTITY PARTNERS

562 Franklin Rd. Suite 200, Franklin, TN 37069

WORKERS COMPENSATION SCHEDULE

INSURED: 2363 SPRING HILL, CITY OF

Policy Number: PWC-0300-25

Effective Date: 07/01/2024

WORKERS COMPENSATION COVERAGE

CLASSIFICATION	CODE	# of Empl		ANNUAL PAYROLL	NET RATE	NET PREMIUM
		FT	PT			
Ambulance Service Drivers/Emergency Medical Service	7370	0	0	0	3.772	0.00
Animal Control	8831	0	0	0	2.970	0.00
Automobile Repair Shop	8380	4	0	261,840	3.034	7,944.23
Building/Maintenance	9015	4	0	208,790	3.342	6,977.76
Cemeteries	9220	0	0	0	3.676	0.00
City Managers/Administrative	8742	5	0	630,095	0.260	1,638.25
Clerical/Office	8810	52	4	4,176,789	0.094	3,926.18
Electric Distribution (excluding Clerical)	7539	0	0	0	2.726	0.00
Firefighters	7710	76	2	5,461,843	2.352	128,462.55
Garbage or Refuse Collection and Drivers (including Landfill)	9403	4	0	203,505	4.626	9,414.14
Gas Distribution (excluding Clerical)	7502	0	0	0	1.900	0.00
Housing Authority - Administrative	8742	0	0	0	0.366	0.00
Housing Authority - Building/Maintenance	9015	0	0	0	2.497	0.00
Housing Authority - Clerical	8810	0	0	0	0.130	0.00
Inspectors - Outside	9410	11	0	764,378	2.588	19,782.10
Parks and Recreation	9102	5	7	457,930	2.116	9,689.80
Police Officers (excluding Dispatchers)	7720	70	0	5,479,782	3.989	218,588.50
Public Library or Museum	8810	9	6	721,244	0.148	1,067.44
School (Bus Drivers)	7380	0	0	0	2.918	0.00
Schools (Professional Employees and Clerical)	8868	0	0	0	0.132	0.00
Schools (All Other)	9101	0	0	0	1.367	0.00
Sewage Disposal Plant Operation	7580	7	0	431,537	1.657	7,150.57
Sewer Cleaning/Maintenance	9402	9	0	513,524	2.610	13,402.98
Social Services	8742	0	0	0	0.866	0.00
Street Cleaning	9402	6	0	366,825	2.622	9,618.15
Street/Road Paving and Maintenance	5506	22	1	1,209,423	6.915	83,631.60
Waterworks (excluding Clerical)	7520	22	0	1,399,988	2.628	36,791.68
Welfare and Transit Bus Drivers	7382	0	0	0	5.060	0.00
Airports	7423	0	0	0	2.091	0.00
Engineers	8601	1	0	83,997	0.640	537.58

VOLUNTARY COMPENSATION MEDICAL COVERAGE

CLASSIFICATION	CODE	# of Empl		ANNUAL PAYROLL	NET RATE	NET PREMIUM
		FT	PT			
Volunteer Firefighters	7711	0	0	0	15.742	0.00
Auxiliary/Reserve Police Officers	7720	0	1	0	15.594	15.59
Volunteer Medical Providers	7370	0	0	0	18.003	0.00
Elected Officials	8742	0	9	0	4.586	41.27

VOLUNTARY COMPENSATION ACCIDENT COVERAGE

CLASSIFICATION	CODE	# of Empl		ANNUAL PAYROLL	NET RATE	NET PREMIUM
		FT	PT			
Volunteer Firefighters	7711	0	0	0	189.968	0.00
Auxiliary/Reserve Police Officers	7720	0	1	0	184.050	184.05
Volunteer Medical Providers	7370	0	0	0	189.968	0.00
Elected Officials	8742	0	9	0	44.385	399.46

TOTALS **307** **30** **22,371,490** **559,264**

**PUBLIC ENTITY PARTNERS
WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE**

**VOLUNTARY COMPENSATION MEDICAL COVERAGE
ENDORSEMENT**

Section 1. Application of Voluntary Compensation Medical Coverage

A. Coverage Provided by this endorsement

The Voluntary Compensation Medical Coverage Endorsement provides medical benefit coverage for unpaid or de minimus paid volunteers described in the **Schedule of Covered Volunteers** below, hereafter referred to as **Covered Volunteer**, for the following:

1. Accidental bodily injury by accident or disease, including resulting death, arising out of duties and activities as approved, directed and assigned by **you**.
2. Bodily injury by disease must be caused or aggravated by the conditions of the **Covered Volunteer's** employment with **you**. The **Covered Volunteer's** last day of last exposure to the conditions causing or aggravating bodily injury by disease must occur during the policy period.

SCHEDULE OF COVERED VOLUNTEERS

Coverage is provided only for those classes of volunteers for which a premium charge is shown on the Workers Compensation Schedule attached to this policy.

1. **Volunteer Firefighters** - While **on duty** as a volunteer member of the fire company operated by **you**.
2. **Auxiliary/Reserve Police Officers** - While **on duty** as an auxiliary/reserve police officer for **you**.
3. **Elected Officials** – While attending, traveling to or traveling from an official municipal meeting as defined by the Sunshine Law of the State of Tennessee as an elected official for **you** and any other additional official duties and activities as approved, directed, and assigned by **you**.
4. **Volunteer Medical Providers** – Qualified Paramedics, Emergency Medical Technicians and First Responders while **on duty** in the capacity of their qualified position for **you**.

On Duty means during scheduled hours on **your** premises or attending work related functions, during scheduled patrol duties or while responding to or returning from an emergency situation on **your** behalf. On duty does not include periods 'on-call' while off **your** premises and not in the process of responding to an emergency situation on **your** behalf.

Section 2. Payment of Benefits

A. Public Entity Partners will pay an amount equal to the medical benefits that would be required if **you** and the **Covered Volunteer** were subject to the Tennessee Workers' Compensation Act shown in the Schedule included with this Endorsement. Public Entity Partners will pay those amounts to the persons who would be entitled to them under the Tennessee Workers' Compensation Act.

B. Public Entity Partners will pay for medical benefits only as a result of bodily injury as defined in the Schedule included in this Endorsement. A **Covered Volunteer** only includes a volunteer whose claim is reported to Public Entity Partners. Written notice of claim must be given to Public Entity Partners as soon as reasonably possible, but in no event shall written notice be given any later than 15 (Fifteen) days after **you** and/or the **Covered Volunteer** becomes aware of a claim. For any claim submitted more than 15 (Fifteen) days after **you** and/or the **Covered Volunteer** becomes aware of said claim, Public Entity Partners maintains the sole discretion to accept or deny said claim. Written notice to Public Entity Partners means **you**, the **Covered Volunteer**, the **Covered Volunteer's** beneficiary or someone acting on behalf of any of the aforementioned, shall notify Public Entity Partners of the claim with information sufficient to identify the alleged **Covered Volunteer** and the nature of the injury claimed.

While the Tennessee Workers' Compensation Act is referenced for the purpose of defining terms in this Endorsement, this Endorsement is in no way an election for **you** to be bound by and/or provide the **Covered Volunteer** benefits pursuant to the Tennessee Workers' Compensation Act for injuries covered by this Endorsement.

Section 3. Exclusions

This Endorsement does not cover accidents and/or injuries caused by or resulting from any of the following:

1. Intentionally self-inflicted injuries;
2. Suicide or attempted suicide;
3. Pregnancy or resulting childbirth or miscarriage;
4. Any act of declared or undeclared war;
5. Misconduct of the **Covered Volunteer**;
6. Failure of the **Covered Volunteer** to obey a safety rule and/or procedure;
7. Failure of the **Covered Volunteer** to obey state and/or federal laws, statutes and/or regulations;
8. Accident occurring while a passenger on, or operating, or learning to operate, or serving as a member of the crew of any aircraft;
9. Any obligation payable under and/or imposed by a workers compensation, disability benefits, minimum wage or overtime law, unemployment compensation law or any similar local, state, or federal law or fair labor standards law;
10. Any obligation that would not be covered had the **Covered Volunteer** been subject to the applicable workers compensation law; or,
11. Bodily injury intentionally caused or aggravated by **you**.

Section 4. Conditions for Payment of Benefits

Prior to payment by Public Entity Partners of benefits to or on behalf of the **Covered Volunteer**, the **Covered Volunteer** must:

- a. Release **you** and Public Entity Partners, in writing, of all responsibility for the injury or death;
- b. Transfer to Public Entity Partners their right to recover from others who may be responsible for the injury or death; and
- c. Cooperate with Public Entity Partners and do everything necessary to enable Public Entity Partners to enforce the right to recover from others.

If the **Covered Volunteer** entitled to the benefits pursuant to this Endorsement fails to do any of these things, Public Entity Partners' duty to pay benefits pursuant to this Endorsement ends at once.

If the **Covered Volunteer** who is or may be entitled to the benefits available under this Endorsement asserts a claim for benefits and/or payments and/or claims damages payable under any other form of coverage from and/or provided by **you** or from Public Entity Partners for an accident and/or death which would otherwise potentially qualify for payment of benefits under this Endorsement, Public Entity Partners will not pay more than **our** share of benefits and costs included in this coverage and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid. Any benefits paid under this Endorsement which are also payable under any other form of coverage from and/or provided by **you** or from Public Entity Partners for an accident and/or death, that are in excess of Public Entity Partners' share of any benefit, will be reimbursed to **us** by the **Covered Volunteer** and are recoverable by Public Entity Partners from the **Covered Volunteer** by any reasonable means.

If Public Entity Partners makes a recovery from others who may be responsible for the injury or death, Public Entity Partners will keep an amount equal to Public Entity Partners' expenses of recovery and the benefits Public Entity Partners paid. Public Entity Partners will pay the balance to the person and/or entity entitled to it. If the **Covered Volunteer** who is entitled to the benefits available under this Endorsement makes a recovery from others, the **Covered Volunteer** must reimburse Public Entity Partners for the benefits Public Entity Partners paid to or on behalf of the **Covered Volunteer**.

Section 5. Employers Liability Coverage

SECTION II-2 EMPLOYERS LIABILITY COVERAGE applies to bodily injury covered by this endorsement.

**PUBLIC ENTITY PARTNERS
WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE**

**VOLUNTARY COMPENSATION ACCIDENT COVERAGE
ENDORSEMENT**

Section 1. Application of Voluntary Compensation Accident Coverage

A. Coverage Provided by this Endorsement

The Voluntary Compensation Accident Coverage Endorsement provides disability indemnity coverage for unpaid or de minimus paid volunteers described in the **Schedule of Covered Volunteers** below, hereafter referred to as **Covered Volunteers**, for accidental bodily injury(s) arising primarily out of the course and scope of duties and activities as approved, directed and assigned by **you**.

SCHEDULE OF COVERED VOLUNTEERS

Coverage is provided only for those classes of volunteers for which a premium charge is shown on the Workers Compensation Schedule attached to this policy.

1. **Volunteer Firefighters** - While **on duty** as a volunteer member of the fire company operated by **you**.
2. **Auxiliary/Reserve Police Officers** - While **on duty** as an auxiliary/reserve police officer for **you**.
3. **Elected Officials** – While attending, traveling to or traveling from an official municipal meeting as defined by the Sunshine Law of the State of Tennessee as an elected official for **you** and any other additional official duties and activities as approved, directed, and assigned by **you**.
4. **Volunteer Medical Providers** – Qualified Paramedics, Emergency Medical Technicians and First Responders while **on duty** in the capacity of their qualified position for **you**.

On Duty means during scheduled hours on **your** premises or performing work related duties during schedule patrol duties or while responding to or returning from an emergency situation on **your** behalf. On duty does not include periods 'on-call' while off **your** premises and not in the process of responding to an emergency situation on **your** behalf.

B. Payment of Disability or Death Benefits

1. In the case of permanent disability or death, benefits are subject to the **Schedule of Benefits** in **Section 2-Permanent Disability or Death**.
2. Benefits for temporary disability are paid based on the **Weekly Benefit** and **Maximum Payment Period** indicated in **Section 3-Payment of Temporary Disability Benefits**. If at any point after paying temporary disability benefits it is determined a disability is permanent or if death results, the benefits will be paid based on **Section 2. Permanent Disability or Death Schedule** with a deduction for any and all benefits already paid under **Section 3-Payment of Temporary Disability Benefits**.
3. Definition of Disability (Permanent, Temporary, Partial and/or Total) will be based on the Tennessee Workers' Compensation Act, in accordance with the State of Tennessee Supreme Court's interpretations of said terms, in effect on the date of the subject injury. While the Tennessee Workers' Compensation Act is referenced for the purpose of defining terms in this Endorsement, this Endorsement is in no way an election for **you** to be bound by and/or provide the **Covered Volunteers** benefits pursuant to the Tennessee Workers' Compensation Act for injuries covered by this Endorsement.

Section 2. Permanent Disability or Death - Schedule of Benefits

A. If a covered injury causes the following condition to a **Covered Volunteer**; the benefit shown will be paid.

1. Accidental Loss of Life	\$200,000
2. Accidental Loss of Hand or Foot	\$100,000
Accidental Loss of One Hand and One Foot	\$200,000
Accidental Loss of Both Hands or Both Feet	\$200,000
Loss of hand or foot means the actual severance at or above the ankle joint of a foot or, with respect to hand, actual severance of the entire four fingers of the same hand at or above the metacarpal-phalangeal joints.	
3. Entire (100%) Irrecoverable Accidental Loss of Sight in One Eye	\$100,000
Entire (100%) Irrecoverable Accidental Loss of Sight in Both Eyes	\$200,000
4. Accidental Loss of One Hand and One Foot and Irrecoverable Loss of Sight in One Eye	\$200,000
Loss of hand or foot means the actual severance at or above the ankle joint of a foot or, with respect to hand, actual severance of the entire four fingers of the same hand at or above the metacarpal-phalangeal joints.	
5. Entire (100%) Irrecoverable Accidental Loss of Speech or Hearing	\$100,000
Entire (100%) Irrecoverable Accidental Loss of Speech and Hearing	\$200,000
6. Entire Irrecoverable Accidental Loss of Thumb and One or More Fingers	\$50,000
Loss of thumb and one or more fingers means the actual severance at or above the metacarpal-phalangeal joints.	
7. Total Permanent Disability	\$200,000
8. Aggregate Limit of Liability per Accident for all Covered Volunteers	\$1,000,000

B. If more than one condition applies to a **Covered Volunteer**, Public Entity Partners will pay only the one highest amount applicable for any of the accidental bodily injuries resulting from one accident.

C. Benefit for loss of life is payable to the estate of the **Covered Volunteer**. All other benefits payable under this endorsement are payable to the **Covered Volunteer**.

D. Public Entity Partners shall not be liable for any amount in excess of the Aggregate Limit of Liability regardless of the number of **Covered Volunteer** injured in the same incident and/or claims for benefits made stemming from the same incident. If the aggregate amount of all indemnities otherwise payable by reason of coverage provided under this Endorsement exceeds this Aggregate Limit of Liability, Public Entity Partners is not liable as respects each **Covered Volunteer** for a greater proportion of the indemnity otherwise payable than the Aggregate Limit of Liability bears to the aggregate amount of all indemnities regardless of the number of **Covered Volunteer** injured in the same incident and/or claims for benefits made stemming from the same incident.

Section 3. Payment of Temporary Disability Benefits

A. In the case of **Total Temporary Disability**, Public Entity Partners will pay benefits as follows:

1. **Weekly Benefits**

- a. Amount of Benefit Per Week: Amount shown on the Declarations page.
- b. Maximum Payment Period: 260 Weeks
- c. Waiting Period in Days: None

2. Public Entity Partners will pay the Amount of Benefit Per Week shown in this Endorsement in Section 3(A)(1)(a) if within ninety (90) days from date of the accident, accidental bodily injury:

- a. Causes the **Covered Volunteer** to be continuously, temporarily and totally disabled; and
- b. Prevents the **Covered Volunteer** from performing the duties of an occupation for which the Covered Volunteer is reasonably fitted by training, education, and experience; and
- c. Requires the **Covered Volunteer** during the entire period of this disability to be under the regular care and attendance of a qualified physician or surgeon approved by Public Entity Partners.

3. This Weekly Benefit will:

- a. Begin on the first day following the Waiting Period shown, if any;
- b. Continue for the consecutive period the **Covered Volunteer** is continuously, temporarily and totally disabled as set forth and described in Section 3(A)(2); and
- c. Not exceed the Weekly Benefit Maximum payment period, except as provided in Section 3(A)(4).

4. If after paying Temporary Disability Benefits, the **Covered Volunteer** qualifies for Permanent Disability or Death under Section 2, Public Entity Partners will pay the applicable amount under Section 2, less any and all amounts already paid as Temporary Disability Weekly Benefits payments. No further benefits will then be payable under Temporary Disability Benefits.

B. In the case of **Partial Temporary Disability**, Public Entity Partners will pay benefits as follows:

1. **Weekly Benefits**

- a. Amount of Benefit Per Week: 50% of Amount shown on the Declarations page.
- b. Maximum Payment Period: 65 Weeks
- c. Waiting Period in Days: None

2. Public Entity Partners will pay the Amount of Benefit per Week shown in this Endorsement in Section 3(B) (1) (a) if within ninety (90) days from date of accident, accidental bodily injury:

- a. Causes the **Covered Volunteer** to be continuously, temporarily and partially disabled; and
- b. Prevents the **Covered Volunteer** from performing one or more, but not all, of the substantial and material duties of the regular occupation of the **Covered Volunteer**; and
- c. Requires the **Covered Volunteer** during the entire period of this disability to be under the regular care and attendance of a qualified physician or surgeon approved by Public Entity Partners.

3. This one half of the Weekly Benefit will:

- a. Begin on the first day following the waiting period, if any;
- b. Continue for the consecutive period the **Covered Volunteer** is disabled as set forth and described in Section 3(B)(1); and
- c. Not exceed sixty-five (65) weeks.

4. If at the end of the sixty-five (65) week period, the **Covered Volunteer** does not qualify for benefits under Section 3(A)(2) benefits will cease.
5. If after paying Temporary Disability Benefits, the **Covered Volunteer** qualifies for Permanent Disability or Death under Section 2, Public Entity Partners will pay applicable amount under Section 2, less any and all amounts already paid as Partial Disability Weekly Benefits payments. No further benefits will then be payable under Temporary Disability Benefits.

In no event will Public Entity Partners pay more than the highest benefit for which the **Covered Volunteer** qualifies under Section 2. 'Permanent Disability or Death' or Section 3. 'Payment of Temporary Disability Benefits'.

Section 4. Occupational Disease

It is agreed occupational disease is covered, so long as said disease meets the definition as provided in this Section. Occupational disease means all diseases arising out of and in the course of employment and said disease shall be deemed to arise out of the employment only if all the following requirements are met:

- a. It can be medically determined to have followed as a natural incident of the work as a result of the exposure occasioned by the nature of the employment of the **Covered Volunteer**;
- b. It can be fairly traced to the employment of the **Covered Volunteer** as a proximate cause;
- c. It has not originated from a hazard to which the **Covered Volunteer** would have been equally exposed outside of the employment;
- d. It is incidental to the character of the employment of the **Covered Volunteer** and not independent of the relation of employer and volunteer;
- e. It originated from a risk connected with the employment of the **Covered Volunteer** and flowed from that source as a natural consequence, though it need not have been foreseen or expected prior to its contraction; and
- f. There is a direct causal connection between the conditions under which the work is performed and the occupational disease based on medical evidence. Diseases of the heart, lung, and hypertension arising out of and in the course of any type of employment shall be deemed to be occupational diseases.

Application of coverage and the definition of occupational disease will be based on the Tennessee Workers' Compensation Act, in accordance with the State of Tennessee Supreme Court's interpretation of said terms, in effect on the date of the subject injury. While the Tennessee Workers' Compensation Act is referenced for the purpose of defining terms in this Endorsement, this Endorsement in no way an election for **you** to be bound by and/or provide the **Covered Volunteer** benefits pursuant to the Tennessee Workers' Compensation Act for injuries covered by this Endorsement.

Section 5. Exclusions

This Endorsement does not cover loss caused by or resulting from any of the following:

1. Intentional self-inflicted injuries;
2. Intoxication or illegal drug use;
3. Participation in recreational, social, athletic, or exercise activities, including but not limited to, athletic events, competitions, parties, picnics, or exercise programs;
4. Suicide or attempted suicide;
5. Pregnancy or resulting childbirth or miscarriage;
6. Any act of declared or undeclared war;
7. Misconduct of the **Covered Volunteer**;
8. Failure of the **Covered Volunteer** to obey a safety rule and/or procedure or failure to use appropriate safety equipment or devices;
9. Failure to the **Covered Volunteer** to obey state and/or federal laws, statutes and/or regulations;
10. Accident occurring while a passenger on, or operating, or learning to operate, or serving as a member of the crew of any aircraft; or
11. Any obligation payable under and/or imposed by a workers compensation, disability benefits, minimum wage or overtime law, unemployment compensation law or any similar local, state, or federal law or fair labor standards law.

Section 6. Conditions for Payment of Benefits

A. All statements made by **you** or by the **Covered Volunteer** will be deemed representations and not warranties. No statement made by **you** or by any **Covered Volunteer** will void the coverage or reduce benefits payable under this Endorsement unless:

- 1) Made in writing; and
- 2) Signed by the **Covered Volunteer**.

No change in this Endorsement will be effective unless approved by Public Entity Partners, in writing. This approval must be noted on or attached to this endorsement.

B. Written notice of claim must be given to Public Entity Partners as soon as reasonably possible, but in no event shall written notice be given any later than 15 (Fifteen) days after **you** and/or the **Covered Volunteer** becomes aware of a claim. For any claim submitted more than 15 (Fifteen) days after **you** and/or the **Covered Volunteer** becomes aware of said claim, Public Entity Partners maintains the sole discretion to accept or deny said claim. Written notice to Public Entity Partners means **you**, the **Covered Volunteer**, or someone acting on behalf of any of the aforementioned, shall notify Public Entity Partners of the claim with information sufficient to identify the alleged **Covered Volunteer** and the nature of the injury claimed.

C. Public Entity Partners, at its expense, may have the **Covered Volunteer** examined as often as reasonably necessary while a claim is pending. Public Entity Partners may also have an autopsy performed unless prohibited by law.

D. If Public Entity Partners makes a recovery from others who may be responsible for the injury or death, Public Entity Partners will keep an amount equal to **our** expenses of recovery and the benefits the **we** paid. Public Entity Partners will pay the balance to the person and/or entity entitled to it. If the **Covered Volunteer** who is entitled to the benefits available under this Endorsement makes a recovery from others, the **Covered Volunteer** must reimburse Public Entity Partners for the benefits Public Entity Partners paid to or on behalf of the **Covered Volunteer**.

**PUBLIC ENTITY PARTNERS
WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE**

DEDUCTIBLE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is understood and agreed that a deductible in the amount indicated in item 5A of the declaration page applies per **occurrence** for all loss and loss adjustment expenses covered by Workers Compensation and Employers Liability Coverage, including any attached coverage endorsements. The deductible will apply on a per **occurrence** basis regardless of the number of claims arising out of the occurrence.

For purposes of this endorsement, loss means money damages and workers compensation benefits. Loss adjustment expense means claim adjustment fees and legal defense costs including attorney fees, court costs, court reporting and transcript fees, general witness and expert witness fees and expenses, and similar legal defense related costs.

For the purposes of this endorsement **occurrence** shall mean accident, including continuous or repeated exposure to substantially the same general harmful conditions. In determining the application of deductible amounts all loss arising out of continuous or repeated exposures to substantially the same general conditions will be considered as arising out of one occurrence.

We may pay any part or all of any deductible amount added by this endorsement to effect settlement of any claim or suit, and, upon notification to **you** of the action taken, **you** must promptly reimburse **us** for the part of the deductible amount **we** paid.

All other terms and conditions of this coverage remain unchanged.

Ed. 7/1/2015



**WORKERS COMPENSATION AND
EMPLOYERS LIABILITY COVERAGE POLICY**

PUBLIC ENTITY PARTNERS
Tennessee's Leader in Governmental Insurance and Risk Management

TABLE OF CONTENTS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

General Section	1
Section I Workers Compensation Coverages.....	2
Section II Employers Liability Coverage.....	4
Section III Other States Coverage.....	6
Section IV Your Duties If Injury Occurs.....	7
Section V Premium.....	7
Section VI Conditions.....	8

PUBLIC ENTITY PARTNERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this Policy the words **you** and **your** refer to Item 1--Insured named in the Declarations. The words **we**, **us**, and **our** refer to the **Public Entity Partners (PE Partners)** (formerly known as the Tennessee Municipal League Risk Management Pool).

GENERAL SECTION

In return for the payment of the premium and subject to all terms of this policy, **PE Partners** agrees with **you** as follows:

1. The Policy

This policy includes at its effective date the Declarations and all endorsements and schedules listed. It is a contract of insurance between **you** (the employer named in Item 1 of the Declarations) and **PE Partners**. The only agreements relating to this coverage are stated in this policy. The terms of this policy may not be changed or waived except by endorsements issued by **PE Partners** that become part of this policy.

2. Who Is Insured

You are insured if **you** are an employer named in Item 1 of the Declarations.

3. Workers Compensation Law

Workers Compensation Law means the workers compensation law and occupational disease law of the State of Tennessee as named in Item 3A of the Declarations. It includes any amendments to that law that are in effect during the policy period. It does not include the provisions of any law that provides nonoccupational disability benefits.

4. State

State means any state of the United States of America and the District of Columbia.

5. Locations

This policy covers all of **your** workplaces listed in Item 1 of the Declarations. It covers all other workplaces in the State of Tennessee unless **you** have other insurance or are self- insured for those workplaces.

SECTION I--WORKERS COMPENSATION COVERAGE

1. Application of Workers Compensation Coverage

The workers compensation coverage applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- a. Bodily injury by accident must occur during the policy period.
- b. Bodily injury by disease must be caused or aggravated by the conditions of **your** employment. The employee's last day of last exposure to the conditions causing or aggravating bodily injury by disease must occur during the policy period.

2. Payment of Benefits

PE Partners will pay promptly when due the benefits required of **you** by the workers compensation law.

3. Defense of Claims

PE Partners will defend at **our** expense any claim, proceeding, or suit against **you** for benefits payable by this coverage. **PE Partners** may investigate and settle these claims, proceedings, or suits.

PE Partners will not defend a claim, proceeding, or suit that is not included in this coverage.

4. Payment of Other Costs

PE Partners will also pay these costs, in addition to other amounts payable under this coverage as part of any claim, proceeding, or suit **PE Partners** defends:

- a. Reasonable expenses incurred at **PE Partners'** request, but not loss of earnings;
- b. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this coverage;
- c. Litigation costs taxed against **you**;
- d. Interest on a judgment as required by law until **PE Partners** offers the amount due under this coverage; and
- e. Expenses **PE Partners** incurs.

5. Other Insurance

PE Partners will not pay more than **our** share of benefits and costs included in this coverage and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

6. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law, including those required because:

- a. Of **your** serious and willful misconduct;
- b. **You** knowingly employ an employee in violation of the law;
- c. **You** fail to comply with a health or safety law or regulation; or **You** discharge, coerce, or otherwise discriminate against any employee in violation of the workers compensation law.

If **PE Partners** makes any payments in excess of the benefits regularly provided by the workers compensation law on **your** behalf, **you** will reimburse **us** promptly.

7. Recovery from Others

PE Partners has **your** rights and the rights of persons entitled to the benefits of this coverage to recover **our** payments from anyone liable for the injury. **You** will do everything necessary to protect those rights for **PE Partners** and to help **PE Partners** enforce them.

8. Statutory Provisions

These statements apply where they are required by law:

- a. As between an injured worker and **PE Partners**, **PE Partners** has notice of the injury when **you** have notice;
- b. **Your** default or **your** bankruptcy or insolvency will not relieve **PE Partners** of **our** duties under this coverage after an injury occurs;
- c. **PE Partners** is directly and primarily liable to any person entitled to the benefits payable by this coverage. Those persons or an agency authorized by law may enforce **PE Partners**' duties. Enforcement may be against **PE Partners** or against **you** and **PE Partners**;
- d. Jurisdiction over **you** is jurisdiction over **PE Partners** for purposes of the workers compensation law. **PE Partners** is bound by decisions against **you** under that law, subject to the provisions of this policy that are not in conflict with that law;
- e. This coverage conforms to the parts of the workers compensation law that apply to:
 - (1) Benefits payable by this coverage; and
 - (2) If applicable to **PE Partners**, special taxes, payments into security or other special funds, and assessments payable to **PE Partners** under that law; and
- f. Terms of this coverage that conflict with the workers compensation law are changed to conform to that law.

Nothing in these paragraphs relieves **you** of **your** duties under this policy.

SECTION II--EMPLOYERS LIABILITY COVERAGE

1. Application of Employers Liability Coverage

The employer's liability coverage applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

- a. The bodily injury must arise out of and in the course of the injured employee's employment by **you**.
- b. The employment must be necessary or incidental to **your** work in the State of Tennessee.
- c. Bodily injury by accident must occur during the policy period.
- d. Bodily injury by disease must be caused or aggravated by the conditions of **your** employment. The employee's last day of last exposure to the conditions causing or aggravating bodily injury by disease must occur during the policy period.
- e. If **you** are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

2. Payment of Damages

PE Partners will pay sums **you** legally must pay as damages, as described herein, because of bodily injury to **your** employees, provided the bodily injury is covered by this employer's liability coverage. The damages **PE Partners** will pay, where recovery is permitted by law, include only damages:

- a. For which **you** are liable to a third party by reason of a claim or suit against **you** by that third party to recover the damages claimed against the third party as a result of injury to **your** employee;
- b. For care and loss of services;
- c. For consequential bodily injury to a spouse, child, parent, brother, or sister of the injured employee, provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by **you**; and
- d. Because of bodily injury to **your** employee that arises out of and in the course of employment, claimed against **you** in a capacity other than as employer.

3. Exclusions

This coverage does not include:

- a. Liability assumed under a contract. This exclusion does not apply to a warranty that **your** work will be done in a workerlike manner;
- b. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
- c. Bodily injury to an employee while employed in violation of law with **your** actual knowledge;
- d. Any obligation imposed by a workers compensation, disability benefits, minimum wage or overtime law, unemployment compensation law, or any similar local, state, or federal law or fair labor standards law;

- e. Bodily injury intentionally caused or aggravated by **you**;
- f. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries; and
- g. Damages arising out of the discharge of, coercion of, or discrimination against any employee in violation of law.

4. Defense of Claims

PE Partners will defend at **our** expense any claim, proceeding, or suit against **you** for damages payable by this coverage. **PE Partners** may investigate and settle these claims, proceedings, and suits.

PE Partners will not defend a claim, proceeding, or suit that is not included in this coverage. **PE Partners** will not defend or continue defending after **PE Partners** has paid **our** applicable limit of liability under this coverage.

5. Payment of Other Costs

PE Partners will also pay these costs, in addition to other amounts payable under this coverage, as part of any claim, proceeding, or suit **PE Partners** defends:

- a. Reasonable expenses incurred at **PE Partners**' request, but not loss of earnings;
- b. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of **PE Partners**' liability under this coverage;
- c. Litigation costs taxed against **you**;
- d. Interest on a judgment as required by law until **PE Partners** offers the amount due under this coverage; and
- e. Expenses **PE Partners** incurs.

6. Other Insurance

PE Partners will not pay more than **our** share of damages and costs included in this coverage and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

7. Limits of Liability

PE Partners' liability to pay for damages is limited. **PE Partners**' limits of liability are shown in Item 3B of the Declarations. They apply as explained below.

- a. Bodily Injury by Accident. The limit shown for bodily injury by accident--each accident is the most **PE Partners** will pay for all damages provided by this coverage because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

- b. Bodily Injury by Disease. The limit shown for bodily injury by disease--policy limit is the most **PE Partners** will pay for all damages provided by this coverage and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for bodily injury by disease-- each employee is the most **PE Partners** will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from bodily injury by accident.

- c. **PE Partners** will not pay any claims for damages after **PE Partners** has paid the applicable limit of **our** liability under this coverage.

8. **Recovery from Others**

PE Partners has **your** rights and the rights of persons entitled to this coverage to recover **PE Partners'** payment from anyone liable for an injury provided by this coverage. **You** will do everything necessary to protect those rights for **PE Partners** and to help **PE Partners** enforce them.

9. **Actions Against Public Entity Partners**

You have no right of action against **PE Partners** under this coverage unless:

- a. **You** have complied with all the terms of this policy; and
- b. The amount **you** owe has been determined with **PE Partners'** consent or by actual trial and final judgment.

This coverage does not give anyone the right to add **PE Partners** as a defendant in an action against **you** to determine **your** liability.

SECTION III--OTHER STATES COVERAGE

1. **Application of Other States Coverage**

- a. The other states coverage applies only if one or more states are listed in Item 3C of the Declarations.
- b. If **you** begin work in any one of those states and are not insured or are not self- insured for such work, the policy will apply as though that state was listed in Item 3A of the Declarations.
- c. **PE Partners** will reimburse **you** for the benefits required by the workers compensation law of that state if **PE Partners** is not permitted to pay the benefits directly to persons entitled to them.

2. **Notice**

Tell **PE Partners** at once if **you** begin work in any state listed in Item 3C of the Declarations.

SECTION IV--YOUR DUTIES IF INJURY OCCURS

Tell **PE Partners** at once if injury occurs that may be covered by this policy. **Your** other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give **PE Partners** or **our** representative the names and addresses of the injured persons and witnesses and other information **we** may need.
3. Promptly give **PE Partners** or **our** representative all notices, demands, and legal papers related to the injury, claim, proceeding, or suit.
4. Cooperate and assist as **PE Partners** requests in the investigation, settlement, or defense of any claim, proceeding, or suit. **PE Partners** retains full authority on cost containment and rehabilitation, including total control of any claims.
5. Do nothing after an injury occurs that would interfere with **PE Partners'** right to recover from others.
6. Do not voluntarily make payments, assume obligations, or incur expenses, except as authorized by **PE Partners**.

SECTION V--PREMIUM

1. **Our Manuals**

The premium for this policy will be determined by **our** manuals of rules, rates, rating plans, and classifications. **PE Partners** may change its manuals and apply the changes to this policy.

2. **Classifications**

Item 4 of the Declarations shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures **you** have during the policy period. If **your** actual exposures are not properly described by those classifications, **PE Partners** will assign proper classifications, rates, and premium basis by endorsement to this policy.

3. **Remuneration**

The premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for services of:

- a. All **your** officers and employees engaged in work covered by this policy; and
- b. All other persons engaged in work that could make **PE Partners** liable under SECTION I-WORKERS COMPENSATION COVERAGE of this policy. If **you** do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This item will not apply if **you** give **PE Partners** proof that the employers of these persons lawfully secured their workers compensation obligations.

4. **Premium Payments**

You will pay all premiums when due. **You** will pay the premiums even if part or all of a workers compensation law is not valid.

5. Final Premium

The premium shown in the Declarations, schedules, and endorsements is an estimate. The final premium will be determined after this policy expires by using the actual, not the estimated, premium basis and the proper classifications and rates that apply to the business and work covered by this policy. If the final premium is more than the premium **you** paid to **PE Partners**, **you** must pay the balance to **PE Partners**. If it is less, **PE Partners** will refund the balance to **you**.

6. Records

You will keep records of information needed to compute the premium. **You** will provide **PE Partners** with copies of those records when **PE Partners** asks for them.

7. Audit

You will permit **PE Partners** to examine and audit all of **your** records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. **PE Partners** may conduct the audits during regular business hours within one year after the expiration of the policy. Information developed by audit will be used to determine the final premium.

SECTION VI--CONDITIONS

1. AGREEMENTS BETWEEN THE PARTIES

You agree that this policy, the application **you** submitted for coverage, and the Bylaws, Corporate Charter, Interlocal Cooperation Agreement and Joinder Resolution, rules or regulations adopted by the Board of Directors of **PE Partners**, and any terms, conditions, or rules issued as provided in those documents by the Board of Directors of **PE Partners**, embody all policies existing between **you** and **PE Partners** or any of **our** employees and representatives relating to this policy and coverages.

2. ACCEPTANCE

By accepting this policy, **you** agree to act on **your** behalf and on behalf of all employees with respect to the giving and receiving of the notice of claim or cancellation, the payment of premiums, and the receiving of any return premiums that may become due under this policy, and the employees agree that **you** will act on their behalf. By accepting this policy, **you** also agree to be bound by the terms and conditions of the Bylaws, Corporate Charter, Interlocal Cooperation Agreement and Joinder Resolution of **PE Partners**, as may be amended from time to time, and the resolutions and rules of the Board of Directors of **PE Partners**. By accepting this policy, **you** also agree that the terms of this policy may not be waived or changed except by endorsement as shown on the Declarations.

3. CHANGES IN POLICY

This policy and the documents relating to **PE Partners** and the Board of Directors of **PE Partners** specified in Paragraph 1 and 2 of this SECTION VI--CONDITIONS contain all of the agreements between **you** and **PE Partners** concerning the coverage afforded. The coverage terms can be amended or waived only by endorsement issued by **PE Partners** and made a part of this policy and only after not fewer than thirty (30) days' notice to **you**. The first insured named in Item 1 of the Declarations may make changes in the terms of this policy with the consent of **PE Partners**.

4. REPRESENTATIONS

This policy is issued in reliance upon the truth of representations in the application and statements in this policy. By accepting this policy, **you** agree:

- a. The statements on the application and policy are accurate and complete;
- b. Those statements are based upon representations **you** made to **us**;
- c. **We** have issued this policy in reliance upon **your** representations; and
- d. **You** have exercised due care in all representations made to **us**.

5. TRANSFER OF YOUR RIGHTS AND DUTIES

Your rights or duties under this policy may not be transferred without written consent of **PE Partners**.

6. SOLE REPRESENTATIVE

The first insured named in Item 1 of the Declarations will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

7. DISPUTE RESOLUTION

If **you**, a **covered party**, or **PE Partners** disagree on a matter relating to a **claim** against **you or a covered party** under this policy, the dispute will be resolved exclusively through arbitration, not through litigation. PE Partners may also institute arbitration proceedings at any time. Arbitration must be instituted by **you** or a **covered party** within ninety (90) days of any dispute with PE Partners.

If a demand for arbitration is made, each party will select an arbitrator within thirty (30) days. The two arbitrators will select a competent and disinterested third arbitrator within thirty (30) days. An arbitrator may be an employee of an insured of **PE Partners** or any other person, provided the other person is not an employee of a governmental entity that is not an insured of **PE Partners**. Only the arbitrator appointed by **you** may be an employee of a governmental entity located in the same county in which **you** are located. Pre-arbitration discovery is limited to 20 interrogatories, including subparts.

PE Partners will pay the expense of **our** arbitrator, and **you** will pay the expense of **your** arbitrator. **PE Partners** and **you** will bear equally the other expenses of the arbitration, including expenses of the third arbitrator. Unless both parties agree otherwise, arbitration will take place in Nashville, Tennessee. A decision agreed to in writing by any two of the arbitrators will be binding.

No parties other than **covered parties** may participate in dispute resolutions without the express written approval of **PE Partners**. Failure to institute arbitration and select arbitrators in the prescribed time frames above will constitute a waiver of any or all **claims** or other disputes regarding coverage issues by **you** or a **covered party**.

8. CANCELLATION

- a. **You** may cancel this policy. **You** must mail or deliver not fewer than thirty (30) days advance written notice to **PE Partners** stating when the cancellation is to take effect.
- b. **PE Partners** may cancel this policy. **PE Partners** must mail or deliver to **you** not fewer than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to **you** at **your** mailing address shown in Item 1 of the Declarations will be sufficient to prove notice. However, **PE Partners** may cancel with twenty (20) days written notice for nonpayment of premium.
- c. The policy period will end on the day and hour stated in the cancellation notice.
- d. If this policy is canceled, **we** will send **you** any premium refund due. If **we** cancel, the refund will be

pro rata. If **you** cancel, the refund may be less than pro rata, computed in accordance with rules of the Board of Directors of **PE Partners**. The cancellation will be effective even if **we** have not made or offered a refund.

9. INSPECTION

PE Partners may inspect **your** workplaces at any time. **PE Partners'** inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. **PE Partners** may give **you** reports on **our** findings. **PE Partners** may also recommend changes. These changes may aid in the reduction of losses, but **PE Partners** does not undertake to perform the duty of any person to provide for the health or safety of **your** employees or the public. **PE Partners** does not warrant that **your** workplaces are safe or healthful or that they comply with laws, regulations, codes, or standards.

10. RISK MANAGEMENT STANDARDS

PE Partners may establish risk management standards for **you**. These standards are designed to prevent or to decrease conditions, acts, or omissions with the potential for causing losses. These standards may be mandatory or advisory. These standards may vary depending on **your** size and functions. **PE Partners** may cancel this policy or increase its cost if **you** fail to comply with these risk management standards.



Michael G. Fann, President

RESOLUTION 24-211

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A STORMWATER PROJECTS TASK ORDER CONTRACT WITH THOMAS & HUTTON

WHEREAS, the City of Spring Hill has identified an area within the City limits that is need of stormwater repair that it cannot perform itself; and

WHEREAS, City staff requested Thomas & Hutton, as engineers of record under contact with the City, prepare a Task Order Contract with cost proposal for Buckner Place, Cameron Farms, and Tweed Court as shown on Exhibit A attached hereto; and

WHEREAS, the cost proposal total for the project is \$99,300.00; and

WHEREAS, the costs will be expensed from the Stormwater fund utilizing the Interfund Capital Note between Water/Sewer Fund and Stormwater Fund.

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

1. Approve the Stormwater Projects Task Order Contract for Buckner Place, Cameron Farms, and Tweed Court in the amount of \$99,300.00 with Thomas & Hutton for bidding services, construction administration and observation services and preparation of easement exhibits and boundary descriptions for each of the twelve properties.
2. Authorize the Mayor to execute the Contract, attached hereto.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of August 2024.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 24-211*
SUBMITTED BY: Tyler Scroggins, Public Works Director
DATE: August 19, 2024
RE: To authorize the Mayor to sign a Task Order Contract with Thomas & Hutton for Buckner Place, Tweed Court, and Cameron Farms
ATTACHMENTS: Task Order Contract

PURPOSE:

Thomas & Hutton has submitted a Task Order Contract for construction administration and observation, bidding, and preparation of easement (layout exhibits) and boundary descriptions for each of the twelve properties.

BACKGROUND:

Staff asked Thomas & Hutton to submit a cost proposal for the construction administration and observation, bidding and preparation of easement (layout exhibits) and boundary descriptions for each of the twelve parcels impacted by the three stormwater projects. Due to the limited number of bids received on one of the projects, staff has decided to combine three projects in hopes of receiving additional bids.

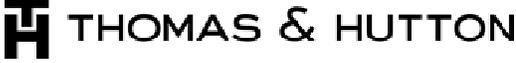
The total cost is \$99,300.00.

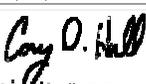
FINANCIAL IMPACT:

The costs expended in the Stormwater fund will be from the Interfund Capital Outlay Note from Water/Sewer Fund to the Stormwater Fund.

STAFF RECOMMENDATION:

Staff recommends the approval of Resolution 24-211 to authorize the Mayor to sign a Task Order Contract with Thomas & Hutton for Buckner Place, Cameron Farms, and Tweed Court Projects.

 <p style="text-align: center; margin-top: 10px;"> 502 HAZELWOOD DRIVE SMYRNA, TN 37167 615-220-5800 WWW.THOMASANDHUTTON.COM </p>	<p style="text-align: center; margin: 0;">Spring Hill, TN</p> <p style="text-align: center; margin: 0;">Stormwater Projects Task Order Contract</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 2px;">Task Order No:</td> <td style="padding: 2px;">28298.0033, 28298.0034, 28298.0036 Amendment</td> </tr> <tr> <td style="padding: 2px;">Date:</td> <td style="padding: 2px;">07/30/2024</td> </tr> </table>	Task Order No:	28298.0033, 28298.0034, 28298.0036 Amendment	Date:	07/30/2024										
Task Order No:	28298.0033, 28298.0034, 28298.0036 Amendment														
Date:	07/30/2024														
<p>The Professional Service Agreement - Task Order Contract between the City of Spring Hill and Thomas & Hutton for General Professional Engineering Consultant Services for the Buckner Place Subdivision, Cameron Farms Subdivision, and Tweed Court in Crowne Pointe Subdivision Drainage Improvement Project was approved by Resolution 22-247 on November 7th, 2022. Whereas additional scopes of services have been requested for the three drainage project locations. The Professional Services Agreement Task Order is hereby amended to include the following:</p>															
Task Description:	Easements, Bidding, and Construction Administration Services														
Contact:	Tyler Scroggins, Public Works Director														
Scope of Services:	<p>The original Task Order for Augusta Place only included the design phase for the completion of construction plans and bid documents.</p> <p>The City has requested the following additional services to be completed:</p> <p><u>Buckner Place (T&H Project # 28298.0033)</u></p> <ol style="list-style-type: none"> 1. Preparation of easement exhibits and boundary descriptions for both permanent and temporary construction easements. There are nine properties identified requiring easements. <p><u>Cameron Farms-Douglas Lane (T&H Project # 28298.0034)</u></p> <ol style="list-style-type: none"> 1. Preparation of easement exhibits and boundary descriptions for both permanent and temporary construction easements. There are four properties identified requiring easements. <p><u>Tweed Court (T&H Project # 28298.0036)</u></p> <ol style="list-style-type: none"> 1. No Easements identified. All work and access shall be through existing easements. <p><u>Combined Services to be provided as a whole:</u></p> <ol style="list-style-type: none"> 1. Prepare a single bid book to bid all three projects as a single bid solicitation. 2. Perform bidding services to include a pre-bid meeting, contractor coordination, bid opening, and review of bids with recommendation to award. 3. Construction Administration services include contract book preparation/coordination, preconstruction meeting, and shop drawing reviews. <p>Refer to the attached Scopes of Services for a detailed description of each task and exclusions.</p>														
Deliverables:	<ol style="list-style-type: none"> 1. Easements – Layout Exhibits and easement boundary descriptions for each of the twelve properties 2. Bidding – Bid Package (Bid Plans and Bid Book), Letter of Recommendation to award. 3. Construction Administration and Observation – Misc based on attached scope of services. 														
Design Service Fees:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Easement Exhibits Phase (Buckner)</td> <td style="padding: 2px;">Lump Sum: \$10,000.00</td> </tr> <tr> <td style="padding: 2px;">Easement Exhibits Phase (Douglas)</td> <td style="padding: 2px;">Lump Sum: \$4,500.00</td> </tr> <tr> <td style="padding: 2px;">Bid Process Phase (3 locations)</td> <td style="padding: 2px;">Lump Sum: \$22,800.00</td> </tr> <tr> <td style="padding: 2px;">Construction Admin. Phase (3 locations)</td> <td style="padding: 2px;">Lump Sum: \$39,500.00</td> </tr> <tr> <td style="padding: 2px;">Reimbursable Expenses</td> <td style="padding: 2px;">T&E - Budget: \$2,500.00</td> </tr> <tr> <td style="padding: 2px;">Additional Services</td> <td style="padding: 2px;">T&E - Budget: \$20,000.00 (on-call as requested)</td> </tr> <tr> <td colspan="2" style="padding: 2px; text-align: right;">See Consulting Services Rate Sheet</td> </tr> </table>	Easement Exhibits Phase (Buckner)	Lump Sum: \$10,000.00	Easement Exhibits Phase (Douglas)	Lump Sum: \$4,500.00	Bid Process Phase (3 locations)	Lump Sum: \$22,800.00	Construction Admin. Phase (3 locations)	Lump Sum: \$39,500.00	Reimbursable Expenses	T&E - Budget: \$2,500.00	Additional Services	T&E - Budget: \$20,000.00 (on-call as requested)	See Consulting Services Rate Sheet	
Easement Exhibits Phase (Buckner)	Lump Sum: \$10,000.00														
Easement Exhibits Phase (Douglas)	Lump Sum: \$4,500.00														
Bid Process Phase (3 locations)	Lump Sum: \$22,800.00														
Construction Admin. Phase (3 locations)	Lump Sum: \$39,500.00														
Reimbursable Expenses	T&E - Budget: \$2,500.00														
Additional Services	T&E - Budget: \$20,000.00 (on-call as requested)														
See Consulting Services Rate Sheet															
<p>Total Task Order Amount: \$ 99,300.00</p>															
<p>This Agreement hereby amends the above referenced Professional Services Agreement between Thomas & Hutton and the City of Spring Hill. This Agreement of Services may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day written below,</p>															
<p>T&H File Location: Z:\28298\28298.0033\Documents\Contracts\Engineering Agreement\Task Order Addenda</p>															

Client: CITY OF SPRING HILL	Engineer: THOMAS & HUTTON
Signed: _____	Signed: 
Name: _____	Name: Travis Todd, P.E.
Title: _____	Title: Principal / Regional Manager
Date: _____	Date: 07/30/2024
	Signed: 
	Name: Cory Hall, P.E.
	Title: Project Manager
	Date: 07/30/2024

SCOPE OF SERVICES TO TASK ORDER AMENDMENT FOR SERVICES BETWEEN
THOMAS & HUTTON ENGINEERING CO. (CONSULTANT) AND
CITY OF SPRING HILL, TN (CLIENT)
28298.0033, 28298.0034, 28298.0036 VARIOUS DRAINAGE IMPROVEMENT PROJECTS 07/30/2024

SCOPE OF SERVICES

1. SCOPE OF SERVICES

A. Easement Exhibit Phase

This phase includes preparation of temporary and permanent construction easements.

1. Prepare Exhibits and Legal Descriptions

Consultant will prepare easement descriptions and exhibits of the necessary easements for each project location. The layout exhibits shall be prepared on an 8.5" by 11" page in pdf format. The legal descriptions shall be provided in Word format to allow the City's attorney to incorporate the descriptions into the legal easement document for recording. Revisions to the easement exhibits and descriptions resulting from negotiation with the property owners shall be additional services.

B. Construction Service Phases

Consultant will provide the following services for the Construction Phase:

1. Bid Process Phase

Consultant will assist Client during the Bid Phase. Typical services provided during this phase include assembling bid packages, conducting pre-bid and bid-opening meetings, responding to contractor questions, reviewing bids, and preparation of Consultant's recommendation letter for award of bid.

2. Construction Administration Phase

During construction, Consultant will provide the following services:

- Prepare the contract books for execution by contractor, surety, and client.
- Conduct the Preconstruction Meeting.
- Review material data, shop drawings, and construction schedules provided by the contractor.

Client has chosen to perform construction observation and monitoring with Client's own personnel.

3. Additional Services

- During construction additional services may be requested by the client on an on-call basis. These services may include requested site visits, review of Requests for Information from the contractor, etc. These additional scope services will be performed on a time and expense basis using the allocated budget amount noted on the Task Order – Design Service Fees.

C. Exclusions

____ CLIENT'S INITIALS

TLT CONSULTANT'S INITIALS

**SCOPE OF SERVICES TO TASK ORDER AMENDMENT FOR SERVICES BETWEEN
THOMAS & HUTTON ENGINEERING CO. (CONSULTANT) AND
CITY OF SPRING HILL, TN (CLIENT)**

28298.0033, 28298.0034, 28298.0036 VARIOUS DRAINAGE IMPROVEMENT PROJECTS

07/30/2024

Unless a specific scope is included in this Agreement, these items are **not** included in the Scope of Services:

- Attend and conduct monthly progress meetings.
- Review Pay Requests submitted by the contractor.
- Provide field representative for construction observation and monitoring of contractor's workmanship or progress
- Project Closeout
- Record Drawing Preparation
- Material testing
- Act as an expert witness for legal activities

These items can be coordinated or provided, if requested by Client in writing.

2. PERIODS OF SERVICE

A. Refer to Language in Task Order Amendment for contract time. Additionally:

1. Begin Date – Upon receipt of executed Letter Agreement.
2. End Date – Following completion of construction closeout.

CLIENT'S INITIALS

TLT
CONSULTANT'S INITIALS

ORDINANCE 24-17

AN ORDINANCE OF THE CITY OF SPRING HILL, TENNESSEE, ENACTING AND ADOPTING A SUPPLEMENT (S-5) TO THE CODE OF ORDINANCES

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen adopted an updated Municipal Code completed by American Legal Publishing Corporation on September 18, 2017 and subsequently approved supplements 2018 S-1, 2019 S-2, 2020 S-3, and 2022 S-4; and

WHEREAS, American Legal Publishing Corporation has completed the fifth supplement, 2024 S-5 Supplement to the Code of Ordinances of the City of Spring Hill, Tennessee, which supplement contains all Ordinances of a general and permanent nature enacted since the prior codification; and

WHEREAS, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety and general welfare of the municipality that this ordinance take effect upon approval.

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

Section 1. That 2024 S-5 Supplement to the Code of Ordinances of the City of Spring Hill, Tennessee as submitted by American Legal Publishing Corporation, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.

Section 2. Such Supplement shall be deemed published as of the day of its adoption and approval by the Board of Mayor and Aldermen and the City Recorder is hereby ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the City Recorder.

Passed and adopted by the Board of Mayor and Alderman of the City of Spring Hill on this 3rd day of September 2024.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Passed on First Reading: on agenda 08-19-2024

Patrick M. Carter, City Attorney

Passed on Second Reading: _____

**SPRING HILL, TENNESSEE
Instruction Sheet
2024 S-5 Supplement**

REMOVE OLD PAGES

Title Page
Publisher's Acknowledgment

INSERT NEW PAGES

Title Page
--

ADOPTING ORDINANCE

—

11, 12

TABLE OF CONTENTS

1, 2

1, 2

TITLE 4: MUNICIPAL PERSONNEL

1, 2
9, 10

1, 2
9 through 12

TITLE 5: MUNICIPAL FINANCE AND TAXATION

3, 4

3, 4

TITLE 7: FIRE PROTECTION AND FIREWORKS

1 through 24

1 through 48

TITLE 18: WATER AND SEWERS

91 through 94

91 through 96

PARALLEL REFERENCES

3 through 6
9, 10
25 through 28

3 through 6
9, 10
25 through 28

2

Spring Hill - Instruction Sheet

REMOVE OLD PAGES

INSERT NEW PAGES

INDEX

15 through 18B
21, 22
27 through 30
39, 40

15 through 18B
21, 22
27 through 30B
39, 40

AJS
7/2024



REQUEST: Discussion of LPRF Grant

SUBMITTED BY: Kayce Williams, Director of Parks & Recreation

DATE: August 19, 2024

RE: Options

BACKGROUND:

In 2020, we applied for and won a grant from LPRF to make improvements to Fischer Park and Walnut Street Skate Park. This grant is a 50/50 match award.

Fischer Park
 auxiliary athletic field
 field lights
 field irrigation
 athletic turf
 trike track
 cornhole
 ADA improvements

Walnut Street Skate Park
 restrooms
 pickleball courts
 ADA improvements

The original grant award was for:

Professional Fees: \$83,769.00. (\$41,884.50 Grant Contract + \$41,884.50 City Match)
 Capital Project: \$558,460.00. (\$279,230.00 Grant Contract + \$279,230.00 City Match)
 Grant Total = \$642,229.00. (\$321,114.50 Grant Contract + \$321,114.50 City Match)

In 2022, LPRF offered a 25% increase to the award due to the increase in cost of goods post pandemic. The city approved acceptance of this increase which made the new award:

Professional Fees = \$83,769.00. (\$41,884.50 Grant Contract + \$41,884.50 City Match)
 Capital Project = \$719,017.25. (\$359,508.62 Grant Contract + \$359,508.63 City Match)
Grant Total = \$802,786.25. (\$401,393.12 Grant Contract + \$401,393.13 City Match)

The funds were for capital improvements only, not professional services and we are not committed to spend the extra funds, but if we do, we only match what we spend.

Progress on starting the grant process was delayed until summer of 2022 by the LPRF grant. They decided to re-write their grant manual in its entirety, so all award grantees were on hold until they completed their re-write. Upon receiving their permission to begin the process, we put out an RFQ for the design which was awarded to Kimley Horn. Kimley Horn started in September of 2023 and completed their work in March of 2024 which included going through Planning Commission and making significant revisions to the restroom facility to be located at Walnut Street Skate Park per their conditions of approval. All of those completed plans were submitted to the LPRF grant and were approved.

We immediately put the project out for bid in April 2024. It was a lump sum bid request which also included a very rushed timeline as we were trying to hit a 2-month gap in the league schedule as to minimally impact their operations. We received only two bids but one was withdrawn due to a mathematical error. The final remaining bid came in at \$1,657,000.00 which is almost \$940K over budget, all of which would have to be paid by the city. As you might be aware, the CPI as of October 2023 is 18.7% higher than it was in 2020 when we applied for this grant.



After internal staff discussions, I have been directed to present the following options for the BOMA to consider:

- A) Rebid the project as "project based."
- B) Submit a letter to the LPRF grant asking to amend the award to only do the auxiliary field at Fischer Park.
- C) Reduce the requirements on the restrooms at Walnut Street Skate Park.
- D) Move forward with allocating funds to cover the award shortage.
- E) Walk away from the grant which would require us to refund the \$44,000 we have already been reimbursed for the design. We could reapply at a later date.

Staff is looking for direction on how you would like us to proceed as the deadline for completion of this grant is August of 2025. I will be available to discuss these options as well as to answer any questions you may have.

(Estimated bid costs)

Item	Amount
General Conditions	\$184,000.00
Bonds & Insurance	\$16,700.00
Site Work, Utilities, Storm Drainage	\$280,500.00
Paving	\$60,500.00
Fencing & Gates	\$44,000.00
Landscaping & Field Repair	\$172,000.00
Misc. Demolition	\$5,700.00
Benches, Trash Cans, Cornhole Boards, & Tennis Cabanas	\$58,500.00
Court Surfacing & Nets	\$28,600.00
Trike Track Amenities (Landscape Structures)	\$35,700.00
Restroom Building	\$418,000.00
Concrete	\$117,800.00
Electrical	\$235,000.00
Total	\$1,657,000.00

**BOMA AGENDA NOTES
AUGUST 19, 2024
6:00 PM**

CONSENT ITEMS

- 1. Consider Resolution 24-194, to approve a contract with S&ME for materials testing and inspection for Fire Station No. 4.** As part of the Fire Station No. 4 construction, the City desires to contract with S&ME for materials testing and inspection to ensure all materials used are in compliance with the bid specs and City standards. Missy Stahl, CIP Director
- 2. Consider Resolution 24-195, to approve reallocation of June Lake special assessment fees collected to Buckner Lane widening expenses.** As part of the Fire Station No. 4 construction, the City desires to contract with S&ME for materials testing and inspection to ensure all materials used are in compliance with the bid specs and City standards. Missy Stahl, CIP Director
- 3. Consider Resolution 24-196, to approve transfer of prepaid street lighting fees to street lighting expenses.** The City collected prepaid street lighting fees in October 2018 to be paid annually to the electric company. There is an unallocated balance of \$41,825.36 which staff recommends be reallocated to the Streets division for Street Lighting expense. Missy Stahl, CIP Director
- 4. Consider Resolution 24-197, to approve emergency septic system relocation services for Buckner Lane widening project.** As part of the ROW acquisition for Buckner Lane widening, two septic systems have to be relocated. Due to the time constraints for critical path schedule items, staff approved for the contractor to start. FY 25 budgeted funds will be used from the 18-75 fund. Missy Stahl, CIP Director
- 5. Consider Resolution 24-198, to purchase Motorola radios and external hardware for the Police Department.** Police Department was approved to hire 4 new officers FY 24-25 budget. We use the Motorola radios in conjunction with Williamson Co. communication system. To be purchased from Motorola Solutions, State Contract SWC42 \$27,049.08. Purchase is to outfit four new officers with handheld radio. Don Brite, Chief of Police
- 6. Consider Resolution 24-199, to allow closure of certain City streets.** This is a request for a special use permit which will require or more street closures. This is an annual even called the Grey Ghost 5k/10k Run. It is sponsored by the Rotary Clubs of Spring Hill & Thompsons Station. Funds collected are mostly used for the local schools for their Physical Education Programs. Dwayne Hicks, Deputy Development Director
- 7. Consider Resolution 24-200, in support of the reforestation of the SR 396 and Port Royal Road.** This is a resolution to allow the Green Interchange to try to contact local corporate sponsors to help finance this grant to reforest the Saturn Parkway & Port Royal Interchange. They will reforest this interchange at no expense to the City. Dwayne Hicks, Deputy Development Director
- 8. Consider Resolution 24-212, to approve an Interlocal Cooperative Agreement between the City of Spring Hill, TN and the Industrial Development Board of the City**

of Spring Hill, TN related to the annual amount of dedicated taxes in The Spring Hill Crossing Development Tax Increment Area. The details of the BOMA entering into an interlocal agreement with the Industrial Development Board (IDB) to collect the tax on behalf of the IDB and then remit it appropriately per the TIP agreement that the IDB has approved was discussed at the June 3rd Work Session. Mr. Carter stated that he has done this in other jurisdictions, and it is appropriate.

PREVIOUS BUSINESS (None)

NEW BUSINESS

1. **Consider Resolution 24-202, requesting the Maury County Election Commission to conduct an election within the corporate boundaries of the City of Spring Hill, Tennessee, on Thursday, April 10, 2025, to elect a Mayor and also one (1) Alderman from each of the four (4) wards, pursuant to the election laws of the State of Tennessee.** It is time to request the 2025 Mayor and Aldermen election. After passage of this resolution, it will be sent to the Maury County Election Administrator: April Goad, City Recorder
2. **Consider Resolution 24-203, to authorize Mayor to execute a professional services agreement with Thomas and Hutton for the June Lake Water Storage Tank CEI Services Extension.** This task order authorizes additional fees for construction inspections on the June Lake Water tank due to schedule changes by contractor. The only expected change order after this is for project acceptance and closeout. Jessica Weaver, Utility Director
3. **Consider Resolution 24-204,** This task order authorizes inspection services for infrastructure on a private development project. Dara Sanders, Development Services Director
4. **Consider Resolution 24-205, to authorize Mayor to execute a Professional Services Agreement with Thomas and Hutton for the Southside Water Storage Tank CEI Services.** This resolution authorizes construction inspection services for the Southside Water Tank project. Jessica Weaver, Utility Director
5. **Consider Resolution 24-206, to authorize approval of memorandum of understandings with Maury County Fire Department and Williamson County Fire/Rescue.** Resolution will authorize Automatic Aid Agreements with both Williamson Fire Rescue and Maury County Fire Department to address parcels that have not been annexed within the City as well as providing support outside City limits as needed for major incidents. Graig Temple, Fire Chief
6. **Consider First Reading of Ordinance 24-16, to amend Title 7, Fire Protection and Fireworks of the City of Spring Hill Code of Ordinances.** 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; James Berry, Fire Marshal

7. **Consider Resolution 24-208, to approve retirement agreement.** Patrick Carter, City Attorney
8. **Consider Resolution 24-209, authorizing the issuance of a Request for Proposals (RFP) for the selection of a search firm to assist with the recruiting and hiring of a City Administrator.** This resolution authorizes the issuance of a Request for Proposals for the selection of a search firm to assist with the recruiting and hiring of a City Administrator. Patrick Carter, City Attorney; Chris Clausi, HR Director
9. **Consider Resolution 24-210, to authorize annual building and personal property and liability insurance renewal with public entity partners.** Annual renewal of the City's property, worker's compensation, and liability insurance. Pam Caskie, City Administrator
10. **Consider Resolution 24-211, to authorize the Mayor to sign a Stormwater Projects Task Order contract with Thomas & Hutton.** Thomas & Hutton has submitted a Task Order Contract for construction administration, bidding and preparation of easement exhibits and boundary descriptions for both permanent and temporary construction easements for Buckner Place, Cameron Farms and Tweed Court. This is a project that cannot be done in house. The stormwater department obtained an inner fund loan from the water and sewer department in 2022/2023 in the amount of \$4,000,000.00 to cover these projects. Buckner Place and Tweed Court are budgeted in the FY25 budget. Cameron Farms will be added to Budget Amendment No. 1 and will be funded by the inner fund loan. Due to the limited number of bids received on one of the projects, staff has decided to combine three projects in hopes of receiving additional bids. Tyler Scroggins, Public Works Director
11. **Consider First Reading of Ordinance 24-17, enacting and adopting a supplement (S-5) to the Code of Ordinances.** The Code of Ordinances is codified under a contract with American Legal Publishing Company. They publish a supplement that brings our code up to date; this supplement is through Ordinance 23-21. The acceptance of this supplement formally gathers all legally adopted ordinances into the Code of Ordinances. Upon passage of second reading (tentatively on September 3) I will distribute the section printed copies of the update. April Goad, City Recorder

WORK SESSION/DISCUSSION

1. **Discussion of LPRF Grant Funds.** Staff will present options to move forward on the LPRF grant for the skate park and Fisher Park. Missy Stahl, CIP Director; Kayce Williams, Parks & Recreation Director
2. **Discussion on CDBG Grant Funds.** For the CDBG program, the City needs to establish a Grant Funds Committee. Pam Caskie, City Administrator
3. **Discussion on Wastewater Treatment Plant Trailers for Sludge Hauling.** This is to discuss eliminating the service of delivering sludge to the landfill and City staff hauling sludge with City purchased trailers. Jessica Weaver, Utility Director