



CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
BOMA MEETING PACKET
NOVEMBER 1, 2021
06:00 PM

Board of Mayor and Aldermen:

Jim Hagaman, Mayor

Kevin Gavigan, Vice Mayor

Matt Fitterer

Brent Murray

John Canepari

Hazel Nieves

Trent Linville

William Pomeroy

Jason Cox

City of Spring Hill
P.O. Box 789
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**CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
BOMA MEETING AGENDA
NOVEMBER 1, 2021
06:00 PM**

Agenda Notes

Pam Caskie, City Administrator

Attachment: [BOMA Agenda 11-01-2021.pdf](#)

Call Meeting to order

Stipulation of members present

Pledge of Allegiance

Invocation

Approval of the Agenda

Mayor's Comments

City Administrator/Department Head Comments

CIT Discussion

Don Brite, Chief of Police; Pam Caskie, City Administrator

IDB Appointment

Personal Orders

CALL FOR COMMENTS ON PUBLIC HEARING ITEMS:

- 1. Ordinance 21-13, an Ordinance to Amend Title 13, Section 13.2 E.1.f., Section 13.3 E. 5., Section 13.5 E. 3.a., 4.e., and H. 2.h., Table 13-3, Section 13.6 D.2.a., E.5.a., AND G.3., and Table 13-4 of the Unified Development Code regarding requirements for performance of Water and Sewer Capacity Analysis.**
Calvin Abram, Planning Director
- 2. Ordinance 21-25, RZN 1037-2021 (Ortega Property), rezoning approximately 5.13 acres of property, known as Maury County Tax Map 29, Parcels 2.13 from C-1, Neighborhood Commercial District, to I-1 Light Industrial.**
Calvin Abram, Planning Director

Concerned Citizens

VOTING AGENDA

Consent Items

- 1. Consider Resolution 21-166, to amend Resolution 21-109, to authorize the purchase of pickup trucks for Public Works Departments through state contract.**
Tyler Scroggins, Public Works Director
Attachment: [Resolution 21-109 to authorize purchase of 6 pickup trucks for Public Works Departments.pdf](#)
Attachment: [Trucks to Ford memo.pdf](#)
Attachment: [SPH003 - F-150 Super Crew 4x4.pdf](#)
- 2. Consider Resolution 21-188, to authorize the Mayor to sign a Professional Services Agreement with Volkert, Inc. for On-Call Traffic Engineering Services.**
Missy Stahl, CIP Manager; Pam Caskie, City Administrator
Attachment: [2 -Resolution 21-188 to authorize the Mayor to sign a PSA with Volkert Inc. for on-call traffic engineering services.pdf](#)
Attachment: [1 - On-call engineering memo - Volkert.pdf](#)
Attachment: [3 - PSA with Volkert Inc. for on-call traffic engineering services.pdf](#)
- 3. Consider Resolution 21-189, to authorize the Mayor to sign a Professional Services Agreement with Neel-Schaffer for On-Call Traffic Engineering Services.**

Missy Stahl, CIP Manager

Attachment: [2 -Resolution 21-189_ to authorize the Mayor to sign a PSA with Neel-Schaffer for on-call traffic engineering services.pdf](#)

Attachment: [1 - On-call engineering memo -Neel Schaffer.pdf](#)

Attachment: [3 - PSA with Neel-Schaffer for on-call traffic engineering services.pdf](#)

4. Consider Resolution 21-190, to approve a Development Agreement with Clayton Properties Group, Inc., A Tennessee Corporation, dba Goodall Homes.

Jessica Weaver, Utility Director

Attachment: [Resolution 21-190_ to Arbor Valley Storage Tank Development Agreement.pdf](#)

Attachment: [BOMA MEMO- Arbor Valley Water Tank.pdf](#)

Attachment: [JOINT DEVELOPMENT AGREEMENT revised by KBH - Clean 10.28.2021.pdf](#)

Attachment: [Exhibit A_ Arbor Valley.pdf](#)

Attachment: [Exhibit B - Arbor Valley Cost Reimbursement Schedule Rev10.27.2021.pdf](#)

Attachment: [Exhibit C - Arbor Valley Preliminary_ pdf.pdf](#)

5. Consider Resolution 21-197, to accept grant funding from the 2021 Bulletproof Vest Partnership (BVP) from the Bureau of Justice Assistance for the Police Department.

Don Brite, Chief of Police

Attachment: [Resolution 21-197_ accept BVP vest grant.pdf](#)

6. Consider First Reading of Ordinance 21-28, amending Title 14, Section 14-101 (D), regarding Mayoral appointments to the Planning Commission.

Trent Linville, Alderman

Attachment: [Ordinance No 21-28_ Amending_ 14-101_ D_ of SH Code_ 29_.pdf](#)

Attachment: [14-101_D_ Ordinance Memo.pdf](#)

PREVIOUS BUSINESS

1. Consider Second and Final Reading of Ordinance 21-13, to amend Article 13, Section 13.2 E.1.f, Section 13.3 E.5., Section 13.5 E.3.a., 4.e., and H.2.h., Table 13-3, Section 13.6 D.a., E.5.a., and G.3., and Talbe 13-4 of the Unified Development Code regarding requirements for Performance of Water and Sewer Capacity Analysis.

Calvin Abram, Planning Director

Attachment: [Ordinance 21-13 Amend Article 13 of UDC Regarding Water and Sewer Capacity Analysis abg.pdf](#)

Attachment: [PC Resolution 21-106B zExhibit A A15 PublicImprove UDC.pdf](#)

Attachment: [PC Resolution 21-106B zExhibit B A17 SR Process UDC.pdf](#)

Attachment: [PC Resolution 21-93B Recommend Amendments to UDC Water and Wastewater Capacity Analysis.pdf](#)

Attachment: [Link: A A2](#)

Attachment: [Link: B A 13](#)

2. Consider Second and Final Reading of Ordinance 21-25, RZN 1037-2021 (Ortega Property), rezoning approximately 5.13 acres of property, known as Maury County Tax Map 29, Parcels 2.13 from C-1, Neighborhood Commercial District, to I-1 Light Industrial.

Calvin Abram, Planning Director

Attachment: [ORD 21-25 RZN 1032-2021_ C-1 to I-1 - Ortega Rezoning Cleburne Rd_ 1_.pdf](#)

Attachment: [PC Resolution 21-105_ C-1 to I-1 - RZN 1032-2021 Ortega Cleburne Rd_ approve.pdf](#)

Attachment: [RZN 1037-2021_ Ortega Property Cleburne Rd - C-1 to I-1_ vm.pdf](#)

Attachment: [Link: Submittal Packet](#)

NEW BUSINESS

1. Consider First Reading of Ordinance 21-29, to amend the Unified Development Code regarding single-family homes to be constructed by right within the Agricultural (AG) Zoning District.

Calvin Abram, Director of Planning

Attachment: [Ordinance No 21-29_ Amending AG Zoning to allow SFH_ AG.pdf](#)

Attachment: [AG SFH Text Amendment Ordinance.pdf](#)

2. Consider Resolution 21-191, to authorize the Mayor to sign a traffic signal maintenance agreement with TDOT for Kedron Road and Saturn Parkway Intersections.

Missy Stahl, CIP Manager

Attachment: [2 - Resolution 21-191 to authorize the Mayor to sign a traffic signal maintenance agreement with TDOT.pdf](#)

Attachment: [1 - TDOT traffic signal mtc agreement memo.pdf](#)

Attachment: [3 - PIN 131367.00 Contract with letter.pdf](#)

3. Consider Resolution 21-192, authorizing the Mayor to approve the Attorney General Settlement in the Opioid Litigation.

Patrick Carter, City Attorney

Attachment: [Resolution 21-192 authorizing Mayor to approve vote for opioid settlement.pdf](#)

Attachment: [BOMA - opioid settlement.pdf](#)

4. Consider Resolution 21-193, to appoint a member to the Library Board of Trustees.

Attachment: [Resolution 21-193 to appoint a member to the LBOT.pdf](#)

Attachment: [Hentish.pdf](#)

Attachment: [Pafford.pdf](#)

5. Consider Resolution 21-194, to approve appraisal services for three properties located at Main Street and Beechcroft Road.

Missy Stahl, CIP Manager

Attachment: [2 - Resolution 21-194 to approve appraisal services for properties at Main St and Beechcroft Rd.pdf](#)

Attachment: [1 - Appraisals memo.pdf](#)

Attachment: [3 - Main Street map.pdf](#)

6. Consider First Reading of Ordinance 21-26, to amend the budget for fiscal year 2021-2022 (Budget Amendment #1).

Pam Caskie, City Administrator; Missy Stahl, CIP Manager

Attachment: [Ord 21-26 FY 21-22 Budget Amend 1.pdf](#)

Attachment: [Staff Memo Ord 21-26 FY 21-22 BA 1.pdf](#)

Attachment: [Exhibit A - Summary Budget Amendment FY 21-22 1.pdf](#)

Attachment: [Exhibit B - Budget summary.pdf](#)

Attachment: [Exhibit C - Budget report.pdf](#)

7. Consider Resolution 21-181, to authorize the payment of Codes and Planning Tenant Improvement Invoice.

Dakota Mercer, Facilities Superintendent

Attachment: [Resolution 21-181 - Tenant Improvements for Northfield Lease.pdf](#)

Attachment: [Resolution 21-181 - Staff Report .pdf](#)

Attachment: [Resolution 21-100 - Office Lease Agreement.pdf](#)

8. Consider First Reading of Ordinance 21-27 (RZN 1062-2021), to amend Ordinance No. 18-21, the same being the Zoning Ordinance and Official Zoning Map of the City of Spring Hill, by rezoning approximately 248.7 acres of property, known as Maury County Tax Map 27, parcels 009.00, 018.00 from TND/C-3, Traditional Neighborhood District and Corridor Commercial District to I-2, General Industrial, Tax Map 044 parcels 013.02, 014.00, 015.00 from TND, Traditional Neighborhood District to I-2, General Industrial and Tax Map 045, Parcels 01.00 and 02.00 from TND, Traditional Neighborhood District to I-2, General Industrial.

Calvin Abram, Planning Director

Attachment: [ORD 21-27 RZN 1062-2021 TND to I-2 abg.pdf](#)

Attachment: [RZN 1062-2021 TND to I-2 vm.pdf](#)

Attachment: [Vicinity Map 1.pdf](#)

9. Resolution 21-196, to change funding source for the Highway 31 Booster Station and Master Meter Project.

Dan Allen, Assistant City Administrator-Utilities

Attachment: [Resolution 21-196 to change funding source the Highway 31 Booster Station and Master Meter Project.pdf](#)

10. Consider First Reading of Ordinance 21-14, to amend Title 18, Chapter 1, Sections 18-105, 18-131-132, and 18-146-151, regarding requirements for the Performance of Water and Sewer Capacity Analysis.

Dan Allen, Assistant City Administrator-Utilities

Attachment: [Ordinance 21-14Amend Title 18 Chapter 1 of Code of Ordinances regarding requirement for water and sewer capacity.pdf](#)

WORK SESSION/DISCUSSION

1. Resolution 21-195, to rename a Spring Hill street in memory of Austin Corbett.

Jim Hagaman, Mayor

Attachment: [Resolution for Austin Corbett 11.21.pdf](#)

2. TAC Recommendation for Beechcroft

3. Civil Space Purchase

David Fish, Communication Director

Attachment: [Spring Hill TN CivilSpace Pro Collab Quote.pdf](#)

Acknowledgements

Adjourn

**CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
BOMA MEETING NOTES
NOVEMBER 1, 2021
6:00 PM**

VOTING AGENDA

Consent Items

- 1. Consider Resolution 21-166, to amend Resolution 21-109, to authorize the purchase of pickup trucks for Public Works Departments through state contract.** Tyler Scroggins, Public Works Director
Authorization to purchase Chevrolets was already received but due to the world-wide shortage of vehicles, Chevrolets are not available. Ford Trucks will cost an additional \$1568.47. There is still nearly \$30,000 left in the budget.
- 2. Consider Resolution 21-188, to authorize the Mayor to sign a Professional Services Agreement with Volkert, Inc. for On-Call Traffic Engineering Services.** Missy Stahl, CIP Manager; Pam Caskie, City Administrator
We have hired one On Call Traffic Engineer. We wanted to hire an additional one for the occasion when workload and conflicts may require a different firm than our primary firm. We had two excellent candidates. Rather than choosing between them, we thought we would recommend to put both on call and use them as their experience and expertise demands.
- 3. Consider Resolution 21-189, to authorize the Mayor to sign a Professional Services Agreement with Neel-Schaffer for On-Call Traffic Engineering Services.**
Missy Stahl, CIP Manager
We have hired one On Call Traffic Engineer. We wanted to hire an additional one for the occasion when workload and conflicts may require a different firm than our primary firm. We had two excellent candidates. Rather than choosing between them, we thought we would recommend to put both them on call and use them as their experience and expertise demands.
- 4. Consider Resolution 21-190, to approve a Development Agreement with Clayton Properties Group, Inc., A Tennessee Corporation, dba Goodall Homes.** Jessica Weaver, Utility Director
This Resolution approves the cooperative construction of a 1.5 million gallon water storage tank in the Arbor Valley development. This tank is needed by the city and the developer and is budgeted by the city's water fund for construction in this fiscal year.
- 5. Consider Resolution 21-197, to accept grant funding from the 2021 Bulletproof Vest Partnership (BVP) from the Bureau of Justice Assistance for the Police Department.** Don Brite, Chief of Police
BOMA approved application for this grant. We were awarded \$13,650.00. We will receive 50% of award. No matching funds are required. We have gotten this grant since 2010.
- 6. Consider First Reading of Ordinance 21-28, amending Title 14, Section 14-101 (D), regarding Mayoral appointments to the Planning Commission.**
Trent Linville, Alderman
This ordinance cleans up the wording on the appointments and removal of members of the Planning Commission to make it clear that it is the Mayor who makes these appointments.

PREVIOUS BUSINESS

- 1. Consider Second and Final Reading of Ordinance 21-13, to amend Article 13, Section 13.2 E.1.f, Section 13.3 E.5., Section 13.5 E.3.a., 4.e., and H.2.h., Table 13-3, Section 13.6 D.a., E.5.a., and G.3., and Table 13-4 of the Unified**

Development Coderegarding requirements for Performance of Water and Sewer Capacity Analysis.

Calvin Abram, Planning Director

Recommended by the Planning Commission on October 11, 2021 to improved the analysis of the required flow for the water and wastewater plants due to construction.

2. **Consider Second and Final Reading of Ordinance 21-25, RZN 1037-2021 (Ortega Property), rezoning approximately 5.13 acres of property, known as Maury County Tax Map 29, Parcels 2.13 from C-1, Neighborhood Commercial District, to I-1Light Industrial.** Calvin Abram, Planning Director
Rezoning, recommended by the Planning Commission on September 13, 2021

NEW BUSINESS

1. **Consider First Reading of Ordinance 21-29, to amend the Unified Development Code regarding single-family homes to beconstructed by right within the Agricultural (AG) Zoning District.** Calvin Abram, Director of Planning
Per the UDC, the Mayor must authorize the reintroduction of a failed amendment to the UDC. Mayor Hagaman has approved reintroduction with the understanding that an amendment to 15 acre zoning will be introduced and any parcel smaller than 15 acres will be allowed one residence per parcel.
2. **Consider Resolution 21-191, to authorize the Mayor to sign a traffic signal maintenance agreement with TDOT for KedronRoad and Saturn Parkway Intersections.** Missy Stahl, CIP Manager
The state requires that all signals on the be maintained by the municipality. This agreement commits the city to that duty.
3. **Consider Resolution 21-192, authorizing the Mayor to approve the Attorney General Settlement in the Opioid Litigation.** Patrick Carter, City Attorney
This allows the Mayor to sign, when needed and required, the settlement that the AG's office has negotiated in the Opioid litigation. We do not know the amount or the strings that will be attached to that settlement.
4. **Consider Resolution 21-193, to appoint a member to the Library Board of Trustees.**
There is a current vacancy on the LBOT. We advertised the impending vacancy, and two applications were received, which are in the packet.
5. **Consider Resolution 21-194, to approve appraisal services for three properties located at Main Street and Beechcroft Road.** Missy Stahl, CIP Manager
This is the properties at Duplex, Beechcroft and Main St. It is TAC's recommendation that we begin the appraisal process to acquire the needed right-of-way.
6. **Consider First Reading of Ordinance 21-26, to amend the budget for fiscal year 2021-2022 (Budget Amendment #1).** Pam Caskie, City Administrator; Missy Stahl, CIP Manager
We are still waiting on the information from the state on the change in our population and the state shared taxes. We currently expect \$1 million dollars or more. The expenditures that are identified are all issues or personnel that have been discussed and now need to be added to the budget.
7. **Consider Resolution 21-181, to authorize the payment of Codes and Planning Tenant Improvement Invoice.** Dakota Mercer, Facilities Superintendent
We moved Codes and Planning to a smaller space within the Northfield Building. The owner did the primary improvements but there were few extras that our public space required. We are paying for these out of the lease savings but since it was over \$10,000, it requires your approval
8. **Consider First Reading of Ordinance 21-27 (RZN 1062-2021), to amend Ordinance No. 18-21, the same being the Zoning Ordinance and Official Zoning Map of the City of Spring Hill, by rezoning approximately 248.7 acres of property, known as Maury County Tax Map 27, parcels 009.00, 018.00 from TND/C-3, Traditional Neighborhood District and Corridor CommercialDistrict to I-2, General Industrial, Tax Map 044 parcels 013.02, 014.00, 015.00 from TND, Traditional Neighborhood District to I-2, General Industrial and Tax Map 045, Parcels 01.00 and 02.00 from TND, Traditional Neighborhood District to I-2, General Industrial.** Calvin Abram, Planning Director

As recommended by the Planning Commission.

- 9. Resolution 21-195, to rename School Street in memory of Austin Corbett.** Jim Hagaman, Mayor
Sponsored by Mayor Hagaman, this is a request to rename School Street to Austin's Way in memory of Austin Corbett, a Summit High School graduate, who was a friend to many and recently passed away from Covid complications. This was requested by citizens Amy Wurth and Ramon Presson.
- 10. Resolution 21-196, to change funding source for the Highway 31 Booster Station and Master Meter Project.** Dan Allen, Assistant City Administrator-Utilities
As discussed in the Workshop last meeting, this is a necessary change in funding to move the Booster Station forward before next summer. The expenditure is currently budgeted but will not have the offsetting revenue that was anticipated.
- 11. Consider First Reading of Ordinance 21-14, to amend Title 18, Chapter 1, Sections 18-105, 18-131-132, and 18-146-151, regarding requirements for the Performance of Water and Sewer Capacity Analysis.** Dan Allen, Assistant City Administrator-Utilities
This is the companion piece to the UDC amendment, Ordinance 21-13, which will require the developers to pay for the a capacity analysis that we manage.

WORK SESSION/DISCUSSION

1. TAC Recommendation for Beechcroft

2. Civil Space Purchase

David Fish, Communication Director

**Acknowledgements
Adjourn**

RESOLUTION 21-109

A RESOLUTION TO AUTHORIZE THE PURCHASE OF SIX PICKUP TRUCKS FOR PUBLIC WORKS DEPARTMENTS THROUGH STATE CONTRACT

WHEREAS, the City of Spring Hill Streets and Highways, Water Distribution and Sewer Collection departments desire to purchase six 2021 pickup trucks from Wilson County Motors through State contract award pricing; and

WHEREAS, the pickup trucks will be replacing trucks that have high mileage and require extensive maintenance and/or added to existing fleet for each department; and

WHEREAS, the State contract pricing through Wilson County Motors is:

2021 Chevrolet Silverado 1500 - \$32,155.53 (Streets and Highways)
2021 Chevrolet Silverado 2500 - \$34,599.84 (Streets and Highways)
2021 Chevrolet Silverado 1500 - \$32,155.53 (Water Distribution)
2021 Chevrolet Silverado 2500 - \$34,599.84 (Water Distribution)
2021 Chevrolet Colorado - \$26,746.28 (Water Distribution)
2021 Chevrolet Colorado - \$26,746.28 (Sewer Collection); and

WHEREAS, the total cost to purchase three trucks would be \$187,003.30; and

WHEREAS, funding for the purchase of the trucks is budgeted in the 2021-2022 budget year in the Streets and Highways department (110-43100-943 - \$97,000.00), in the Water Distribution department (410-52100-941 - \$109,000.00) and in the Sewer Collections department (410-52211-941 - \$30,000.00).

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, authorize the purchase of six 2021 Chevrolet pickup trucks from Wilson County Motors for a total price of \$187,003.30 through State contract.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of July, 2021.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



REQUEST: Approval to amend Resolution 21-166 to purchase Public Works trucks

SUBMITTED BY: Tyler Scroggins, Public Works Director

DATE: November 1, 2021

RE: To authorize the amendment of Resolution 21-109 to purchase a Ford F-150 for the Streets Dept. from State contract

ATTACHMENTS: Resolution 21-166, Resolution 21-109, Ford truck quote

PURPOSE & BACKGROUND:

The Streets and Highways department was authorized to purchase two Chevrolet trucks from Wilson County Motors from State contract (Resolution 21-109).

2021 Chevrolet Silverado 1500 - \$32,155.53 (Streets and Highways)
2021 Chevrolet Silverado 2500 - \$34,599.84 (Streets and Highways)

However, due to the shortage of fleet truck availability, we are not able to get the Chevrolet 1500. Staff requests to purchase a 2021 Ford F-150 from Ford of Murfreesboro from State Contract at a cost of \$33,724.00. Additional safety measures (safety lights, City logo, etc.) and utility beds will be added to the truck.

FINANCIAL IMPACT:

The cost difference for the Ford F-150 is an additional \$1,568.47, for a total of two trucks (Chevrolet 2500 and Ford F-150) being **\$68,323.84**. The amount budgeted for the trucks for FY 21/22 is **\$97,000.00**.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 21-166 to amend Resolution 21-109 for the purchase of new trucks for the Public Works departments.

Ford of Murfreesboro
 1550 NW Broad St. Murfreesboro, TN 37129

SALES QUOTATION

Statewide Contract 209/64470

TO:
 City of Spring Hill

DATE | 10/6/2021
 F.O.B. |
 TERMS | 30 Days ARO
 DELIVERY | TBD
 NUMBER | SPH003

We are pleased to quote you the following:

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
1	W1E	F-150 Super Crew 4x4	\$30,954.00	\$30,954.00
1	OPT	Additional Options	\$2,770.00	\$2,770.00
Window Sticker and Build Sheet include detailed optional and upfit equipment information. Any options that are not highlighted are included at no additional cost.				
Total Price			\$33,724.00	\$33,724.00

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.



QUOTE SIGNED

October 6, 2021

DATE



Prepared by: Jason McCullough
10/06/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 215

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1E	Base Vehicle Price (W1E)	\$40,860.00
Packages		
100A	Equipment Group 100A Standard <i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut. - Tires: 265/70R17 BSW A/T - Radio: AM/FM Stereo w/6 Speakers Includes auxiliary audio input jack. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	N/C
Powertrain		
995	Engine: 5.0L V8 <i>Includes auto start-stop technology and flex-fuel capability.</i> <i>Includes:</i> - 3.31 Axle Ratio - GVWR: 7,050 lbs Payload Package	\$1,995.00
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	Included
X27	3.31 Axle Ratio	Included
NNGV6	GVWR: 7,050 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 265/70R17 BSW A/T	Included
64F	Wheels: 17" Silver Painted Aluminum	Included
Seats & Seat Trim		
A	Vinyl 40/20/40 Front Seat	N/C
Other Options		
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough

10/06/2021

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 215

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes auxiliary audio input jack. Includes: - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>	
53B	Class IV Trailer Hitch Receiver	\$205.00
	Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately. <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i>	
PAINT	Monotone Paint Application	STD
595	Fog Lamps	Included
Fleet Options		
17C	Chrome Front & Rear Bumpers	Included
	Requires valid FIN code.	
86A	XL Chrome Appearance Package (Fleet) <i>Includes: - Wheels: 17" Silver Painted Aluminum - Chrome Front & Rear Bumpers - Fog Lamps</i>	\$775.00
Interior Color		
AS_02	Black	N/C
Exterior Color		
YZ_01	Oxford White	N/C
SUBTOTAL		\$43,835.00
Destination Charge		\$1,695.00
TOTAL		\$45,530.00

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Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro, Tennessee | 371291709

Prepared by: Jason McCullough
10/06/2021

2022 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 215

Major Equipment

(Based on selected options, shown at right)
5.0L V-8 DOHC w/port/direct injection 400hp
10 speed automatic w/OD

- * Auto stop-start feature
- * 4-wheel ABS
- * Electric parking brake
- * P 265/70R17 BSW AT S-rated tires
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * Streaming audio
- * Rear child safety locks
- * Variable intermittent wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Tachometer
- * Reclining front split-bench seats
- * Audio control on steering wheel
- * Front axle capacity: 4800 lbs.
- * Front spring rating: 3650 lbs.
- * Frame section modulus: 5.1 cu.in.

Exterior: Oxford White
Interior: Black

- * Driver selectable mode
- * Brake assistance
- * Traction control
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan, auxiliary audio input, external memory control
- * Daytime running
- * Dual power remote mirrors
- * 17 x 7.5 aluminum wheels
- * Driver and front passenger seat mounted side airbags
- * SecurILock immobilizer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Class IV hitch
- * Rear axle capacity: 4800 lbs.
- * Rear spring rating: 3800 lbs.
- * Frame Yield Strength 49300 psi

Fuel Economy

As Configured Vehicle

STANDARD VEHICLE PRICE	MSRP
Transmission: Electronic 10-Speed Automatic	Included
Tires: 265/70R17 BSW AT	Included
145" Wheelbase	STD
Radio: AM/FM Stereo w/6 Speakers	Included
Monotone Paint Application	STD
SYNC 4	Included
Engine: 5.0L V8	\$1,995.00
3.31 Axle Ratio	Included
GVWR: 7,050 lbs Payload Package	Included
Class IV Trailer Hitch Receiver	\$205.00
XL Chrome Appearance Package (Fleet)	\$775.00
Equipment Group 100A Standard	N/C
Wheels: 17" Silver Painted Aluminum	Included
Chrome Front & Rear Bumpers	Included
Fog Lamps	Included
Oxford White	N/C
Black	N/C
Vinyl 40/20/40 Front Seat	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
10/06/2021

2022 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 215

Major Equipment



City
16 mpg

Hwy
22 mpg

As Configured Vehicle

	MSRP
SUBTOTAL	\$43,835.00
Destination Charge	\$1,695.00
TOTAL	\$45,530.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

RESOLUTION 21-188

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

WHEREAS, the City of Spring Hill has identified the need for on-call traffic engineering services to perform services related to the review and preparation of traffic studies, providing and reviewing traffic signal timing, and assisting with any additional traffic related engineering projects on an as-needed basis; and

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

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

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

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

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

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

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

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



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

PURPOSE:

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

BACKGROUND:

The City has identified the need for on-call traffic engineering services to perform services related to the review and preparation of traffic studies, providing and reviewing traffic signal timing, and assisting with any additional traffic related engineering projects on an as-needed basis. Since we do not have a traffic engineer on staff, the on-call services would be provided by an outside consultant.

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

- Analysis of corridors for traffic improvement recommendations (traffic calming evaluations and recommendations)
- Review and/or preparation of Traffic Impact Studies ("TIS") for development applications (to include data collection, criteria, review and evaluation summary to identify developer obligations for project approval and will be included with staff reports for the applicable development)
- Performing traffic data collection
- Conducting traffic signal timing studies
- Other municipal traffic related services



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

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

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

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

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

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

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

THIS AGREEMENT is made this the ____ day of _____, 2021, by and between **CITY OF SPRING HILL, TENNESSEE** (hereinafter “City”), and Volkert, Inc. (hereinafter “Consultant”).

WITNESSETH:

WHEREAS, the City has determined to enter into an agreement with a consulting firm to assist with on-call traffic engineering services on as-needed basis; and

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

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

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

ARTICLE 1 - SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

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

- Analysis of corridors for traffic improvement recommendations (traffic calming evaluations and recommendations)

The City currently has several major corridors that are in need of traffic calming evaluations and recommendations. The Consultant will be responsible for any traffic studies needed, review of data, evaluation of data and recommendations to be presented to the City TAC, BOMA and/or HOA.

- Review and/or preparation of Traffic Impact Studies (“TIS”) for development applications (to include data collection, criteria, review and evaluation summary to identify developer obligations for project approval and will be included with staff reports for the applicable development)

When City staff determines a TIS is required for a development application, the Consultant will meet with the development team to initiate the project and formulate a clear understanding of the project requirements (scope, schedule, communication protocol and cost of services). The development team's traffic engineer or the City's selected traffic Consultant will prepare a Memorandum of Understanding (MOU) based on the initial meeting. Additional meetings, as needed, may be held with the City staff and/or development team at which the Consultant will provide the recommendation from the TIS review for inclusion into the City's staff report. Project meetings will be held at City offices or another location agreed upon by all parties. The development team's traffic engineer or the City's traffic Consultant will prepare agendas for and schedule all meetings. The City's traffic Consultant may be asked to attend City Planning Commission and/or Board of Mayor and Aldermen meetings when the project is up for approval.

The developer will be required to utilize the City's traffic Consultant as a third party reviewer for any needed TIS. Additionally, the City reserves the right to require the TIS be completed by the City's traffic Consultant if the City deems the development may be controversial or determined it is in the best interest of the City. Payments will be made directly from the developer to the Consultant for services rendered and the City shall have no responsibility or liability therefore to the Consultant in the event of Developer non-payment to the Consultant. Final approval of development applications may be delayed until payment for the TIS has been made.

- Performing traffic data collection
- Conducting traffic signal timing studies
- Other municipal traffic related services

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

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

ARTICLE 2 – CITY'S RESPONSIBILITIES

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

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

ARTICLE 3 - TERM

1. The services of the Consultant shall be undertaken for a period of two years with an option for renewal of two (2) month periods if parties agree in writing pursuant to Article 9 herein.

ARTICLE 4 - FEES

1. In consideration of the performance of services rendered under this Contract, Consultant shall be compensated for services performed in accordance with the cost proposal submitted by the Consultant.
2. Invoices shall be submitted by Consultant to the City in monthly statements for services rendered, if any. The statements shall show the detail of work performed, hours, employees and any reimbursable expenses. Each individual invoice shall be due and payable thirty (30) days after receipt.
3. If the City disputes any portion of Consultant invoices, the undisputed portion will be paid by the City, and Consultant will be notified in writing within ten (10) days of receipt of the exceptions taken to such invoice. The City and Consultant will attempt to resolve any payment dispute within sixty (60) days, and both parties agree that no action for collection thereon shall be filed within this time period.

ARTICLE 5 – NOTICE

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

If to Consultant: _____

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

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

ARTICLE 6 - TERMINATION

1. This Agreement may be terminated by either party upon thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms outlined herein through no fault of the party initiating the termination.
2. This Agreement may be terminated by Consultant in the event that the City permanently abandons the Project.
3. In the event of termination by either party, Consultant shall be compensated for all services performed prior to the termination date.

ARTICLE 7 - DISPUTE RESOLUTION AND GOVERNING LAW

1. The City and Consultant shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if an informal resolution cannot be achieved, the parties shall submit the matter to a mutually agreed upon mediator in an attempt to resolve the dispute through the mediation process. Such mediation process shall be initiated by a request in writing by either party.
2. The mediation provision can be waived by the mutual consent of the parties or by either party if such party's right would be irrevocably prejudiced by a delay in initiating a legal proceeding.
3. Governing Law, Venue and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue and jurisdiction for

any dispute arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

ARTICLE 8 – BREACH

1. The term “breach of agreement” specifically includes, but is not limited to, failure to comply with any applicable federal, state or local laws or regulations.
2. One or more waivers of breach of any provision of this Agreement by any party shall not be construed as a waiver of subsequent breach of the same provision, nor shall it be considered a waiver of any other then existing or subsequent breach of a different provision.
3. The substantially prevailing party in any legal proceeding hereunder by and between the parties shall be entitled to their reasonable attorney’s fees and court costs incurred in said legal proceeding.

ARTICLE 9 - MODIFICATION

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

ARTICLE 10 - INDEMNITY AND HOLD HARMLESS

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

other entity for which Consultant may be found to be legally liable. This provision shall survive the completion of all services, obligation and duties provided pursuant to the Project, or the termination of this Agreement for any reason.

ARTICLE 11 – INSURANCE

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

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

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

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

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

ARTICLE 12 - SEVERABILITY

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

ARTICLE 13 - BINDING EFFECT

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

ARTICLE 14 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

ARTICLES 15 - HEADINGS AND EXHIBITS

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

ARTICLE 16 - FORCE MAJEURE

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

ARTICLE 17 – ENTIRE AGREEMENT

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

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

CITY OF SPRING HILL, TENNESSEE

By: _____
Jim Hagaman, Mayor

VOLKERT, INC.

By: _____

(Print Name)

RESOLUTION 21-189

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH NEEL-SCHAFFER FOR ON-CALL TRAFFIC ENGINEERING SERVICES

WHEREAS, the City of Spring Hill has identified the need for on-call traffic engineering services to perform services related to the review and preparation of traffic studies, providing and reviewing traffic signal timing, and assisting with any additional traffic related engineering projects on an as-needed basis; and

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

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

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

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

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

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

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

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 21-189*
SUBMITTED BY: Pam Caskie, City Administrator
Missy Stahl, CIP Manager
DATE: November 1, 2021
RE: To authorize the Mayor to sign a Professional Services Agreement with Neel-Schaffer for on-call traffic engineering services
ATTACHMENTS: PSA

PURPOSE:

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

BACKGROUND:

The City has identified the need for on-call traffic engineering services to perform services related to the review and preparation of traffic studies, providing and reviewing traffic signal timing, and assisting with any additional traffic related engineering projects on an as-needed basis. Since we do not have a traffic engineer on staff, the on-call services would be provided by an outside consultant.

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

- Analysis of corridors for traffic improvement recommendations (traffic calming evaluations and recommendations)
- Review and/or preparation of Traffic Impact Studies ("TIS") for development applications (to include data collection, criteria, review and evaluation summary to identify developer obligations for project approval and will be included with staff reports for the applicable development)
- Performing traffic data collection
- Conducting traffic signal timing studies
- Other municipal traffic related services



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

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

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

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

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 21-189 to authorize the Mayor to sign a Professional Services Agreement with Neel-Schaffer for on-call traffic engineering services.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF SPRING HILL, TENNESSEE
AND NEEL-SCHAFFER**

THIS AGREEMENT is made this the ____ day of _____, 2021, by and between **CITY OF SPRING HILL, TENNESSEE** (hereinafter “City”), and Neel-Shaffer (hereinafter “Consultant”).

WITNESSETH:

WHEREAS, the City has determined to enter into an agreement with a consulting firm to assist with on-call traffic engineering services on as-needed basis; and

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

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

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

ARTICLE 1 - SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

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

- Analysis of corridors for traffic improvement recommendations (traffic calming evaluations and recommendations)

The City currently has several major corridors that are in need of traffic calming evaluations and recommendations. The Consultant will be responsible for any traffic studies needed, review of data, evaluation of data and recommendations to be presented to the City TAC, BOMA and/or HOA.

- Review and/or preparation of Traffic Impact Studies (“TIS”) for development applications (to include data collection, criteria, review and evaluation summary to identify developer obligations for project approval and will be included with staff reports for the applicable development)

When City staff determines a TIS is required for a development application, the Consultant will meet with the development team to initiate the project and formulate a clear understanding of the project requirements (scope, schedule, communication protocol and cost of services). The development team's traffic engineer or the City's selected traffic Consultant will prepare a Memorandum of Understanding (MOU) based on the initial meeting. Additional meetings, as needed, may be held with the City staff and/or development team at which the Consultant will provide the recommendation from the TIS review for inclusion into the City's staff report. Project meetings will be held at City offices or another location agreed upon by all parties. The development team's traffic engineer or the City's traffic Consultant will prepare agendas for and schedule all meetings. The City's traffic Consultant may be asked to attend City Planning Commission and/or Board of Mayor and Aldermen meetings when the project is up for approval.

The developer will be required to utilize the City's traffic Consultant as a third party reviewer for any needed TIS. Additionally, the City reserves the right to require the TIS be completed by the City's traffic Consultant if the City deems the development may be controversial or determined it is in the best interest of the City. Payments will be made directly from the developer to the Consultant for services rendered and the City shall have no responsibility or liability therefore to the Consultant in the event of Developer non-payment to the Consultant. Final approval of development applications may be delayed until payment for the TIS has been made.

- Performing traffic data collection
- Conducting traffic signal timing studies
- Other municipal traffic related services

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

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

ARTICLE 2 – CITY'S RESPONSIBILITIES

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

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

ARTICLE 3 - TERM

1. The services of the Consultant shall be undertaken for a period of two years with an option for renewal of two (2) month periods if parties agree in writing pursuant to Article 9 herein.

ARTICLE 4 - FEES

1. In consideration of the performance of services rendered under this Contract, Consultant shall be compensated for services performed in accordance with the cost proposal submitted by the Consultant.
2. Invoices shall be submitted by Consultant to the City in monthly statements for services rendered, if any. The statements shall show the detail of work performed, hours, employees and any reimbursable expenses. Each individual invoice shall be due and payable thirty (30) days after receipt.
3. If the City disputes any portion of Consultant invoices, the undisputed portion will be paid by the City, and Consultant will be notified in writing within ten (10) days of receipt of the exceptions taken to such invoice. The City and Consultant will attempt to resolve any payment dispute within sixty (60) days, and both parties agree that no action for collection thereon shall be filed within this time period.

ARTICLE 5 – NOTICE

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

If to Consultant: _____

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

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

ARTICLE 6 - TERMINATION

1. This Agreement may be terminated by either party upon thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms outlined herein through no fault of the party initiating the termination.
2. This Agreement may be terminated by Consultant in the event that the City permanently abandons the Project.
3. In the event of termination by either party, Consultant shall be compensated for all services performed prior to the termination date.

ARTICLE 7 - DISPUTE RESOLUTION AND GOVERNING LAW

1. The City and Consultant shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if an informal resolution cannot be achieved, the parties shall submit the matter to a mutually agreed upon mediator in an attempt to resolve the dispute through the mediation process. Such mediation process shall be initiated by a request in writing by either party.
2. The mediation provision can be waived by the mutual consent of the parties or by either party if such party's right would be irrevocably prejudiced by a delay in initiating a legal proceeding.
3. Governing Law, Venue and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue and jurisdiction for

any dispute arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

ARTICLE 8 – BREACH

1. The term “breach of agreement” specifically includes, but is not limited to, failure to comply with any applicable federal, state or local laws or regulations.
2. One or more waivers of breach of any provision of this Agreement by any party shall not be construed as a waiver of subsequent breach of the same provision, nor shall it be considered a waiver of any other then existing or subsequent breach of a different provision.
3. The substantially prevailing party in any legal proceeding hereunder by and between the parties shall be entitled to their reasonable attorney’s fees and court costs incurred in said legal proceeding.

ARTICLE 9 - MODIFICATION

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

ARTICLE 10 - INDEMNITY AND HOLD HARMLESS

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

other entity for which Consultant may be found to be legally liable. This provision shall survive the completion of all services, obligation and duties provided pursuant to the Project, or the termination of this Agreement for any reason.

ARTICLE 11 – INSURANCE

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

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

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

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

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

ARTICLE 12 - SEVERABILITY

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

ARTICLE 13 - BINDING EFFECT

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

ARTICLE 14 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

ARTICLES 15 - HEADINGS AND EXHIBITS

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

ARTICLE 16 - FORCE MAJEURE

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

ARTICLE 17 – ENTIRE AGREEMENT

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

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

CITY OF SPRING HILL, TENNESSEE

By: _____
Jim Hagaman, Mayor

NEEL-SCHAFFER

By: _____

(Print Name)

RESOLUTION 21-190

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION, D/B/A/ GOODALL HOMES

WHEREAS, the City of Spring Hill and Goodall Homes Arbor Valley Project have a mutual need for a water storage tank to serve the Beechcroft Road area; and

WHEREAS, the Developer owns certain real property on Beechcroft Road in the City of Spring Hill, Maury County, Tennessee; and

WHEREAS, the Developer is seeking certain development entitlements and approvals from the City to develop Arbor Valley Project; and

WHEREAS, the City and the Developer have negotiated an equitable development agreement to construct the Arbor Valley Water Storage Tank; and

WHEREAS, funding for the Arbor Valley Water Storage Tank is budgeted in the Water and Sewer Budget for FY 2021/2022 fund (410-52100-906); and

WHEREAS, City staff recommends approval of the agreement to construct the Arbor Valley Water Storage Tank Project in the not-to-exceed amount of \$1,634,218.00.

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

1. Approve the Development Agreement and exhibits contained therein as attached hereto this Resolution.
2. Authorize the Mayor and City Attorney to sign said Development Agreement and ancillary agreements in substantial conformity

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

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 21-190*
SUBMITTED BY: Jessica Weaver, Interim Utility Director
DATE: November 1, 2021
RE: To approve the Joint development agreement with Clayton Properties Group, Inc., DBA Goodall Homes

ATTACHMENTS:

PURPOSE:

To approve Resolution 21-XX to approve a Joint development agreement with Clayton Properties Group, Inc., DBA Goodall Homes to share costs in the completion of the Arbor Valley Storage tank and authorize the Mayor to execute the joint development agreement.

BACKGROUND:

The City of Spring Hill has had long term needs for a water storage tank for the Beechcroft Road area. Goodall Homes Arbor Valley Project is also in need of a water storage tank for their development with a capacity need of 240,000 gallons. This capacity along with the City of Spring Hill projected storage tank capacity needs total a 1.5-million-gallon potable water storage tank. To satisfy the needs of the City and the Development, the city and the developer have drafted a developer agreement depicting the cost share and construction responsibilities of these tank needs.

FINANCIAL IMPACT:

This Agreement will provide the authorization to lock the tank pricing which is to be funded from water revenues with a City's portion estimated cost of \$1,634,218 (60 % of \$2,723,697.00 which is the most recent quote for the tank)

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 21-190 to approve the joint development agreement with Clayton Properties Group, Inc., DBA Goodall Homes and to authorize the Mayor to sign the joint development agreement.

JOINT DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this the ____ day of _____, 2021, by and between Clayton Properties Group, Inc., a Tennessee corporation, D/B/A GOODALL HOMES, (“Developer”), and the CITY OF SPRING HILL, TENNESSEE, a municipal corporation organized and existing under the laws of the State of Tennessee, hereinafter referred to as “City”.

WITNESSETH:

WHEREAS, Developer owns certain real property located on Beechcroft Road in the City of Spring Hill, Maury County, Tennessee, and further identified as Parcel No. 060024 01000, as more particularly described on Exhibit “A” attached hereto and made a part hereof, which parcel includes approximately 239.73 acres (the “Property”); and

WHEREAS, Developer is seeking certain development entitlements and approvals from the City to develop Arbor Valley Phase 1, consisting of _582_ single family residential units ; and

WHEREAS, the Developer in connection with the future development of Arbor Valley Phase 2 , anticipates seeking to obtain development entitlements and approvals from the City and to provide water service to meet all state and local requirements; and

WHEREAS, Arbor Valley Phase 1, Arbor Valley Phase 2, and all future phases of said development are hereafter referred to collectively as the “Arbor Valley Project,” and

WHEREAS, Developer seeks to provide water service to the Arbor Valley Project to meet all state and local requirements; and

WHEREAS, in order to supply water service to the Arbor Valley Project and for the City’s future needs, Developer and the City have agreed to share in the estimated cost of a 1.5 million Gallon potable water storage tank facility (the “Storage Tank”) on the Property in order to provide the requisite water services to the Arbor Valley Project; and

WHEREAS, in order to satisfy anticipated future obligations for the development of the Arbor Valley Project and City’s future needs, Developer and the City have entered into this Agreement to allocate the costs of the Storage Tank among them, pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and assurances set forth herein, the Developer and the City do hereby agree as follows:

1. Recitals

The foregoing Recitals are incorporated into this Agreement and are made a part hereof.

2. Scope of Work

In connection with the preparation of the site plan and building plans and specifications for the Arbor Valley Project, Developer shall construct on the Property, at its sole expense (subject to the Cost Share obligations of City in this Agreement) and in a location as agreed on by the City and Developer in compliance with construction requirements: (i) a 1.5 Million Gallon water storage facility at an overflow elevation of 903.00 (the "Storage Tank"); and (ii) a twelve ft. (12') wide access road from the public street across the Property to the site of the Storage Tank (the "Access Road"). The Storage Tank and Access Road shall be completed prior to the issuance of the first certificate of occupancy for a single-family residence located in Arbor Valley Phase 2. The Storage Tank shall be fully operational and connected to the City's municipal water supply for use in the Arbor Valley Project in Beechcroft Road.

3. Developer Responsibilities

Within 30 days following FMDP approval by the City of Arbor Valley Phase 1, the Developer shall provide:

- 1) scope of work for Storage Tank and related improvement including Access Road;
- 2) preliminary plans for Storage Tank and related improvements including Access Road; and
- 3) preliminary estimate of probable cost for Storage Tank and related improvements including the Access Road
- 4) any additional items as applicable.

The FMDP documentation shall be reviewed by the City's consultant engineer to ensure the preliminary plan conforms with City requirements including elevation of the tank. The City will issue residential building permits for Arbor Valley Phase 1 following the submittal of the foregoing FMDP. Following review by City staff and the City's consultant engineer, the approval of said plans not being unreasonably withheld or delayed by the City or its consultant engineer, the Developer will proceed with preparing final construction plans and specifications for submittal to the City and the State of Tennessee.

The Developer shall submit for review and approval to the City and State of Tennessee construction plans, specifications, and other required supporting documentation for issuance of required permits for construction of the Storage Tank and Access Road. A final estimate of probable cost shall be prepared by the Developer and submitted to the City, upon securing the required permits. The Developer shall proceed with the construction of the Storage Tank and related improvements including the Access Road. The Developer shall be required to furnish to the City a Performance Bond in the amount of Forty percent (40%) of cost of Storage Tank, in a form acceptable to the City as provided in the Unified Development Code for the City of Spring Hill, as financial surety for the construction of the Storage Tank and Access Road. The Storage Tank and related improvements including the Access Road shall be constructed to City standards and other authorities having jurisdiction including the State of Tennessee.

Following completion of construction of the Storage Tank and Access Road, the Developer shall provide a Maintenance Bond in the amount of Forty percent (40%) of cost of Storage Tank project and all associated items including the Access Road constant with the approved construction drawing dated 10/27/2021, in a form acceptable to the City of Spring Hill as financial surety during the Warranty Period set out in Section 6 of this Agreement, as required by the Unified Development Code of the City of Spring Hill. In addition, the Developer shall provide a detailed final accounting of the actual cost of construction incurred in the construction of the Storage Tank and related improvements, including the Access Road.

4. City Responsibilities/Cost Share of City

The City shall promptly review and process each request for payment by Developer and process such payment with 45 days of an approved invoice of receipt of each invoice.

5. Cost Share of Storage Tank

Cost Share of Storage Tank is as follows: Sixty percent (60%) City responsibility and Forty percent (40%) Developer Responsibility for costs set out in Exhibit B to this Agreement, based upon a final estimate of probable costs provided by Developer, together with detailed breakdown and reimbursement schedule of costs by City.

6. Dedication and Warranty of Storage Tank

Upon completion of the Storage Tank project, the Storage Tank and any property identifying as required to service the Storage Tank shall be dedicated free and clear of encumbrances to the City, together with a permanent easement for the Access Road.

The Developer warrants the work performed by the Developer for a period of one year after the City's acceptance of the Storage Tank and related improvements (the "Warranty Period"). In the event the Storage Tank requires repairs or replacements during the Warranty Period, the Developer shall complete such repairs and replacements for the Storage Tank.

7. Inspection during construction

The City of Spring Hill or its designee shall have full access to the construction site and conduct on-going and regular on-site inspections of construction of the Access Road, the foundation, and the Storage Tank itself.

8. Agents for City and Developer

The agent of the City for the purposes of this Agreement is the City Administrator of Spring Hill, Tennessee, or his/ her designee. The agent for the Developer is Chris O'Neal.

9. Further Assurances

The Parties each hereby agree to execute and deliver all of the agreements and documents required to be executed and delivered by them in this Agreement and the instruments attached hereto, and to execute and deliver such additional instruments and documents and to take such additional actions as may be reasonably required from time to time in order to effectuate the transactions contemplated by this Agreement and the instruments attached hereto.

10. Notices and Communication

Notice may, unless otherwise provided herein, be given or served: (i) by depositing the same in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing the same with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; or (iii) by delivering the same to such party, or an agent of such party, by email and followed by telephone confirmation of receipt, or by hand delivery. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when actually received at the address of the party to be notified. Notwithstanding the foregoing, if a Notice is delivered by hand or is received by email on a day which is not a Business Day, as hereinafter defined, or after 5:00 P.M. on any Business Day at the addressee's location, such notice or communication shall be deemed to be actually received by the recipient at 9:00 A.M. on the first Business Day thereafter. For the purposes of notice, the addresses of the parties shall, until changed as provided below, be as follows:

Office of City Administrator of Spring Hill, Tn.
ATTN: Pamela Caskie
199 Town Center Parkway
Spring Hill, TN 37174
Phone: 931-486-2252
Email: pcaskie@springhilltn.org

The mailing address of Developer for the purposes of notification requirements of this Agreement shall be:

Clayton Properties Group, Inc. a Tn corporation, D/B/A GOODALL HOMES
Attn: Chris ONeal
393 Maple Street, Suite 100
Gallatin, TN 37066
Phone: 615-681-4335
Email: coneal@goodallhomes.com

11. Non-Waiver

None of the terms, covenants or conditions of this Agreement shall be deemed waived by any act of either Party unless same is specified in writing executed by all Parties hereto.

12. Liability

The City shall have no liability except as specifically provided in this Agreement. All liability and obligations of Developer arising under this Agreement shall cease one (1) year after the expiration of the Warranty Period.

13. Governing Law

This Agreement shall be construed under and enforced pursuant to the laws of the State of Tennessee.

14. Venue and Jurisdiction

Exclusive venue and jurisdiction for any litigation brought pursuant to or with regard to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

15. Severance

Should any provision of this Agreement be declared invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, which shall remain in full force and effect.

16. Captions

Captions of the sections of this Agreement are for convenience and reference only and shall in no way be held to explain, modify, amplify, or aid in the interpretations, construction, or meaning of the provisions of this Agreement.

17. Amendment

This Agreement shall be amended only in writing executed by all Parties hereto.

18. Assignment

This Agreement shall not be assigned by the Developer to a third party without timely prior written consent of the City, which shall not be unreasonably withheld.

19. Time is of the essence.

All Parties hereto acknowledge that time is of the essence, and each party will commit to its timely compliance with this Agreement. The Parties agree that the City's and its consultant engineer's timely response to request for approvals, reimbursement of costs, and other requests of Developer in connection with this Agreement is crucial to the Developer's timely completion of the Storage Tank and related improvements, including the Access Road. City and City's consultant engineer shall respond to Developer's request for approvals in connection with this Agreement within seventy-two (72) hours of receipt of Developer's written request therefore. Developer agrees to comply with the Project Schedule to be provided to City not later than thirty (30) days after BOMA approval and other related improvements, including the Access Road. City agrees to comply with the detailed payment schedule for reimbursement of costs to Developer attached as part of the Cost Share Exhibit to this Agreement. The estimated date of completion of construction of the Storage Tank and other related improvements, including the Access Road is set out on the Schedule Exhibit attached hereto, subject to the provisions of Section 24 herein.

20. Binding Effect

This Agreement shall be binding upon each of the parties hereto, their successors, heirs and assigns and that there are no understandings or agreements between them except as contained in this Agreement.

21. Entire Agreement

This writing constitutes the entire agreement between the Parties and supersedes all previous agreements, if any. No Party to this Agreement makes any representation to the other Party, except as expressly set forth in this Agreement.

22. Execution

This Agreement may be executed in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

23. Business Days/Weekends or Holidays.

A "Business Day" is any day other than a Saturday, Sunday or legal holiday in Spring Hill, Tennessee. If any date or any period provided in this Agreement ends on a day other than a Business Day, the applicable period shall be extended to the first Business Day thereafter.

24. Force Majeure.

In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, failure to obtain materials and/or supplies delays resulting from the COVID-19 pandemic, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

Within 24 hours of the occurrence of a Force Majeure Event, the affected party shall notify the other party of the occurrence by sending an e-mail message to the other party. In addition, the affected party shall provide to the other party within seven (7) days of determining the cause of the Force Majeure Event a written explanation concerning the circumstances that caused the Force Majeure Event, and a procedure to cure said failure to perform if cure is possible.

25. Disputes; Non-binding Mediation, Binding Arbitration; Legal Fees.

In the event that any dispute shall arise which shall not otherwise be resolved by the Parties, the following mediation and arbitration procedures shall apply:

A. Within twenty (20) days of delivery of written notice by either party that mediation shall be pursued as a potential remedy, either party may refer the dispute to the American Arbitration Association (AAA); AAA shall then appoint a mediator who shall conduct non-binding mediation. The cost of mediation shall be borne equally by the Parties, unless a party shall refuse to attend mediation, in which event the Party refusing attendance shall bear the cost and expenses of AAA and its mediator.

B. If the mediation process provided for above shall be unsuccessful in causing the parties to reach an agreement, or if a Party shall refuse to attend mediation, then upon twenty (20) days prior written notice by either Party, the dispute may be submitted to AAA, who shall then appoint one (1) arbitrator to hear the dispute. The Parties may be represented at arbitration by legal counsel if they desire. The decision of the arbitrator shall be final and binding on all Parties in all respects and shall not be appealed or appealable to any court. Further, on application of any Party, the decision of the Arbitrator may be converted to a judgment of the Chancery Court for the County in which the Property is situated, and the parties do hereby consent to entry of same. The Arbitrator may apportion fees and costs between the parties including reasonable attorney fees and cost of arbitration, based upon the merits of the Parties respective positions, as decided in the sole discretion of the arbitrator

Approved by the City of Spring Hill Board of Mayor and Alderman on _____, 2021.

SO AGREED by the undersigned parties as of the date first given.

Clayton Properties Group, Inc., a TN corporation
D/B/A GOODALL HOMES

CITY OF SPRING HILL, TENNESSEE

By: _____

By: _____

Title: _____

Title: _____

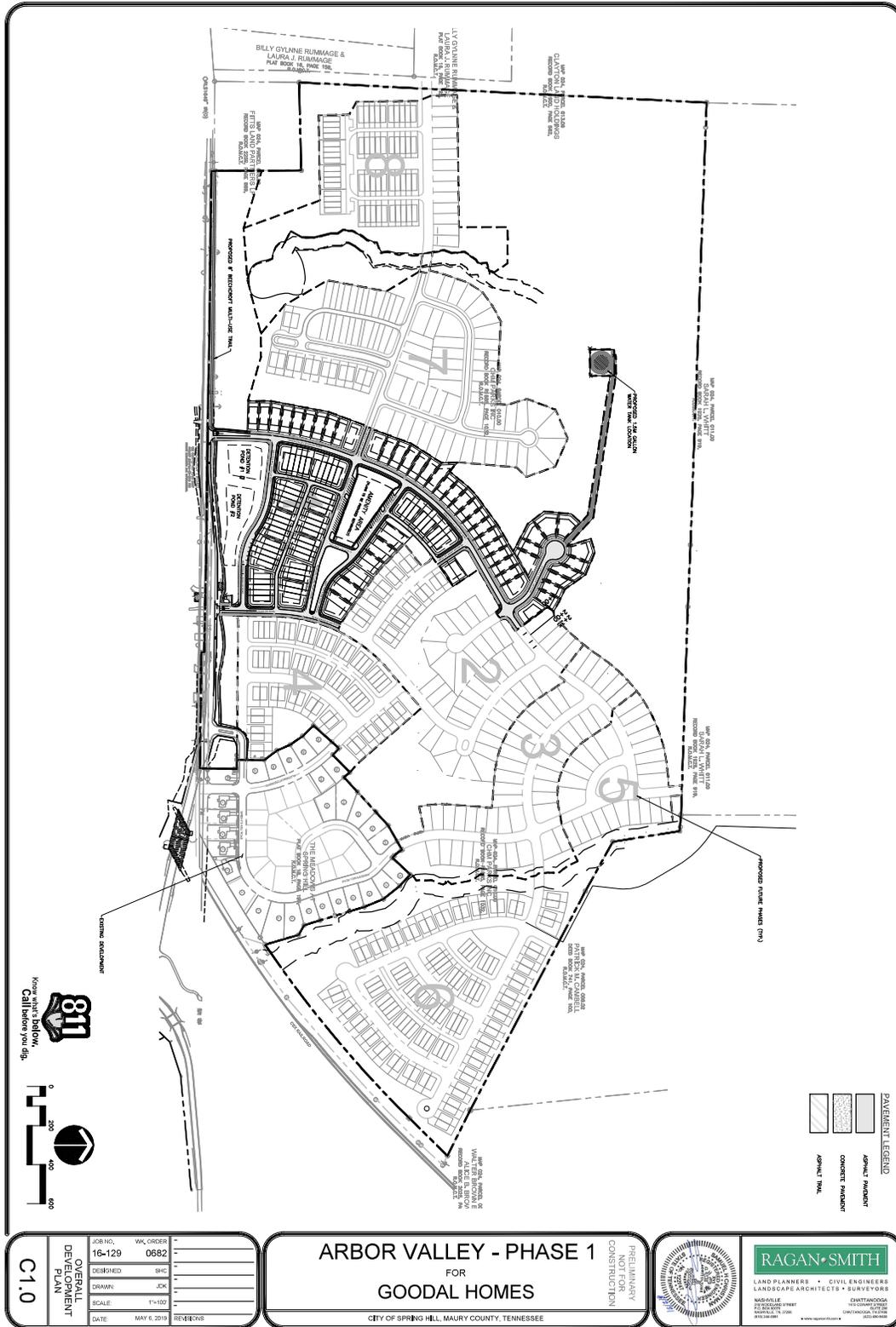
Exhibit A

[Arbor Valley Phase 1 and Phase 2]

Exhibit B
Cost and City Reimbursement Schedule

Exhibit C
Construction Schedule

Exhibit A



Estimated Construction Cost					
Arbor Valley - 1.5MG Ground Storage Tank					
Date: 10/4/2021					
Item #	Item Name	Quantity	Unit	Unit Price	Total Price
GENERAL					
	Temporary Facilities and Controls (Mobilization, Bonds and Insurance)	1	LS	\$ 65,433.00	\$ 65,433.00
	Engineering and Survey Cost (Civil)	1	LS	\$ 27,400.00	\$ 27,400.00
	Engineering (Water Tank Design) ¹	1	LS	\$ 68,000.00	\$ 68,000.00
	Geotechnical (20 Days Site Observation & Testing)	1	LS	\$ 26,500.00	\$ 26,500.00
	Project Contingency	1	LS	\$ 355,264.95	\$ 355,264.95
CLEARING					
	Tree Clearing and Removal	2.5	ACRE	\$ 7,650.00	\$ 19,125.00
EARTHWORK					
	Erosion & Sediment Control	1	LS	\$ 38,500.00	\$ 38,500.00
	Earthwork (Cut)	4000	CY	\$ 10.00	\$ 40,000.00
	Export of Fill Material	4000	CY	\$ 8.00	\$ 32,000.00
	Topsoil Back	1500	CY	\$ 8.00	\$ 12,000.00
	Import Compacted Base Stone around Tank Site	1657	Tons	\$ 25.00	\$ 41,425.00
	Subgrade remediation	1	LS	\$ 255,000.00	\$ 255,000.00
	Roadway Improvement Grading	1	LS	\$ 85,000.00	\$ 85,000.00
WATER TANK					
	Model 8438 Aquastore 1.5MG Ground Storage Tank ²	1	LS	\$ 1,414,800.00	\$ 1,414,800.00
	12" Yard Piping	1	LS	\$ 85,000.00	\$ 85,000.00
	12" Altitude Valve with Valve Vault	1	LS	\$ 50,000.00	\$ 50,000.00
	12" Check Valve with Valve Vault	1	LS	\$ 50,000.00	\$ 50,000.00
	SCADA Telemetry ³	1	LS	\$ 23,000.00	\$ 23,000.00
	Tank Mixer	1	LS	\$ 9,500.00	\$ 9,500.00
FENCING					
	6' Black vinyl chain link with barbwire top, and 6' double gate	515	LF	\$ 50.00	\$ 25,750.00
TOTAL PROJECT COSTS					\$ 2,723,697.95

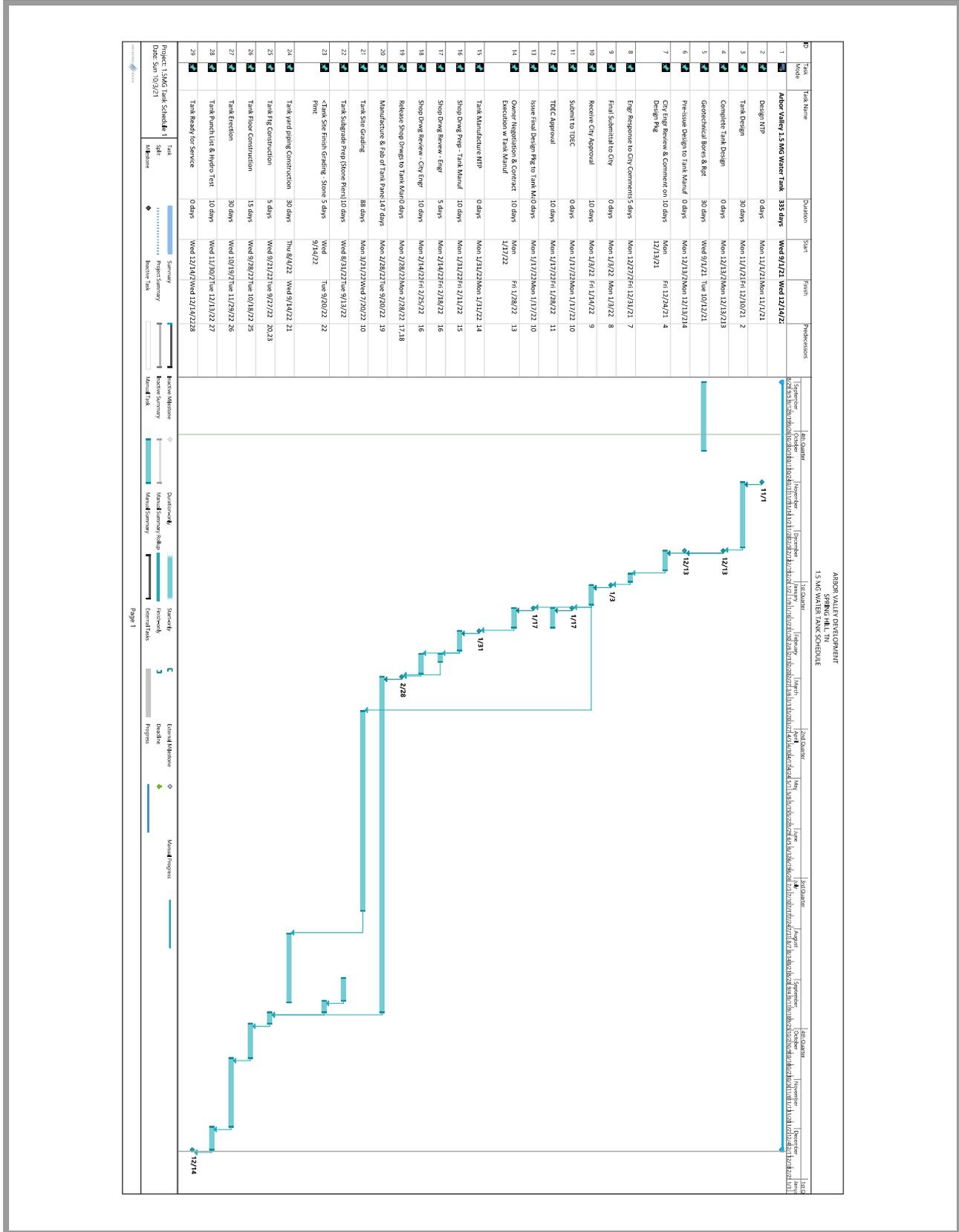
Notes:

¹ H&D Construction Phase Services assumes 6 month for construction and DOES NOT include daily inspections

² Tank Pricing from Southeastern Tank valid for a period of sixty (60) days, pricing excludes water for hydraulic testing, filling or refilling

³ Pricing for SCADA Telemetry provided by City of Spring Hill from Southern Flow

⁴ Thomas and Hutton will be performing the inspections service, making recommendation of payments and any change orders on behalf of the City of Spring Hill



RESOLUTION 21-197

A RESOLUTION TO ACCEPT GRANT FUNDING FROM THE 2021 BULLETPROOF VEST PARTNERSHIP (BVP) FROM THE BUREAU OF JUSTICE ASSISTANCE FOR THE POLICE DEPARTMENT

WHEREAS, City of Spring Hill Board of Mayor and Alderman approved Resolution 21-74 for the Police Department to submit an application to the Bullet proof Vest Partnership (BVP) grant; and

WHEREAS, the Spring Hill Police Department applied for funding from the BVP under the Bureau of Justice Assistance for the purchase of body armor worn by police officers; and

WHEREAS, funding is allocated to purchase (20) twenty body armor with reimbursement from the BVP at (50%) fifty percent of the cost of each body armor purchased; and

WHEREAS, the total program amount requested and awarded from BVP is \$13,520.00, which would provide the Police Department with \$6,760.00 in reimbursement; and

WHEREAS, matching funds for this grant are budgeted within the FY 2021-22 Police Department Uniform budget.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Alderman approves the acceptance of the grant funding from the 2021 Bulletproof Vest Partnership for the purchase of body armor in the amount of \$13,520.00, with \$6,760.00 in reimbursement, from the Bureau of Justice.

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

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Ordinance No. 21-28

AN ORDINANCE OF THE CITY OF SPRING HILL, TENNESSEE, AMENDING SPRING HILL MUNICIPAL CODE TITLE 14, SECTION 14-101 (D) REGARDING MAYORAL APPOINTMENTS TO THE PLANNING COMMISSION.

WHEREAS, the Board of Mayor and Aldermen of the City of Spring Hill may, pursuant to its charter and general laws of the State of Tennessee, enact regulatory ordinances protecting and promoting the general welfare, health, and safety of its citizens; and

WHEREAS, the Spring Hill Municipal Code, Title 14, Section 14-101 (D) currently states: "The Mayor shall also have the authority to remove any appointed member at the **member's** discretion"; and

WHEREAS, the subsection is internally inconsistent and unclear, creating ambiguity as to the authority given; and

WHEREAS, the Board of Mayor and Aldermen desires to clarify the language and correct the error in the municipal code.

NOW, THEREFORE, BE IT BE ORDAINED BY THE CITY OF SPRING HILL, TENNESSEE, BOARD OF MAYOR AND ALDERMEN, that Title 14, Section 14-101 (D) shall be deleted and replaced with new Section 14-101 (D) as written below:

Title 1, Section 14-101(D)

"The Mayor shall also have the authority to remove any appointed member at the **Mayor's** discretion."

BE IT FURTHER ORDAINED, that all Ordinances in conflict are repealed or changed accordingly.

This ordinance shall take effect after adoption by affirmative vote of the Board of Mayor and Alderman at two (2) consecutive regularly scheduled meetings, the public welfare requiring it.

PASSED AND ADOPTED BY THE BOARD OF MAYOR AND ALDERMAN OF THE CITY OF SPRING HILL, TENNESSEE, this the 15th day of November, 2021.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

Passed on First Reading: November 1, 2021

Passed on Second Reading: November 15, 2021



DATE: October 4, 2021

Memo To: Board of Mayor and Alderman

From: Trent Linville, Alderman

RE: Ordinance Amending Title 14, Section 14-101 (D) of the Spring Hill Code

Title 14, 14-101(D) currently states that "The Mayor shall also have the authority to remove any appointed member at the **member's** discretion." This subsection of code is internally inconsistent as it references the Mayor's authority to remove appointees but makes it contingent upon the member's discretion.

This Ordinance would fix the contradictory part of the code to both align with our practice and ensure clarity in the future by removing the need for statutory interpretation.

This Ordinance would replace the current Section 14-101(D) with a new subsection that reads as:

"The Mayor shall also have the authority to remove any appointed member at the **Mayor's** discretion"

ORDINANCE NO. 21-13

AN ORDINANCE TO AMEND ARTICLE 13, SECTION 13.2 E.1.f., SECTION 13.3 E. 5., SECTION 13.5 E. 3.a., 4.e., AND H. 2.h., TABLE 13-3, SECTION 13.6 D.2.a., E.5.a., AND G.3., AND TABLE 13-4 OF UNIFIED DEVELOPMENT CODE REGARDING REQUIREMENTS FOR PERFORMANCE OF WATER AND SEWER CAPACITY ANALYSIS

WHEREAS, the Board of Mayor and Aldermen adopted Ordinance 86-42 and subsequent amendments thereto that govern requests for connections to the City of Spring Hill Water and Sewer Systems; and

WHEREAS, the standards and requirements set forth in Title 18 of the Code of Ordinances for connections to public water and wastewater utility systems are necessary for the preservation and protection of the public health, safety and general welfare; and

WHEREAS, on August 20, 2018 the Board of Mayor and Aldermen adopted Ordinance 18-21 to adopt the Unified Development Code, along with subsequent amendments thereto, that sets forth standards and requirements for public water and wastewater utility infrastructure improvements necessary for the preservation and protection of the public health, safety and general welfare; and

WHEREAS, the City intends to ensure that the development of any land within the City of Spring Hill subject to the standards and requirements set forth in the Unified Development Code and Title 18 of the Code of Ordinances and other applicable standards and requirements of the City will reasonably protect the citizens and taxpayers from having to bear the cost resulting from the haphazard connection to the City's water and wastewater utility systems; and

WHEREAS, the construction of public water and wastewater infrastructure including water and wastewater treatment facilities is an element of community development which impacts other public facilities, roadways and adjacent lands, and the execution of such construction in a proper and orderly manner in the best interest of the public health, safety and general welfare; and

WHEREAS, the Board of Mayor and Aldermen recognizes that the provision of water and wastewater utility services is an essential public service and is in the best interest of the public health, safety and welfare; and

WHEREAS, the Board of Mayor and Aldermen acknowledges the importance of understanding the sufficiency and capacity of the water distribution system, wastewater collection system, water treatment plant, and wastewater treatment plant, to ensure sufficient capacity exists to serve property and orderly development within the City; and

WHEREAS, the Board of Mayor and Aldermen recognizes the necessity of performing water and wastewater capacity analysis for an annexation, zoning map amendment, planned development, subdivision preliminary plat, site plan, and/or special use permit application to determine the sufficiency and capacity of the City's water distribution system, wastewater

collection system, water treatment plant, and wastewater treatment plant prior to permitting connection to the City’s water and wastewater utility services; and

WHEREAS, the Spring Hill Municipal Planning Commission after conducting a public meeting on October 11, 2021, has reviewed the proposed amendments to the Unified Development Code in their entirety and provides a favorable recommendation for their adoption by the Board of Mayor and Aldermen as provided in Resolution 21-93 B and Resolution 21-106 B approved on October 11, 2021 by the Planning Commission.

BE IT THEREFORE ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE, that the following is hereby adopted relative to the inclusion of requirements for water and wastewater capacity analysis to be performed:

1. Article 13, Section 13.2 E.1.f. of the Unified Development Code, is amended as referenced in the attached Exhibit.
2. Article 13, Section 13.3 E.5. of the Unified Development Code, is amended as referenced in the attached Exhibit.
3. Article 13, Section 13.5 E.3.a., 4.e., and H.2.h. of the Unified Development Code, is amended as reference in the attached Exhibit.
4. Article 13, Table 13-3 and Table 13-4 of the Unified Development Code, is amended as referenced in the attached Exhibit.
5. Article 13, Section 13.6 D.2.a., E.5.a. and G.3. of the Unified Development Code, is amended as referenced in the attached Exhibit.
6. The effective date for the amendments referenced herein shall be December 1, 2021.

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

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

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Article 15. Subdivision Regulations – Required Public Improvements and Bonds

**ARTICLE 15. SUBDIVISION REGULATIONS –
REQUIRED PUBLIC IMPROVEMENTS AND BONDS**

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15.1 APPLICABILITY

Every lot created by subdivision must conform to the zoning district regulations of this Code applicable at the time of application; however, modifications or waivers of any applicable requirements may be made by the Planning Commission only where unique and inherent characteristics of the land proposed for development warrant such deviations. It is the sole responsibility of the property owner to request and justify such waivers to the Planning Commission. Any plat which has received preliminary plat approval is exempt from any subsequent amendments to the zoning regulations of this Code or dimensional subdivision regulations rendering the plat nonconforming as to dimensional or development standards, provided, that final approval is obtained within the effective period of preliminary approval.

15.2 REQUIRED LETTERS AND PUBLIC IMPROVEMENT SPECIFICATIONS

The City will provide language for required letters and bonds, and the detailed specifications for public improvement, which may be revised, changed, and/or added to on an as needed basis. For reference, these include but are not limited to:

- A. Water letter for subdivisions
- B. Letter of credit minimum requirements
- C. Performance and/or maintenance bond
- D. Roadway construction plan requirements for new development
- E. Specifications for materials and construction procedures for roadways
- F. Storm water drainage calculations submittal guidelines and requirements
- G. Roadway cross-section and standard drawings
- H. Standard Specifications for Water Addition

15.3 PUBLIC WAYS AND UTILITIES

Pursuant to TCA Section 13-4-306, the Planning Commission cannot, nor may any public authority accept, lay out, open, improve, grade, pave, or light any public way, lay or authorize the laying of water mains or sewers, or construct or authorize the construction of other facilities or utilities in any public way located within the jurisdictional area unless such way has been accepted, opened, or otherwise received the legal status of a public way prior to the attachment of

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the Planning Commission's jurisdiction, or unless such way corresponds in its location and lines to a way shown on a subdivision plat approved by the Planning Commission, or on a public way plat made by the Planning Commission. However, the governing body may override the Planning Commission, as provided in TCA Title 13. In case of any state highway constructed or to be constructed within the jurisdictional area with state funds as a part of the state highway system, the submission to the Planning Commission must be by the Tennessee Commissioner of Transportation, who has the power to overrule the disapproval of the Planning Commission.

15.4 LOT CONFIGURATION

- A.** All lots created during subdivision must comply with the minimum lot area and width standards of the applicable zoning district.
- B.** Every lot created by subdivision must front on a street (public or private). However, the Planning Commission has the authority to approve minor subdivisions of commercially zoned property resulting in lots not fronting on private or public streets, but which use easements for access. A maximum of two lots relying on the access easement may result from such subdivision.
- C.** Double frontage and reversed frontage lots must be avoided except where necessary to overcome specific disadvantages of topography and orientation.
- D.** The creation of new flag lots is prohibited.
- E.** Every lot or parcel of land that is subdivided into two or more lots must be so divided that each separate lot contains a relatively straight boundary line between each lot as much as feasible.
- F.** The Planning Commission may require that lots within a development do not derive access exclusively from arterial or collector streets. If access from such streets is necessary for several adjoining lots, the Planning Commission as part of plat approval may require that the lots be served by a combined access drive in order to limit possible traffic hazards. Driveways must be designed and arranged to avoid vehicles having to back out onto arterial or collector streets public ways. Right-of-way design requirements are described in Article 16.
- G.** The Planning Commission may require lots be arranged so that further subdivision and the opening of future public ways can be in place where they would be necessary to serve potential lots, in compliance with the standards of the applicable zoning district and the subdivision requirements.
- H.** Lots must be laid out to provide positive drainage away from all buildings. Individual lot drainage must be coordinated with the overall storm water management for the development. Perimeter lot line drainage swales and/or storm piping may be required where it is necessary to achieve positive and adequate drainage runoff conveyance away from the buildings. Adequate and positive drainage must be provided by the developer and builder during grading and finished grading activities. No cross-lot drainage is allowed.
- I.** Lots should be arranged so that building sites maximize utilization of energy conservation measures, such as providing for solar access purposes.
- J.** Where a lot in any flood prone area must be improved to provide a building site free from flooding, such improvements must be made outside the floodway by elevation or fill to at least two feet above the regulatory flood protection elevation (100-year flood) for a distance extending at least 25 feet beyond the limits of intended structures and, additionally, extending a sufficient distance to include areas for subsurface sewage disposal if the lot is not to be connected to a public sanitary sewer system. Any fill must be protected against erosion by riprap, vegetative cover, or other methods deemed acceptable by the Planning Commission. In non-residential building sites outside a floodway but subject to flooding, the use of the structural flood proofing of these regulations, as an alternative to landfill, may be approved by the Planning Commission.

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15.5 COMMON OPEN SPACE

Residential subdivisions require 15% of the total land area be set aside as common open space according to the following standards.

- A.** The minimum open space required must be owned and maintained as described in this section. The uses within the open space must be accessible to the residents of the development. These uses may also be available to the general public. The required open space must be conveyed to a Homeowners Association (HOA) for use by the HOA in perpetuity and may not be further divided or converted to a buildable lot without approval of a revised plat by the Planning Commission.
- B.** The following active and passive open space uses are counted as common open space:
1. Natural water features, wetlands, and conservation areas. This includes required buffers from natural resources that are not included as part of a private lot.
 2. A trail system connecting open space areas. This includes hiking, biking, and equestrian trails. Where feasible, any trail system must connect and provide access to the proposed bicycle and greenway network, as shown in the Bicycle and Greenway Plan.
 3. Recreational facilities containing hardscape or impervious surfaces such as swimming pools, tennis courts, and skateparks.
 4. Parks and playgrounds.
 5. Greenways. Where feasible, proposed greenways must connect and provide access to the citywide proposed bicycle and greenway network as shown in the Bicycle and Greenway Plan.
 6. Botanical gardens, greenhouses, and community gardens.
 7. Reuse of structures existing on the site prior to development for community purposes (i.e. rehab of an existing barn or silo for the use of the residents, etc.).
 8. Agricultural uses, including vineyards with wineries and stables.
 9. On-site stormwater management facilities. No more than 10% of the required total open space area may consist of stormwater management facilities.
- C.** Yards on individual lots or yards that are reserved for the exclusive use of an individual property owner; dedicated streets, alleys, or other public rights-of-way; and vehicular drives, private streets, and parking, loading and storage areas do not count as common open space.
- D.** A management plan must be prepared and submitted for all common open space, including any man-made drainage facilities that serve more than one property, such as detention/retention ponds. The designated common open space and common facilities must be owned and maintained by one or a combination of the following and the management plan must meet the standards for each type:
1. **Homeowners Association/Property Owners Association**
 - a. The developer must provide the City with a description of the association, proof of incorporation of the association, a copy of its bylaws, and satisfactory proof of adoption thereof, a copy of the declaration of covenants, easements, or restrictions or similar document(s) regulating the use of the property and setting forth methods for maintaining the open space.
 - b. The association must be organized by the developer and operated with financial subsidization from the developer before the sale of any lots within the development.
 - c. Membership in the association is mandatory for all homeowners and tenants therein and their successors. The conditions and timing of transferring control of the association from developer to the homeowners or tenants must be identified.
 - d. The association is responsible for maintenance and insurance on open space owned by the association,

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enforceable by liens placed by the homeowners or property owners association. Maintenance obligations also may be enforced by the City, which may place liens to recover its costs. Any governmental body with jurisdiction in the area where the development is located may place liens on the owners of the open space to collect unpaid taxes.

e. The members of the association must share equitably the costs of maintaining open space owned by the association. Shares must be defined within the association bylaws or declaration. Association dues must be structured to provide for both annual operating costs and to cover projected long-range costs relating to the repair of any facilities and must be reserved for such purposes.

f. The association must have or hire adequate staff to administer common facilities and to properly and continually maintain the open space.

g. The homeowners or property owner's association may lease open space lands to any other qualified person or corporation for operation and maintenance of such lands, but such a lease agreement must provide:

i. That the residents of the development will at all times have access to the open space lands contained therein (except that access to land that is actively farmed).

ii. That the open space lands to be leased must be maintained.

iii. That the operation of open space facilities may be for the benefit of the residents only or may be open to the public, at the election of the developer and/or homeowners' association, as the case may be.

h. A homeowners or property owners association must provide documentation approved by the City demonstrating compliance with these provisions must be recorded with the final subdivision, and proof of recording thereof must be provided to the City prior to the issuance of any building permits for the property. The applicant must provide draft homeowners or property owners association documentation with sufficient detail to demonstrate compliance with this section.

2. Condominium Association

To the degree applicable, condominium documents must comply with the regulations above for homeowners associations. Condominium documents must be recorded with the final plat. At the time of preliminary plat submission, the applicant must provide draft condominium documents with sufficient detail to demonstrate compliance with this section.

3. Private Conservation Organization

With the permission of the City, an owner may transfer either fee-simple title of the open space or easements on the open space to a private, conservation organization, among whose purposes it is to conserve open space and/or natural resources, provided that:

a. The organization is acceptable to City, and is a bona fide conservation organization with perpetual existence.

b. The conveyance contains appropriate provision for proper reverter or retransfer in the event that the organization becomes unwilling or unable to continue carrying out its functions.

c. The open space is permanently restricted from future development through a conservation easement and the City is given the ability to enforce these restrictions.

d. A maintenance agreement acceptable to the City is entered into by the developer and the organization.

4. Private Ownership

An individual who will maintain the land for common open space purposes, as provided by a conservation easement. This option may be used only on a very limited basis for unique situations where no other options are feasible, as approved by the Planning Commission.

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The Planning Commission may require adequate assurance, in a form and manner which it approves, that the common open space shown in the final development plan will be provided and developed. The following methods of assurance are illustrative of the types of assurances which may be provided and used singly, in combination or in conjunction with other similar methods:

- a. The City may accept a bond, corporate surety, or other acceptable financial guarantee in an amount sufficient to purchase the common open space shown in the final development plan or alternative acreage which is equivalent in size and character.
- b. The title to the land shown as common open space may be put in escrow, the escrow agreement to provide that the land is to be held in escrow until the Planning Commission has certified to the escrow agent that the planned development has been completed, at which time the common open space is to be conveyed to a public agency or trustees provided in an indenture establishing an association, funded trust, or similar organization. The escrow agreement may provide for the release of common open space by the escrow agent in stages. In such instance, the Planning Commission is to certify the completion of each stage of the planned development to the escrow agent and the escrow agreement must provide that the open space may be conveyed in stages. In this event, the open space which is conveyed is to be of the same proportions to the open space provided on the final development plan as the dwelling units that have been built are to the total number of dwelling units which are allowable by the final development plan.
- c. If any planned development which includes common open space is held by the developer on option, the developer shall assign to the city the right to exercise the option to acquire the common open space.
- d. In general, the construction and provision of all common open spaces and public and recreational facilities which are shown on the final development plan must proceed at no slower rate than the construction of dwelling units. From time to time, the Planning Commission must compare the actual development with the development schedule. If the Commission finds that the rate of construction of dwelling units or other commercial or industrial structures is substantially greater than the rate at which common open spaces and public and recreational facilities have been constructed and provided, then the Planning Commission may either cease to approve any additional final plats or instruct the Building Inspector to discontinue issuance of building permits.

6. Dedication of Public Facilities

The Planning Commission and the Board of Mayor and Aldermen may, as a condition of approval and adoption, in accordance with the final development plan, require that suitable areas for streets, public rights-of-way, schools, parks, and other public areas be set aside, improved and/or dedicated for public use

15.6 NATURAL LAND CHARACTERISTICS**A. Areas Unsuitable for Development and Hazardous Conditions**

1. Land that the Planning Commission finds to be unsuitable for subdivision or development due to flooding, improper drainage, steep slopes, rock formations, adverse earth formations or topography, utility easements, or other features that would be harmful to safety, health, and general welfare of residents and/or businesses cannot be subdivided or developed unless adequate methods are implemented by the developer and approved by the Planning Commission, upon recommendation of the Planning Department and/or other governmental representative, if any, to solve the problems created by the unsuitable land conditions. Such land should be set aside for uses, such as open space, which would not create a danger.
2. Each developer may be required to furnish and install fences wherever the Planning Commission determines that a hazardous condition exists. Such fences must be constructed according to standards established by the Planning Commission, as appropriate, and noted on the final plat as to height and required materials. No certificate of occupancy will be issued for any affected lot until such fence improvements have been installed.

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Existing features that would add value to residential development or to the area as a whole, such as trees, watercourses and falls, areas of historic or cultural significance, and similar assets, must be preserved in the design of the subdivision when required by the Planning Commission. No grade change or removal of features are permitted until a preliminary plat has been approved by the Planning Commission.

C. Water Quality Buffer Zone Easements

1. On all preliminary and final plats, where a stream, as defined by Tennessee Department of Environment and Conservation (TDEC), is located on any lot or portion of a lot within a proposed subdivision, the developer must dedicate water quality buffer zone easements of 30 feet on each side for unimpaired streams and 60 feet for impaired streams, as measured from the edge of the top-of-bank, on both sides of the creek. This stream buffer must not encroach onto any platted lots created by subdivision. No structures or improvements, as defined by TDEC, are allowed in this area.
2. The easements must be in accordance with the City's Storm Water Department MS4 Program requirements for floodways, public utilities, and riparian protection within which no use may be made or allowed of the area by the property owner that will cause change or damage to the creek or its banks and within which public authority may repair and restore damage to creeks and their banks.
3. The water quality buffer zones easements are designated so as not to disturb the natural vegetation and tree canopies of the creeks and water courses in order to preserve water quality of runoff and to prevent unwarranted sedimentation and pollutants entering the waters of the state. For the purpose of this section, the natural edge of any creek is determined by the City Engineer or the Storm Water Coordinator.
4. Water quality buffer zone easements must be indicated on all plats.

D. Water Bodies and Watercourses

1. If a subdivision contains a water body, or portion thereof, lot lines must be so drawn as to distribute the entire ownership of the water body among the adjacent lots. No more than 10% of the minimum lot area required by any zoning district may be satisfied by land that is under water.
2. The Planning Commission may approve an alternative plan whereby the ownership of and responsibility for safe maintenance of the water body is so placed that it will not become a governmental responsibility and become the responsibility of a homeowner's association or similar.
3. Where a watercourse separates a buildable area of a lot from the public right-of-way by which it has access, provisions must be made for installation of a culvert or other structure approved by the Planning Commission and no certificate of occupancy will be issued for a structure on such a lot until the installation is completed and approved by the Planning Commission and/or the appropriate governmental representative.

E. Soil Preservation, Grading, Erosion Control, and Seeding

No certificate of occupancy will be issued until final grading has been completed in accordance with the approved construction plan. Unless approved by the City Engineer, topsoil cannot be removed from residential lots or used as spoil, but must be redistributed so as to provide cover on the lots and between any sidewalks and curbs, and must be stabilized by seeding or planting.

F. Karsts

When requested by the Planning Commission, the applicant must submit a geotechnical report that contains a summary of findings from a geotechnical analysis performed on the site along with recommendations to address any identified karst or other geotechnical features existing on the development site. In cases where the report finds evidence that karst features exist, no development is permitted to take place over such karst feature.

G. Disposal of Natural and Construction Waste Materials

No cut trees, timber, debris, junk, rubbish, or other waste materials of any kind may be buried in any land or left or deposited on any lot or public right-of-way. Removal of such waste is required prior to issuance of any certificate of occupancy. No such waste may be left behind or deposited in any area of the subdivision at the time of expiration of the performance bond or dedication of public improvements, whichever is sooner.

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15.7 STORMWATER MANAGEMENT

A. Subdivision is subject to Title 18, Storm Water Management Ordinance of the Municipal Code. Per Section 18-404, Land Disturbance Permits, are required prior to the start of construction. Per Title 18, a performance agreement or letter of credit may be required.

B. Maintenance of onsite stormwater facilities must execute an inspection and maintenance agreement that operates as a deed restriction binding on the current property owner or the applicable management association, such as a Homeowners or Property Owners Association, or Condominium Association. The maintenance agreement must:

1. Assign responsibility for the maintenance and repair of the stormwater facility and landscaping to the owner or management association.
2. Provide for a periodic inspection.
3. Provide for minimum maintenance and repair needs that include, but are not limited to, removal of silt, litter and other debris, cutting of grass, and vegetation removal, and replacement of landscape vegetation in detention or retention ponds and inlets and drainage pipes and any other storm water appurtenance.

C. The City will not be responsible for maintenance of the open ditches, swales, or swales between properties. The City will be responsible for maintenance of physical structures such as, but not limited to, headwalls, catch basins, and piping.

15.8 PUBLIC RIGHTS-OF-WAY

Public rights-of-way must be constructed and designed in accordance with Article 16 of this Code.

15.9 DRAINAGE AND STORMWATER SEWERS

All stormwater drainage systems must be separate and independent from any wastewater sewer.

A. Accessibility to Public Stormwater Sewers

1. Where a public storm sewer is accessible, generally within 300 feet, the developer must install connections to stormwater sewer facilities. Stormwater sewer lines must be extended through and to the end of the development as determined by the City Engineer.
2. If a connection to a public stormwater sewer will be provided eventually, as verified by the City Engineer, the developer must make arrangement for future stormwater disposal by that public system at the time the plat receives final approval. Provisions for such connection must be incorporated into the performance bond required for the final plat.
3. All underground stormwater conveyances will be inspected by the City to ensure proper installation prior to acceptance by the City. All DVD recording, or other electronic format acceptable to the City, and inspection must be performed by the developer for verification by the City. Prior to installation of the binder course of asphalt, under roads built at 1% or less, any run of pipe between structures that has any part of any joint of pipe with over five (5) feet of cover will be verified with a TV inspection and a copy given to the City for review and approval. Video inspections will verify correct joint construction, review for damages, and manufactures' installation specifications to review that the finished product is acceptable. All installations shall conform to the manufacturer's installation requirements.
4. All underground stormwater conveyances that are found to be contaminated with sediment must be cleaned by equipment suitable for the work performed and by the Public Works Director and all material or installation defects must be repaired to the satisfaction of the City at the developer's expense. All final work will be re-verified by pipe camera inspection on DVD recording, or other electronic format acceptable to the City, by the developer.
5. If no access to public stormwater sewers are within a reasonable distance, adequate provision must be made for the disposal of stormwater, in compliance with the Storm Water Management Ordinance.
6. Storm sewer lines must be extended through and to the end of the development when requested by the City Engineer to service future development.

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7. Public stormwater sewer pipe must be installed in public rights-of-way or public dedicated easements. Pipe or other stormwater structures must be placed in the center of easements and no closer than five feet from the edge of any public right-of-way.

8. Surface swales draining multiple lots cannot flow over sidewalks or curbs. Surface water flow must be intercepted by area drains or headwalls and piped to the nearest underground storm sewer system.

B. Storm Water Drainage Calculations Specifications

All stormwater drainage calculations must be submitted to the City Engineer as part of the plan approval process for site plans, preliminary plats, and planned developments. Calculations must include the following:

1. Surface water drainage calculations for each drainage sub-basin within the development. This must include the 100-year and 25-year maximum discharge in accordance with Title 18 of the Municipal Code. Other information must include runoff coefficients and time of concentration for each drainage sub-basin associated with stormwater inlets or other conveyance systems to channel and or intercept surface water flows.
2. Inlet capacity of stormwater inlets along with any storm water bypass. Inlets capacity calculations must include the clogging factor used by the engineer in the design.
3. Width of surface water spread on streets prior to interception of flows by inlets.
4. Maximum flow capacity for each stretch of stormwater sewer pipe between manholes along with the HGL associated with anticipated flows.
5. Pipe roughness coefficient used for design.
6. Sub-basin characteristics such as max flow, runoff coefficients, time of concentration, peak discharge.
7. Hydrological methods used for surface water calculations must follow the methodologies and practices outlined in the Tennessee Department of Transportation Division Drainage Manual, except where design standards are otherwise described in this article.

C. Dedication of Drainage Easements

1. Where a subdivision is traversed by a watercourse, drainage way, channel, or stream, either a stormwater easement or drainage way conforming substantially to the lines of such watercourse, and of appropriate width and construction, must be provided. Where open drainage ways are utilized, they must be designed for a 25-year flood. In addition, the 50-year and 100-year storm events must be evaluated by the developer's engineer to determine if additional capacity is necessary due to the potential of flooding during high intensity storm events.
2. Where topography or other conditions make the inclusion of drainage facilities within a public way impractical, perpetual unobstructed easements are required. Such easements must be 20 feet wide. Easements containing storm sewer, sanitary sewer and or water lines must have a minimum width that is adequate to provide for a ten foot separation between pipelines and allow ten feet from the centerline of the outside pipes to the easement boundary. Easements must be indicated on the preliminary and final plats. Drainage easements must be carried from the public way to a natural watercourse or other drainage facilities.
3. When a new drainage system is to be constructed that will carry water across private land outside the subdivision, appropriate drainage rights and easements must be secured and indicated on the plat.
4. The applicant must preserve an area, parallel to the watercourse, containing a width equal to and not less than two times the water course width (as measured from top-of-bank to top-of-bank). This area will be designated as a water quality buffer zone easement and cannot be disturbed by the proposed development. Details of this requirement are located within the City's Water Quality Buffer Zone Policy.
5. Along watercourses, low-lying lands within any floodway, as determined by the Planning Commission whether or not included in areas for dedication, must be preserved and retained in their natural state as drainage ways.

D. Accommodation of Upstream Drainage Areas

A culvert or other drainage facility must be large enough to accommodate potential runoff from its entire upstream drainage area, whether inside or outside the subdivision. Necessary facilities will be sized based on the construction

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specifications and assuming conditions of maximum potential watershed development permitted by any zoning regulations.

E. Effect on Downstream Drainage Areas

The Planning Commission will also study the effect of each subdivision and development of single lots on existing downstream drainage facilities outside the area of the subdivision. Where it is anticipated that the additional runoff incident to the development of the subdivision will overload an existing downstream drainage facility, the Planning Commission may withhold approval of the subdivision until provision has been made for adequate improvement of such drainage facilities in such sum as the Planning Commission determines. No subdivision will be approved unless adequate drainage is provided to an adequate drainage watercourse or facility.

F. Spring or Surface Water On Site

The developer may be required by the Planning Commission to transport by pipe or open ditch any spring or surface water that may exist prior to or as a result of the subdivision. Such drainage facilities must be located in the public way, where feasible, or in perpetual unobstructed easements of appropriate width, and must be constructed in accordance with the storm water construction specifications.

G. Floodplain Areas

The Planning Commission may prohibit, when it deems it necessary for the health, safety, or welfare of the present and future population of the area or necessary to the conservation of water, drainage, and sanitary facilities, the subdivision of any portion of the property that lies within the floodplain of any stream or drainage course. The regulatory floodway must be preserved from any and all destruction or damage resulting from clearing, grading, or dumping of earth, waste material, or stumps.

H. Areas of Poor Drainage

Whenever a plat is submitted for an area which is subject to flooding, the Planning Commission may approve such subdivision provided that the applicant fills the affected floodway fringe area of said subdivision so that public right-of-way elevations are at no less than two feet above the regulatory flood elevation and first floor elevations (including basements) at no less than two feet above the regulatory flood elevation. The plat of such subdivision must provide for a floodway along the bank of any stream or watercourse of width sufficient to contain or move the water of the regulatory flood, and no fill may be placed and no building nor flood-restrictive structure may be erected or placed in the floodway.

I. Design Standards**1. Detention Volume**

The required detention volume must be that volume necessary, given the hydraulic characteristics of the primary outlet structure, to attenuate the post-development of mass outflow of water from the structure from hour 11 to hour 18 of the 24-hour storm to a level not to exceed the pre-development mass outflow for the same time period for both the 2-year and 5-year 24-hour storms. Detention storage volume must be drained within 72 hours.

2. Maximum Release Rate

The release rate from any detention pond must be for the site for the same storm prior to the proposed development. The peak outflow rate from the 2-year 24-hour storm, 10-year 24-hour storm, and 25-year 24-hour storm cannot exceed that of the site prior to development. Detention facilities must have a primary discharge structure capable of accommodating the 24-hour storms up through the 25-year with an emergency overflow capable of handling at least the 100-year 24-hour post development discharge unless waived by the Planning Commission.

3. Storm Sewer Design Requirement

Design storm frequency for land use/development type for storm systems must be as follows:

- a. Residential 25-year storm
- b. Commercial/Business/Industrial 25-year storm
- c. For drainage swales, lined channels and natural channels, the system must be designed to carry the 100-year storm and have the capacity to convey storm runoff without life hazard or property damage.

4. Existing Water Facilities

- a. Existing streams, lakes, and wetland cannot be modified for use as stormwater detention or retention ponds.

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- b. On-stream impoundments are prohibited.

5. Stream Buffer Requirements

No stormwater management facilities may be located within streamside buffers, nor can they be detrimental to such buffers, unless a plan with appropriate mitigation is authorized by the City Engineer.

6. Stormwater Detention and Surface Infiltration Basins

Stormwater detention and surface infiltration basins must be design as naturalized basins for multiple uses, including stormwater detention, habitat enhancement and passive recreation use. Basins cannot be designed solely for stormwater detention purposes.

- a. Stormwater basins must be designed and incorporated into usable open space, accessible and open to the public.
- b. Water level fluctuations between the normal and high water level cannot exceed 18 inches for the 2-year design event and cannot exceed five feet for the 100-year design event.
- c. If fish are to be supported at least 25% of the permanent pool of water must be a minimum of ten feet in depth.
- d. Detention and outlet structure must be located at opposite ends of the basin to maximize water quality benefits.
- e. For wet detention basins, water entry slopes between one foot above and one foot below cannot exceed ten to one (10:1) to minimize shoreline erosion. Shallow entry angle will improve water quality treatment and increase aquatic habitat.
- f. Drainage area for wet detention ponds is a 15 acre minimum, to ensure hydrologic input sufficient to maintain permanent pool. Ten acres or less may be acceptable, particularly if the groundwater table is intercepted and a water balance indicates that a permanent pool can be sustained.
- g. All basins, trap embankments, swales, perimeter dikes, and permanent slopes steeper or equal to 3:1 shall be stabilized with sod or other approved stabilization measures, within seven (7) calendar days of establishment. Extensions may be approved by the inspector due to weather. All areas disturbed outside of the perimeter sediment control system must be minimized and stabilized immediately. Maintenance must be performed as necessary to ensure continued stabilization. Re-stabilization or over-seeding may be required as determined by the City.

7. Stormwater Inlets

- a. Stormwater Inlets must be John Bouchard 3103 V Curb inlet or 3300-V Curb Inlet or approved equal. Curb types shall match the inlets as specified on the construction drawings.
- b. Clogging factor for design and spacing must be 50%.
- c. Inlets cannot be spaced in the pathway or ADA ramps and must intercept surface water before ADA ramps.
- d. All stormwater inlet boxes must be precast with inlet and outlet pipes grouted inside and outside to make the joint water tight

8. Stormwater Manholes

- a. Manholes must be installed at the end of each line, at all changes in grade, size or alignment at all sewer main intersections and at distances not greater than 400 feet apart for sewers 18 inches in diameter and not greater than 450 feet apart for sewer greater than 18 inches in diameter.
- b. Floor troughs must be furnished for all sewers entering manholes. A larger diameter manhole must be utilized in order to properly construct floor troughs where the incoming sewer inverts are substantially higher than the outgoing sewer invert. At all manholes with a change of direction, a drop from the entrance to the outlet of at least 0.1 feet must be provided to account for head loss through the manhole. Additional drop in

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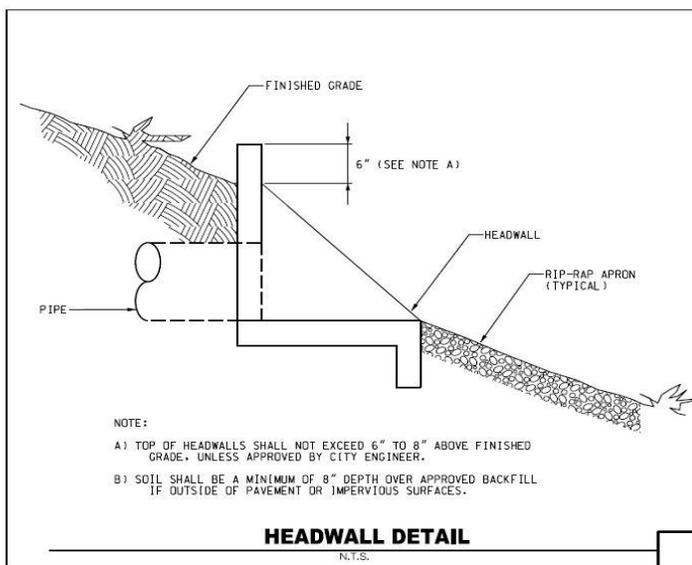
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elevation may be required for sewer mains 12 inches and larger. Inverts must be U-shaped to the pipe crown before sloping at a one to twelve (1:12) slope to the manhole walls.

- c. Four foot diameter manholes can be used for pipes up to 18 inches. Five foot diameter manholes must be used for pipes 21 inches in diameter and larger.
- d. Manhole frame and cover must be John Bouchard 1111 or approved equal.

9. Stormwater Pipe, Manholes, Catch basins, Inlets and Pipe End Walls, and Bedding Aggregate (PC Res. 19-14, 2/11/19)

- a. Reinforced concrete pipe must conform to the minimum standards for Class III, ASTM C76, and must be 18-inch minimum diameter when utilized under roadways and all paved areas whether public or private development. All RCP stormwater pipe and structure joints and connections must be grouted with non-shrink grout and/or otherwise sealed both inside and out. Butylene gasket materials must also be utilized within pre-cast manholes and structures to further seal the joints and connections.
- b. All storm piping connections must be sealed with collar rings as per the manufacturer's specifications.
- c. Dual wall polypropylene (PP) storm drainage pipe (18" to 60") is also allowed for use within paved areas (public and private) only if the installation requirements and backfill materials are utilized as recommended by the manufacturer. Dual walled smooth interior PP pipe must be in accordance with AASHTO HB Section 30, T-341, R-16 and MP-21-11 along with ASTM C969, C1103, D2321, D3212, F477, F1417, F2487, F2736, and F2881. Detectable warning tape must be utilized in the trench of the PP pipe when installed.
- d. HDPE pipe is permitted outside of paved areas as long as its installation is in accordance with the manufacturer's recommendations.
- e. All stormwater piping must have a minimum velocity of three feet per second.
- f. All pipe headwall must be of TDOT Class A Concrete. Poured in place headwalls cannot be less than 12 inches thick for pipes 18 inches through 30 inches. Precast discharge structures must meet the requirements of TDOT standard drawings. The tops of all headwalls shall be installed with no more than 6" of concrete exposed on the inlet side per the attached detail. Should a headwall be near trails or sidewalks, the headwall may be modified to be taller to accept the attachment of handrails.



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g. Nyloplast (H20) structures is permitted in turf areas.

10. Excavation, Bedding, and Backfill (PC Res. 19-14, 2/11/19)

a. A minimum cover of two feet is required on all PP pipe. Six inches of pipe bedding of TDOT No. 67 stone is required for all PP pipe.

b. A minimum cover of two feet to final surface elevation is required for all storm drainage pipe installation whether RCP or PP pipe. Approved backfill soil material, free of any rock material great than two inches or total depth backfill with TDOT No. 67 stone allowed. Approved backfill must be at maximum lifts of eight inches compacted to 98% density or as directed by a geotechnical engineer. Outside of the right of way, the final 8 inches to grade must be top soil unless approved by the City Engineer.

c. When in the public right of way, no soil back fill shall be utilized unless inspected and tested by a geotechnical engineer and reports provided to the City. If soil backfill is utilized outside of the right of way, a two-year maintenance bond is required instead of the standard one-year maintenance bond to assure no settlement or pipe failures occur.

d. Pipe bedding for HDPE must be as per manufacturer's requirements. Backfill for HDPE pipe must be free of rocks. Minimum cover above HDPE pipe is two feet.

e. Drainage and stormwater utility trenches excavated into existing public arterial or collector streets shall be backfilled with flowable fill as directed by the City Engineer. Trench limits shall be saw-cut into the existing pavement the width of which shall be limited to the minimum required to perform the work and accomplish backfilling. The use of flowable fill shall meet the requirements of Section 204 of the TDOT "Standard Specifications for Road and Bridge Construction". Streets, concrete curbs, gutters, driveways, median pavement, and sidewalks shall be restored as required to match existing construction. Base stone and asphalt paving shall be placed over the trench backfill with thicknesses and gradations equal to the existing pavement section. Each course of base stone and asphalt shall be thoroughly compacted with mechanical tampers. All repairs shall include full lane width resurfacing except when utilizing infrared technology as approved by the City Engineer.

11. Roadway Drainage Systems

Drainage structures to be constructed within streets and driveways are to be installed prior to construction of the pavement base. Roadway drainage systems must provide adequate capacity so that the spread of water in the roadway:

a. Be limited so that not more than one traffic lane is inundated in either direction for arterial roadways.

b. Leave at least one lane free of water in each direction for collectors.

c. Be limited so as to maintain a minimum of one lane (eight feet total) free of water for local roads.

d. All stormwater sewer improvements under roads constructed at 1% slope or less shall be as built surveyed for verification and a letter provided by the engineer before base stone is applied.

12. Culverts

The design flow for culverts is based on the following return frequencies:

a. 100-year, 24-hour for collector and arterial road crossings.

b. 25-year, 24-hour for local roads and crossings.

13. Drainage Ditches

a. Through lot drainage ditches must be built to a grade that will provide positive drainage, and in no case may the slope of the ditch be less than 0.5% slope with a preferred slope of 1%.

b. Stormwater cannot be directed in such a manner that it flows outside of the designated easements or rights of way during a 25-year rainfall event or less or as approved by the City Engineer.

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- c. If excessive grades or elevations dictate, gutters and downspouts must be directed in a manner to prevent stormwater drainage onto neighboring property at lower elevations.
- d. All drainage ditches must be stabilized to prevent erosion as indicated by the protection shown in the Table 15-1: Erosion Protection.

Table 15-1: Erosion Protection			
Upstream	Seed and Erosion Blanket	Sod	Concrete Lined
18" pipe	Grades less than 3%	Grades 3 to 12%	Grades greater than 12%
21" to 24" pipe	Grades less than 1.5%	Grades 1.5% to 7%	Grades greater than 7%
30" to 36"	Grades less than 1%	Grades 1% to 4%	Grades greater than 4%
42" and greater	Not applicable.	Grade 1% to 2.5%	Grades greater than 2.5%

- e. Ditches that require lining with concrete must be lined to a height above the bottom of the ditch no less than one-half the diameter of the nearest culvert (upstream). However, in no case can the lining extend less than one foot above the bottom of the ditch.
- f. Lined ditches must be constructed of TDOT Class A Concrete or approved alternate.
- g. Ditches that require sodding must be sodded to the top of the slope of the ditch. The sod must consist of a live, dense, well rooted growth of permanent grasses free from Johnson grass and other objectionable grasses, and suitable for the soil in which it is to be placed.
- h. All sod and erosion blankets shall have full contact with soil underneath and installed per manufacturer's specifications.
- i. All swales not requiring sod will be required to use erosion blankets; erosion blankets shall be designed by a Professional Engineer.

15.10 WATER DISTRIBUTION FACILITIES

- A. Necessary action must be taken by the developer to extend a water supply system capable of providing domestic water use and fire protection through the development and providing connection of the system to adjoining properties, as required by the Planning Commission.
- B. Where a public water main is within reasonable access of the subdivision, as determined by the Planning Commission and verified by the City Engineer, the developer must install adequate water facilities that are capable of providing the minimum protection flows (750 GPM @ a minimum residual psi of 30), including fire hydrants, subject to construction and material specifications of the Tennessee Department of Environment and Conservation and Spring Hill's Standard Specifications for Water Additions, and by any other applicable standards and specifications and additional requirements of the Planning Commission.
- C. Water lines must be extended to the property boundaries of the development as to allow future connection of the adjacent property. An end-of-line fire hydrant with a line sized gate valve and reverse thrust blocking must be installed as to allow uninterrupted water service when the future connection is made. If an existing water line, extended to boundary from the adjacent property, is present, then the proposed development must connect to the existing water line.
- D. All water line plans and calculations are required to be first submitted to the Spring Hill's Water Department for review and approval prior to submitting to the Tennessee Department of Environment and Conservation. The City's Water Department representative is required to sign-off on the signature block indicating the City has reviewed and approved the proposed water line additions of the development prior to submittal to the Tennessee Department of Environment and Conservation, whether the additions are proposed as private or public. TDEC stamped approved plans must be submitted to the City's Water Department prior to any installation activities begin for the proposed water additions.
- E. All water systems, whether public or private, located in a flood prone area must be floodproofed to the regulatory flood protection elevation. All water supply facilities located below the regulatory flood protection elevation must be

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designed to prevent the infiltration of floodwaters into the water supply system and discharges from the system into floodwaters.

F. All water lines must be located outside the pavement and curbing of roadways. Water lines are permitted only within the roadway rights-of-way or within a designated water utility easement. Easements must be a minimum of 20 feet in width unless otherwise required by the City Engineer.

G. Water lines must be designed and constructed to provide a minimum of two water feeds to each development, as to allow uninterrupted water conveyance to the development should one feed connection line experience a break.

H. Water mains must be no less than eight inches in diameter, except for fire hydrant leads. The Planning Commission may make exceptions to this subject to verification by the City Engineer.

I. Fire hydrants are required in all subdivisions. They must be located no more than 1,000 feet apart and be within 500 feet of any part of a building. However, the Planning Commission may require closer spacing where physical conditions or types of structures so warrant. Fire hydrants must remain at the end of water mains in all cul-de-sacs. To eliminate future public way cutting or openings, all underground utilities for fire hydrants, together with the fire hydrants themselves, and all other water supply improvements must be installed before any final paving of a public right-of-way shown on the subdivision plat, unless otherwise approved by the Planning Commission.

J. Individual (separate) water service lines and water meters will be required for each unit in a PUD or cluster type development, regardless of operation and maintenance responsibilities for water lines within the development. Water service lines may be connected together into one service line extending to a water main, if each service line has its own curb stop installed in a street or right of way granted to the city for access, and a curb stop exists on the one service line extending to the main.

K. The City is not responsible for the operation and maintenance of water and sewer mains in a private street, unless such utilities are located within a dedicated public utility easement and the responsibility has been formally accepted by the City and subsequently is recorded as part of the plat.

L. Water pipelines and ancillary materials are subject to the following:

1. The type of water pipe for distribution pipelines is specified within the City of Spring Hill, Standard Specifications for Water Additions.
2. The type of water valves and hydrants is specified within the City of Spring Hill, Standard Specifications for Water Addition.
3. The type of service assemblies, such as corporation cocks, service pipes, meter yokes, and water meters, are specified within the City of Spring Hill, Standard Specifications for Water Addition.

M. All pipelines and ancillary materials must be furnished and installed in accordance with the City of Spring Hill, Standard Specifications for Water Additions.

N. Master water metering: a master meter is required for multi-tenant complexes. These meters must be placed inside public rights-of-way at the City's main point of service. There must also be a secondary point of connection with backflow device for emergency uses only if the primary source fails.

O. Utility trenches excavated into existing public arterial or collector streets shall be backfilled with flowable fill as directed by the City Engineer. Trench limits shall be saw-cut into the existing pavement the width of which shall be limited to the minimum required to perform the work and accomplish backfilling. The use of flowable fill shall meet the requirements of Section 204 of the TDOT "Standard Specifications for Road and Bridge Construction". Streets, concrete curbs, gutters, driveways, median pavement, and sidewalks shall be restored as required to match existing construction. Base stone and asphalt paving shall be placed over the trench backfill with thicknesses and gradations equal to the existing pavement section. Each course of base stone and asphalt shall be thoroughly compacted with mechanical tampers. All repairs shall include full lane width resurfacing except when utilizing infrared technology as approved by the City Engineer. (PC Res. 19-14, 2/11/19)

P. Water Capacity Analysis - In order to determine adequacy and sufficient of existing water utilities to serve a proposed subdivision, a water capacity analysis shall be prepared to evaluate the capacity of existing water utility infrastructure to serve the subject subdivision and identify required public utility infrastructure improvements necessary

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to be constructed in order to adequately and sufficiently serve the subject subdivision if approved. The cost for preparation of the water capacity analysis shall be responsibility of the applicant.

1. The applicant shall furnish the following information model inputs:

- a. Site elevation and finish floor elevation of all proposed structures including multistory building elevations.
- b. Water demand for all proposed uses and structures including irrigation and fire flow/pressure requirements.

2. The Water Capacity Analysis model will provide the following:

- a. Demands expressed in gallons per day, gallons per minute and minimum fire flow requirements.
- b. Tank elevation at 50% of tank storage.
- c. Location of primary water source main.
- d. The results of the analysis will include, but not be limited to, static pressure available at the site and residual pressure with 750gpm fire flow and a determination if the site can meet minimum pressure requirements.

15.11 SANITARY SEWER FACILITIES

All subdivisions require a connection to sanitary sewers. No new subdivisions are permitted connected to individual disposal systems. This does not apply to existing lots in residential subdivisions or lot splits.

A. The applicant must install sanitary sewer facilities in a manner prescribed by the regulations of the Tennessee Department of Environment and Conservation, Spring Hill's Standard Specifications for Sewage Addition, and by any other applicable standards and specifications, including requirements of the Planning Commission. All plans must be designed and approved in accordance with the rules, regulations, specifications, and standards, of any applicable governmental agency or appropriate unit thereof.

B. Gravity flow must be used with lift stations and force mains only considered when necessary, such as in order to deal with extreme terrain or the protection of significant natural resources. The developer must bear the cost of lift stations.

C. When public sanitary sewers are within reasonable access of the subdivision, as determined by the City Engineer, the developer must provide sanitary sewer facilities to each lot therein and connect the facilities to the public system.

D. All sanitary sewer facilities located in a flood hazard area must be flood-proofed to the regulatory flood protection elevation. All sewer facilities located below the regulatory flood protection elevation must be designed to prevent infiltration of floodwaters into the sewer system and discharges from the system into floodwaters.

E. Sewer lines must be extended to the property boundaries of the development as to allow future connection of the adjacent property. An end-of-line manhole must be installed as to allow uninterrupted sewer service when the future connection is made. If an existing sewer line, extended to boundary from the adjacent property, is present then the proposed development must connect to the existing sewer line.

F. All sewer line, pump station, and force main plans and calculations are required to be first submitted to the City's Sewer Department for review and approval prior to submitting to the Tennessee Department of Environment and Conservation. The City's Sewer Department representative is required to sign-off on the signature block indicating the City has reviewed and approved the proposed sewage additions of the development prior to submittal to the Tennessee Department of Environment and Conservation, whether the additions are proposed as private or public. TDEC stamped approved plans must be submitted to the City's Sewer Department prior to when any installation activities begin for the proposed water additions.

G. All underground sanitary sewer conveyances must be inspected by the City to ensure proper installation prior to acceptance by the City. DVD or other video recording must be completed by the developer and submitted to the City for verification.

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H. All underground sanitary sewer conveyances that are found to be contaminated with sediment or debris must be cleaned by equipment suitable for the work performed and by the City Engineer or their designee and all material and installation defects must be repaired to the satisfaction of the Spring Hill Sewer Department at the developer's expense. All final work must be re-verified by pipe camera inspection recorded on DVD or other video recording and inspection must be completed by the developer and submitted to the City for verification.

I. These design criteria are not intended to cover extraordinary situations. Deviations may be allowed in those instances when approved by the City Engineer.

1. Sanitary sewer systems must be designed for the ultimate build out conditions within the proposed development sanitary sewer basin and projected development served within the basin based upon appropriate plans and zoning regulations. Due consideration may be given to any current zoning regulations and approved planning reports, where applicable.

2. Sewer capacities must be adequate to accommodate the anticipated maximum hourly flow of sewage and industrial wastes, together with an adequate allowance for infiltration and other extraneous flow. Design basis for wastewater flow and loadings must be acquired from TDEC Chapter 2, Sewers and Wastewater Pumping Stations.

J. Sewer lines must be located as follows:

1. Sewer lines must be located under the pavement in the center of roadways and, where possible, located outside of areas subject to flooding. Where manholes lie within the natural flow of stormwater within the roadway, an inflow preventer must be installed in the manhole to prevent stormwater inflow.

2. Sewer lines and manholes located within flood prone areas must be watertight and contain watertight manhole castings. Sewer manholes installed by others shall be fitted with water tight manhole inserts provided by the City at their expense.

3. Sewers lines and manholes shall not be located within or inside detention basins.

4. Manhole castings shall be at final topping grade exposing only enough casting to accommodate thickness of final asphalt wearing course. Acceptable materials to adjust manhole castings to fit the grade of the asphalt surface wearing course consists of metal riser ring adjusters or approved equals; brick, grout, or precast adjusters are not allowed. Manhole rim elevation on roads of 1% or less slope shall be surveyed and verified by the engineer and a letter confirming the design sent to the City prior to installation of roadway base stone.

K. Utility trenches excavated into existing public arterial or collector streets shall be backfilled with flowable fill as directed by the City Engineer. Trench limits shall be saw-cut into the existing pavement the width of which shall be limited to the minimum required to perform the work and accomplish backfilling. The use of flowable fill shall meet the requirements of Section 204 of the TDOT "Standard Specifications for Road and Bridge Construction". Streets, concrete curbs, gutters, driveways, median pavement, and sidewalks shall be restored as required to match existing construction. Base stone and asphalt paving shall be placed over the trench backfill with thicknesses and gradations equal to the existing pavement section. Each course of base stone and asphalt shall be thoroughly compacted with mechanical tampers. All repairs shall include full lane width resurfacing except when utilizing infrared technology as approved by the City Engineer. (PC Res. 19-14, 2/11/19)

L. The City will not have responsibility for the operation and maintenance of wastewater sewer mains in private streets located within PD or cluster-type development, unless responsibility is formally accepted by the City and subsequently is established through a maintenance agreement and public utility easement.

M. Sewer pipelines and appurtenances:

1. The type of pipe for sanitary sewers is specified within the City of Spring Hill, Standard Specifications for Sewage Additions.

2. The type of manholes for sanitary sewers is specified within the City of Spring Hill, Standard Specifications for Sewage Additions.

3. The type of pipe for sewage force mains is specified within the City of Spring Hill, Standard Specifications for Sewage Additions.

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N. All pipelines must be furnished and installed in accordance with the City of Spring Hill, Standard Specifications for Sewage Additions.

O. Testing of sewage additions:

1. Wastewater sewers must be air tested when installation of the improvements including service lines and all remaining underground utilities, including water, electric, gas and telephone are installed complete.
2. Wastewater sewer manholes must be air tested after the base course of the roadway is installed.
3. All air testing must be in accordance to the City of Spring Hill, Standard Specifications for Sewage Additions.

P. Sanitary Sewer Capacity Analysis - In order to determine adequacy and sufficient of existing sewer utilities to serve a proposed subdivision, a sewer capacity analysis shall be prepared to evaluate the capacity of existing sewer utility infrastructure to serve the subject subdivision and identify required public utility infrastructure improvements necessary to be constructed in order to adequately and sufficiently serve the subject subdivision if approved. The cost for preparation of the sewer capacity analysis shall be the responsibility of the applicant.

1. The developer must prepare a Sanitary Sewer Capacity Analysis to determine average daily flow and maximum daily flow for all commercial and industrial units and residential developments consisting of 20 or more dwelling units. The analysis must provide information on the increased demand from the development on the existing capacity of the City's sanitary sewer system. The analysis must include all collection pipes up to when the sewer system expands to the next available larger diameter pipe downstream. The City will evaluate the findings of the analysis and make a determination as to whether the City's sewer system has the capacity to meet the new demand."

2. The Sanitary Sewer Capacity Analysis must provide at a minimum the following information:

- a. Table of estimated sewage flows (peak and average daily flows) for the development as a whole and for each land use. The table must include the number of dwelling units and commercial units.
- b. The City will provide average daily and maximum daily wastewater flows for residential units. Other design values must be acquired from the Tennessee Department of Environment and Conservation (TDEC).
- c. Depth of sewer flow in the downstream manhole from the proposed connection during the max flow of day normally between the hours of 8:00 to 10:00 am.

Q. Alignment:

1. General Wastewater Sewer Alignment: In general, wastewater sewers must be designed for uniform slope and alignment between manholes, and located in the center of the street pavement whenever possible. All sewers must have a clear minimum distance of ten feet separation between water lines.
2. Energy Gradient Line: The energy gradient line must be maintained whenever a small sewer joins a larger sewer. This must be approximated by placing the 0.8 depth of both sewers at the same elevation (not considering the head loss through the manhole).

R. Manholes:

1. Manholes must be installed at the end of each line, at all changes in grade, size, or alignment at all sewer main intersections and at distances not greater than 350 feet apart for sewers 15 inches in diameter or less and not greater than 400 feet apart for sewer 18 inches in diameter and larger.
2. Lampholes are not acceptable as a substitute for manholes.
3. Drop manholes cannot be used unless the invert elevations between the receiving pipe and the discharging pipe is more than ~~three~~ two feet. If the discharging pipe has less than five feet of bury to the top of the pipe at the proposed drop manhole, the pipe must be laid at a uniform grade to the manhole invert and no drop manhole are permitted.

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4. Floor troughs must be furnished for all sewers entering manholes. A larger diameter manhole must be utilized in order to properly construct floor troughs where the incoming sewer inverts are substantially higher than the outgoing sewer invert. At all manholes with a change of direction, a drop from the entrance to the outlet of at least 0.1 feet must be provided to account for head loss through the manhole. More drop may be required for sewer mains 12 inches and larger. Inverts must be U-shaped to the pipe crown before sloping at a one to twelve (1:12) slope to the manhole walls.
 5. All manholes located in areas of special flood hazards must be flat top manholes. All manhole ring and covers must be water tight.
 6. Four foot diameter manholes can be used for pipes up to 18 inches. Five foot diameter manholes must be used for pipes 21 inches in diameter and larger.
 7. All new and existing manholes receiving sewage from force mains must have its interior epoxy lined. Should the existing manhole not be suitable for epoxy lining, the manhole must be replaced and a new epoxy lined manhole installed.
- S. Service connections:**
1. Service connections to any wastewater sewer must be made only to a wye connection installed at the time of the sewer main installation or by machine tap and approved saddle appropriate to the main line sewer material. All connections to existing public sewer must be made at the 10:00 or 2:00 o'clock position.
 2. All sewer connection must be sized in accordance with the Uniform Plumbing Code.
 3. Only one residence, structure, or building may be served by each lateral connected to the public or private sewer main, unless otherwise approved of by the City.
 4. Commercial and industrial waste must comply with the City's Municipal Code relative to the use of public sewers and the requirements for discharge of certain materials (pretreatment).
 5. An inspection manhole or other suitable structure are required on the service line for any use other than normal domestic use.
 6. In addition to the above requirements, acceptable grease interceptors are required of all restaurants, food preparations centers, or for any other discharge containing oil and grease.
 7. In addition to the above requirements, acceptable sand and oil interceptors must be provided for all car washes and similar facilities, which may discharge sand or dirt into the sewer.
 8. Townhouse developments may use a "manifold" sewage collection system for service to individual properties, if a valid Homeowners or Property Owners Association exists among all property owners. The manifold system is restricted to only townhouse developments and must conform to the following requirements:
 - a. The "manifold" system must be owned and maintained by a viable Homeowners or Property Owners Association. The association is responsible for the manifold to the point of connection to the sewer main.
 - b. No more than five privately owned units may be placed on any "manifold."
 - c. The "manifold" must be located at the back side of the front lot utility easement.
 - d. The common header pipe to the main must be six inches in size and must be provided with cleanouts at the ends and at all bends.
 - e. The "manifold" must meet all requirements of the local Plumbing Code, as adopted by the City.
 - f. The City will extend the wastewater sewer service line to the street right-of-way line and cap it off for future connection. The builder is responsible for extending the service from the building to the street right-of-way and install the proper cleanout according to the City's Sewer Specifications. The maximum spacing between sewer cleanouts is 75 lineal feet.
- T. Sewage lift stations:**

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1. Total dynamic head rating of pumping units is based on pipe friction, pressure losses from piping entrances, exits, appurtenances, (bends, valves, etc.) and static head at the rated flow.
2. Design considerations:
 - a. Where no grit removal is provided ahead of the pumping station, equipment and piping design must minimize the deleterious effects of grit in the sewage.
 - b. Screens or comminutors must be provided ahead of the pumps where the average daily flow is in excess of one million gallons per day (mgd) to prevent solids larger than 2.5 inches from entering the pump.
 - c. Except for grinder pumps, raw sewage pumps must be capable of passing spheres of at least three inches in diameter. Pump suction and discharge piping in all sewage and sludge services must be no smaller than four inches in diameter.
 - d. Intermittently operated pumps must be designed to start no more often that one every ten minutes at the minimum operating interval.
 - e. Pumping stations must be designed to permit removal of all items of equipment including pumps, valves, electrical and control equipment. Equipment located in wet wells must be removable without entering the wet well.
 - f. Piping systems must be designed to withstand the maximum possible surge from the pumping station or adequate surge control provided to protect the piping. Pressure relief valves are not acceptable surge controls.
 - g. Pumps must be selected so that the net positive suction head required at the maximum flow (NPSHR) is less than the NPSH available minus four feet based on the hydraulic conditions and altitude of the lift station.
 - h. The pumping station chambers must resist hydrostatic uplift pressures.
3. Siting requirements:
 - a. Pumping stations must be located so that they are readily accessible to operating and maintenance personnel at all times of day or night, and under all weather conditions. Pumping stations must be located off of traffic ways.
 - b. Pumping stations must be designed so there is no equipment or structural damage in the 100-year floodplain and so that the pumping station's operation is uninterrupted by the 25-year flood.
 - c. The pumping station must be surrounded by a six foot high chain link fence with appropriate gates to access the facility for maintenance. Outdoor security lighting must be provided.
4. The City of Spring Hill only permits suction lift pumping stations. Pumping stations utilizing suction lift pumps must have adequate priming means to prime the pumps quickly and designed for priming the pumps when the water level in the wet well is one foot below the lead pump starting elevation in the suction wet well and for maintaining prime when the wet well level is one foot below the lead pump stopping level. Valving cannot be located in the wet well.
5. Reliability:
 - a. Multiple units: every pumping station must have no less than two pumping units. The number of units and their size must be sufficient to permit pumping the maximum design flow with the largest pumping unit out of service.
 - b. Where the pumping station serves more than 150 residential homes or equivalency, permanently installed or portable engine driven pumps or a separate independent utility source must be provided. Where annual starting is required sufficient storage must be provided to allow notifying the operator and performing whatever it task are necessary to get the pumping station in service.
6. Electrical:

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- a. All electrical equipment including motors, motor starters, and controls must be located so as to be undamaged by the 100-year flood.
 - b. The lift station must be equipped with a SCADA system compatible with the City of Spring Hill.
 - c. All motors must be 3-phase unless waived by the City Engineer.
7. Complete design criteria for the proposed pumping station includes, but is not limited to, the following:
- a. Topographic map with the drainage area clearly defined and the acreage.
 - b. Complete information concerning the proposed area of service, including the number and type of proposed units.
 - c. Complete anticipated flow data based on Tennessee Department of Environment and Conservation design criteria and utilizing a peak factor 2.5.
 - d. Complete details of possible alternate gravity sewers to serve the same area, including cost estimates of both type systems.

U. Sewage force mains:

- a. Sewage force mains must be buried a minimum of 36 inches to the top of the pipe.
- b. Sewage force mains must be four inches in diameter or greater.
- c. Sewage force mains minimum velocity must be 2.5 fps with a maximum permitted velocity of 10 fps.
- d. Air release valves must be provided at the high point in the piping whenever the pipe crown elevation falls below the pipe invert elevation. Access to air release manholes must not be in traffic ways.
- e. Sewage force mains must be ductile iron pipe class 200 or AWWA C 900 PVC pipe.

15.12 UTILITIES AND UTILITY EASEMENTS

- A.** Utility services should be clustered within a single easement when feasible.
- B.** Utilities must be buried/installed underground unless the Planning Commission, subject to verification from the City Engineer and Department of Public Works, deems it infeasible. New residential subdivisions must be designed for underground distribution of electrical service. Non-residential subdivisions must give preference to design and construction of underground distribution of electric service provided existing facilities in the project location and electrical loading requirements allow for a full underground distribution system. Non-residential subdivisions and lots located therein may be served from overhead power distribution systems using underground risers to connect to new underground lines when serving solely by full underground distribution system is impractical due to site considerations.
- C.** On all preliminary and final plats, developers are required to dedicate easements for public utilities. Such easement must be at least ten feet wide along all street rights-of-way and along all rear lot lines, except for across-lot easements, which must be at least 20 feet wide. Such easements are also required along all side lot lines and must be at least five feet wide. The subdivider must take such actions as are necessary to ensure the coordination and continuation of utility easements established on adjacent properties with those proposed within his/her development. Easements must be indicated on the plats.
- D.** Temporary construction easements exceeding the width of permanent easements may be required as necessary until completion of any one project. Developers are required to install a stone base a minimum of 100 feet from an existing roadway along any temporary construction entrance, meeting the City's Storm Water Department's MS4 Program requirements.
- E.** In the case of electric transmission lines where easement widths are not definitively established, a minimum building setback line from the center of the transmission line must be established as follows:

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1. Voltage of Line – 46KV: Building setback of 37.5 feet
2. Voltage of Line – 69KV: Building setback of 50 feet
3. Voltage of Line – 161KV: Building setback of 75 feet

F. Within these easements, the right is also granted to cut down and trim or remove any fences, temporary structures, trees, shrubs, or other plants, without compensation, that interfere with operation of the utilities.

15.13 PUBLIC USES**A. Plat to Provide for Public Uses**

1. Whenever a subdivision, or any portion thereof, includes a school, recreation use, a portion of a major public right-of-way, greenway, or other public use, as indicated on the Comprehensive Plan, Major Thoroughfare Plan, Bicycle and Greenway Plan, Parks Master Plan, or any other duly approved City planning document, such tract must be suitably incorporated into the plat when first presented for review by the Planning Commission.
2. After proper determination of its necessity by the Planning Commission and the appropriate representative(s) involved in the acquisition and/or dedication, and use of such site, and after a determination has been made to acquire the site by the public agency, the site must be suitably incorporated into the plat prior to final approval by the Planning Commission and recording of the plat.

B. Referral to the Governmental Agency Concerned

1. The Planning Commission may refer any plat presented in accordance with these subdivision regulations to the agency concerned with acquisition and/or dedication of the land. The Planning Commission may propose alternate areas for such acquisition and must allow the appropriate governmental agency 30 days for reply.
2. Among the areas that the Planning Commission may propose for public acquisition, when the Commission deems it appropriate and consistent with the policies and purposes set forth in these regulations, is any land within a floodway or floodway fringe.
3. The acquiring agency's recommendation, if affirmative, must include a map showing the boundaries and area of the parcel to be acquired and an estimate of the time required to complete the acquisition. Documentation memorializing the recommendation as well as the actions of acquisition and/or dedication whereby the property is being transferred and any terms and conditions is required.

C. Notice to Property Owner

Upon receipt of an affirmative report, the Planning Commission must notify the property to be acquired by any agency. Upon such designation by the Planning Commission, any reserved portion of any floodway or floodway fringe cannot be altered from its natural state by the development in any manner whatsoever, except upon written approval of the Planning Commission.

D. Duration of Land Reservation

The acquisition of land reserved by an agency on the final plat must be initiated within 24 months of notification, in writing, from the owner that he/she intends to develop the land unless the Planning Commission allows or a longer period of time. Such letter of intent must be accompanied by a plat of a proposed development and a tentative schedule of construction. Failure on the part of the governmental agency to initiate acquisition within the prescribed 24 months will result in the removal of the "reserved" designation from the property involved and the freeing of the property for development in accordance with these regulations.

15.14 EASEMENTS GENERALLY

Where easements are required by these regulations, the following apply.

A. Easements are reserved for the City for the performance of governmental services, including water, storm, and sanitary sewer service and maintenance, and to those public utility companies that operate under franchises from the City, and their successors and assigns.

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B. The City and public utility companies have the perpetual right, privilege, and authority to construct, reconstruct, repair, inspect, maintain, and operate the variety of utility transmission and distribution systems within such easement, together with right of access across the property for necessary personnel and equipment to do work.

C. Within these easements, the right is also granted to cut down and trim or remove any fences, temporary structures, trees, shrubs, or other plants, without compensation, that interfere with operation of the utilities.

D. No permanent buildings are permitted within the easement, but the easement may be used for gardens, shrubs, landscape, and other purposes that do not interfere with the utility and its maintenance. HVAC equipment on a single-family lot may not be located within a public utility and drainage easement containing a buried pipe or similar physical improvement.

E. The City may vacate such easements dedicated when the utility companies or other affected governmental units have agreed to the release of the easement. In order to vacate a utility easement, the City Engineer must receive written confirmation from all utility companies and other governmental units that provide infrastructure at that location indicating there is no objection to the vacation. An easement may be vacated by a re-plat of the plat that originally dedicated the easement.

15.15 SUBDIVISION NAME

The proposed name of the subdivision and any rights-of-way cannot duplicate or too closely approximate phonetically the name of any other subdivision or rights-of-way in the City. These names shall be submitted to the County's Emergency Communication Office, which has the authority to designate the name of the subdivision and rights-of-way. These names will be determined at neighborhood concept plan or preliminary plat approval.

15.16 MONUMENTS

The developer must place permanent reference monuments on the subdivision when new streets are to be constructed and as required herein by a licensed surveyor in the State of Tennessee. Monuments must be located and set as described in this section.

A. All monuments must be placed on property corners or referenced to property lines or road alignments.

B. The external boundaries of a subdivision must be monumented in accordance with Chapter 0820-03 Standards of Practice, Rules of Tennessee State Board of Examiners for Land Surveyors, except that metal monuments must be no less than five-eighths of an inch in diameter. One permanent control monument, both vertical and horizontal, must be placed within each subdivision where roads are to be constructed. Control monuments must be located within dedicated right-of-way near the entrance of the subdivision and, if possible, in non-fill areas or affixed to a natural rock outcrop and shall comply with the following:

1. Horizontal coordinates must be shown on the final subdivision plat and correlated to the Tennessee State Plane Coordinate System using North American Datum 1983 and North American Vertical Datum 1983.
2. Field ties and reference notes defining magnetic north bearings and distances to the nearest established street line or official benchmark must be accurately described on the final plat.
3. A description must be included on the final plat using words and/or symbols as to allow it to be easily located at the site.
4. Azimuth information provided to either a second monument or a substitute such as an antenna, church steeple, or other natural object of which disturbance is unlikely, must be included on the final plat.

C. Internal monuments and lot pins are required as follows:

1. One monument for each four lots, or fraction thereof, and placed within sight distance of one another.
2. Lot corners and lot line breaks must be staked with iron surveyor's pins.
3. All internal boundaries and those corners and points, not referred to in the preceding paragraphs, must be monumented in the field by like monuments as described above. Such monuments must be placed at each end of all curves, at a point where a river changed its radius, and at all angle points in any line. All lot corners not falling

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on any of the above described points must be marked by iron surveyor pins at least 18 inches long and 5/8 inch in diameter.

4. The lines of lots that extend to rivers or streams must be monumented in the field by iron surveyor pins at least 18 inches long and 5/8 inch in diameter. Such pins must be placed at the point of intersection of the river or stream and lot line, with a meander line established not less than 20 feet back from the bank of the river or stream.

5. All monuments and pins must be properly set in the ground and approved by a surveyor prior to the time the Planning Commission recommends approval of the final plat or release of the bond where bond is made in lieu of improvements.

15.17 IMPROVEMENT COSTS AND PERFORMANCE BONDS**A. Costs of Improvements**

All required improvements must be constructed and/or installed by the applicant at his/her expense. Any provisions for reimbursement by the governing body or any utility agency must be stipulated clearly in the provisions of any bonds.

B. Temporary Improvements

The applicant must build and pay for all costs of temporary improvements required by the Planning Commission, and must maintain such improvements to a reasonable satisfaction for the period specified by the Planning Commission. Prior to construction of any temporary facility or improvement, the applicant must file with the City a separate suitable bond for temporary facilities, which ensures that the temporary facilities will be properly constructed, maintained, and removed.

C. Performance Bond (PC Res. 19-14, 2/11/19)

A performance bond or insurance bond is required in the amount of 110% of the cost of the following required improvements: final asphalt pavement, sidewalks, traffic control devices, street lights, ditches and/or drainage system including detention and retention facilities, and amenities and open space (if required).

1. The performance bond or insurance bond must be secured by a letter of credit or a certified check, either of which must be from an approved financial institution chartered by the State of Tennessee with an office or branch authorized to accept a demand or "call" on the securing document within 50 miles of Spring Hill, Tennessee.

2. Such performance bond or insurance bond must comply with all statutory requirements and must be satisfactory as to form, sufficiency, and manner of execution as set forth in these regulations. Bonding instruments must include an automatic renewal or evergreen clause. The Planning Commission must specify the period within which required public improvements must be completed in the approval of the bond, but the time period cannot exceed two years from date of recording of final plat. The bond must be reviewed at least once every two years by the Planning Commission, at which time it may be reduced, if significant work has been accomplished.

3. The Planning Commission may extend the completion date set forth in the bond for a maximum of two years at its discretion. Any extension of the performance period may necessitate an increase in the bond amount.

4. This performance bond or insurance bond must also be used as a guarantee for any repairs which may be required to City roads that have been identified or designated during the review process by the City Engineer as having been damaged as a result of any construction vehicle or equipment or other means during the construction by the developer/owner.

5. If the applicant has properly constructed final asphalt pavement, sidewalks, traffic control devices, street lights, ditches and/or drainage system including detention and retention facilities, and amenities and open space (if required), and has obtained a satisfactory inspection by the City, the development may convert the bond to an appropriate maintenance bond to be 30% of performance bond. This maintenance bond is required for a minimum of a one year period, prior to the final inspection and release of the bond by the City.

D. Failure to Complete Improvements

1. Where a performance bond has been posted and required improvements have not been installed within the terms of such performance bond, the Planning Commission may thereupon declare the development to be in default. The City requires that all the improvements be installed regardless of the extent of the building development, or build-out, at which time the bond may be called by the City to complete the public improvements

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and open space and amenities (if required). Vacation of the plat may be considered by the Planning Commission if no building has occurred or lots sold.

2. Should the bond(s) and supporting surety not be renewed or extended as approved by the City within 14 days of the expiration date, or if the new documentation is not in accordance with the requirements set forth herein, then the bond will be assumed to be in default and will be "called" in its full amount by the City. Further, building permits may be suspended for remaining lots in the subject subdivision until all required public infrastructure has been completed and accepted by the City.

E. Building Performance Bond

In a phase of a subdivision where public improvements have been fully completed, dedicated, and accepted by the City, but for which undeveloped lots remain, the builder is required to post with the City a continuous non-revocable surety bond in the amount of \$10,000.00 prior to issuance of a building permit. This bond may be posted to provide for two outstanding building permits at any time. This bonding will be used to ensure that damage caused to, but not limited to, the road and drainage system and/or other installed improvements such as curbs, gutters, headwalls, pipes, sidewalks and driveways by a builder are repaired to the satisfaction of the City at the sold cost of said builder. This bond may be released when the last structure intended to be built as part of said building performance bond is completed and a Certificate of Occupancy has been issued by the Building Official.

15.18 MAINTENANCE OF IMPROVEMENTS

A. The applicant must maintain all completed public improvements until they are formally accepted for maintenance by the City.

B. A maintenance bond to guarantee the asphalt binder course, curbs, gutters, stormwater infrastructure systems, and utilities, secured by a letter of credit, certified check, cash account, or insurance bond from an approved financial institution, is required of each applicant for a minimum period of one or three years depending upon the backfill material used, prior to the final inspection, a signed Certificate of Satisfactory Completion approved by the City Engineer, Public Works Department representative, and Utility Inspector and release of the bond by the City. During the final inspection, the City Engineer shall identify all needed repairs for the asphalt binder course, curbs, gutters, stormwater infrastructure systems, and utilities. The maintenance bond will not be released until such repairs are satisfactorily completed as determined by the City Engineer.

C. The maintenance bond must be 30% of the actual construction cost of all public improvements. At 80% build out (80% of houses within the development or particular phase to be bonded have received their certificate of occupancy), unless otherwise allowed by the Planning Commission, the applicant must install the final asphalt layer.

D. The maintenance period begins when the roadway is constructed to binder and all other public improvements have been properly constructed by the developer, and a Certificate of Satisfactory Completion has been approved by the City Engineer, Public Works Department representative, and Utility Inspector, and also the Planning Commission formally approves a resolution establishing the maintenance bond.

E. If the developer chooses to install the final asphalt layer/topping prior to 80% build out, then he/she must be required to post the maintenance bond at the time of final asphalt layer installation. The maintenance bond must be continuous until a minimum of one year after the 80% build out has been complete. The release of the maintenance bond must be contingent upon the completion of the above and, in the case of road construction and/or improvements, acceptance of the dedication by the Board of Mayor and Aldermen.

(PC Res. 19-14, 2/11/19)

15.19 INSPECTION OF IMPROVEMENTS

A. A pre-construction conference between the applicant, City Engineer, and any affected department head must be held prior to any work being initiated. The applicant must furnish the required number of full size copies of the approved overall construction plans, TDEC approved sanitary sewer and water main plans, SWPPP, and all TDEC issued permits required for the project. This includes the implementation of the erosion control plan. A grading permit is required prior to commencement of any grading work.

B. It is the responsibility of the applicant to properly notify the City Engineer and each affected department of City of Spring Hill to inspect the required improvements, which will eventually become the maintenance responsibility of that

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department. All required improvements that will not be the responsibility of a specific department of the City will be inspected by the Planning Department staff with assistance, as necessary, from other departments and the City Engineer, or the affected utility vendors. Upon inspection, if any of the required road improvements have not been constructed in accordance with the applicable construction standards and specifications, the applicant is responsible for completing the improvements to the required standards. Whenever the cost of improvements is covered by a performance bond, the applicant and the bonding company are severally and jointly liable for completing the improvements according to specifications.

C. The City will inspect the required improvements during construction to ensure their satisfactory completion, per City standards. Inspection of improvements by City representatives will not be the basis of the applicant's evaluation of the work performed by his/her contractors. The applicant's design engineer for the development must ensure compliance of the improvements in a certification to City. If the appropriate governmental representative finds upon inspection that any of the required improvements have not been constructed in accordance with the governing body's construction standards and specifications, the applicant is responsible for completing the improvements to the required standards and specifications. Whenever the cost of improvements is covered by a performance bond, the applicant and the bonding company are liable severally and jointly for completing said improvements according to specifications.

D. Prior to release of the performance bond, the applicant must provide a letter from the design engineer indicating that he/she has inspected the project and attest that it has been constructed, as per the approved design. This letter must be signed and sealed by the design engineer.

E. Incidental improvements and appurtenances not constructed under the performance bond (i.e. driveway pipes and headwalls) must be included in the building performance bond.

F. The performance and maintenance bonds may be reduced or released by authorization of the Planning Commission as recommended by the City Engineer, as follows:

1. Reducing a performance bond to a maintenance bond and releasing maintenance bonds may be considered only upon written request by the developer/owner for a walk-through site inspection. Reducing and releasing bonds may be recommended by the developer to the City Engineer and approved by the Planning Commission and will be based upon satisfactory completion of the work items included in the particular bond under consideration. The final release of any maintenance bonds must be made by the Planning Commission one year after the acceptance of the public improvements. This one year period is a maintenance guarantee for the public improvements.
2. If the developer/owner fails to complete or construct the public improvements as originally planned and as approved by the City Engineer or if there has been unsatisfactory installation of the required improvements, the City will proceed to withdraw funds from the financial institution and use the funds for the purpose of paying for the construction and engineering associated with the completion of the public improvements as originally planned and approved.
3. The City Engineer cannot make a recommendation to reduce a performance bond or release a maintenance bond prior to the satisfactory installation of all required improvements, as determined by the following:
 - a. One year after the completion of all improvements required for the approved final plat.
 - b. After the submission of the project engineer's certification that the project installation has been observed in the field and completed in substantial compliance with the plans and specification and with all applicable ordinances and laws.
 - c. After the submission of a record drawing prepared by the project engineer that shows improvements, and clearly designates any and all changes from the approved plans and specifications.
4. After acceptance of the improvements, the applicant is responsible for the maintenance of all improvements until the release of the maintenance bond. Where a development has been improved in phases, the applicant is responsible for the proper functioning of drainage improvements for the entire development site.
5. In the event the City Engineer denies release or reduction of existing bonds, the developer may apply for an appeal to the Planning Commission. The City Engineer will present a discussion item to the Planning Commission, detailing the developer's request and the City Engineer's findings. The Planning Commission has the authority to approve the request only with a two-thirds majority vote of the full membership.

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17. Subdivision Regulations – Approval Process

Article

ARTICLE 17. SUBDIVISION REGULATIONS – APPROVAL PROCESS

- 17.1 PURPOSE AND INTENT
- 17.2 APPLICABILITY AND AUTHORITY
- 17.3 APPLICABILITY OF ADDITIONAL STANDARDS
- 17.4 CLASSIFICATION OF SUBDIVISION TYPES
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- 17.12 PROCESS FOR VACATION OF PLATS
- 17.13 ENFORCEMENT AND PENALTIES
- 17.14 DEFINITIONS

17.1 PURPOSE AND INTENT

All subdivisions must conform and relate to the principles and policies of the Comprehensive Plan, Major Thoroughfare Plan, Bicycle and Greenway Plan, Official Zoning Map and all zoning regulations, and the Capital Budget and programs of the City. In accordance with the laws of the State of Tennessee, TCA Sections 13-4-101, et seq. these regulations are adopted for the following purpose:

- A. To protect and provide for the public health, safety, and general welfare of the City.
- B. To guide the future growth and development of the City in accordance with the Comprehensive Plan or any other adopted plan.
- C. To provide for adequate light, air, and privacy, to secure safety from fire, flood, and other danger, and to prevent overcrowding of the land and undue congestion of population.
- D. To protect the character and the social and economic stability of all parts of the City, and to encourage the orderly and beneficial development to all parts of the City.
- E. To protect and conserve the value of land throughout the City and the value of buildings and improvements upon the land, and to minimize the conflicts among the uses of land and buildings.
- F. To guide public and private policy and action in order to provide adequate and efficient transportation, water, sewerage, schools, parks, playgrounds, recreation, and other public requirements and facilities.
- G. To establish reasonable standards of design and procedures for subdivisions and re-subdivisions, in order to further the orderly layout and use of land, reduce traffic congestion; and to insure proper legal descriptions and monumentation of subdivided land.
- H. To ensure that public facilities are available and will have a sufficient capacity to serve the proposed subdivisions.
- I. To prevent the pollution of air, streams, and ponds, to assure the adequacy of drainage facilities, to safeguard the water table, and to encourage the wise use and management of natural resources throughout the City in order to preserve the integrity, stability, and beauty of the community and the value of the land.
- J. To preserve the natural beauty and topography of the City and to ensure appropriate development with regard to these natural features.
- K. To encourage subdivision design that maximizes the conservation of all forms of energy.

17.2 APPLICABILITY AND AUTHORITY**A. Applicability**

These subdivision regulations apply to any subdivision located within the City of Spring Hill, Tennessee; however, modifications or waivers of any applicable requirements may be made by the Planning Commission only where unique and inherent characteristics of the land proposed for development warrant such deviations. It is the sole responsibility of the property owner to request and justify such waivers to the Planning Commission.

B. Previously Granted Plats

All sketch plat, preliminary plat, and final plats approved prior to the effective date of this Code, or any subsequent amendment to this Code, remain in full force and effect. The recipient of the approval may proceed to develop the property in accordance with the approved plans and all applicable conditions.

C. Authority

1. These subdivision regulations are adopted by the Planning Commission in pursuance of the authority and powers granted by Tennessee Code Annotated (TCA), 13-4-301, et seq. No land can be subdivided within the jurisdictional area until the subdivider submits a plat as required by these regulations, obtains Planning Commission approval of the plat, and files the approved plat with the appropriate County register.
2. Having adopted a Major Thoroughfare Plan for the jurisdictional area, and filed a certified copy of the plan with the County Register of Deeds (hereinafter referred to as "county register"), as required by TCA Section 13-4-302, and having held a public hearing as indicated in these regulations and as required by TCA Section 13-4-303 the Planning Commission has fulfilled the requirements set forth in state law as prerequisites to the adoption of these regulations.
3. These regulations may be amended by the Planning Commission as the public health, safety, and general welfare require. A public hearing on any amendments are held by the Planning Commission in a manner provided by TCA 13-4-303. This includes the following sections of this Code:
 - a. Article 15. Subdivision Regulations – Required Public Improvements and Bonds
 - b. Article 16. Right-of-Way Design and Access Management
 - c. Article 17. Subdivision Regulations – Approval Process

D. The Planning Director may designate one or more City staff persons to act as a designee for his/her authority in the subdivision approval processes; however, a decision may only be rendered once.

17.3 APPLICABILITY OF ADDITIONAL STANDARDS**A. Applicability of Other Standards**

In addition to the requirements established herein, all subdivision plats must comply with all applicable laws, ordinances, resolutions, rules, or regulations, including, but not limited to the following. Plat approval may be withheld if a subdivision is not in conformity with the above rules or with the provisions set forth herein.

1. The adopted Comprehensive Plan, Major Thoroughfare Plan, Bicycle and Greenway Plan, and other adopted plans and policies of the City.
2. The zoning ordinance, all applicable codes, and other applicable laws of the City of Spring Hill.
3. All applicable provisions of Maury and Williamson County ordinances and codes.
4. All applicable provisions of Tennessee Law, regulations, or policy.
5. The rules of the County Health Department and the Tennessee Department of Environment and Conservation.
6. The rules, as applicable, of the Federal Highway Administration or Tennessee Department of Transportation, and/or the Maury and Williamson Counties if the subdivision or any lot contained therein abuts a non-local highway.

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7. The standards and regulations adopted by all other boards, commissions, and agencies of the Planning Commission, where applicable.

B. Homes of Historical Significance

1. Development near or contiguous to National Register of Historic Sites, as identified in the book of "National Register Properties 1995" with subsequent amendments, and/or as determined by the Board of Mayor and Aldermen and the Planning Commission to have Historical Value to the City, community, or neighborhood, must be developed in accordance with the approval requirements of the Planning Commission.

2. Any site the subject of a subdivision application that is located within 300 feet of a property designated a historically significant site, as designated by the Board of Mayor and Aldermen or on the National Register of Historic Places, must be reviewed and a recommendation made by the Spring Hill Historic Commission prior to the final decision on the application.

C. Conditions on Approval

Regulation of the subdivision of land and the requirement of reasonable conditions determined during approval to land subdivision is an exercise of valid police power delegated by the State to the City. The applicant must comply with any such conditions determined during approval in order to conform to the physical and economic development goals of the City and to preserve the safety and general welfare of the City's present and future population.

D. Self-Imposed Restrictions

If the owner places restrictions on any of the land contained in the subdivision greater than those required by any ordinance or these regulations, such restrictions or reference thereto must be recorded with the County Registrar on the final plat. These restrictions will not be enforced by the City, unless a stricter standard for a public improvement is included on the plat. Only those shown on the plat will be enforced by the City.

17.4 CLASSIFICATION OF SUBDIVISION TYPES**A. Administrative Subdivision**

Administrative subdivisions may be approved by the Planning Director as follows:

1. The division of a single lot into no more than two lots, which front on an existing right-of-way, are served by existing utilities, and do not involve the extension of any public utilities, or the dedication of land for public rights-of-way, parks, or other public purposes. Lot divisions may include new easements and this provision authorizes the administrative review of said plats.

2. The consolidation of lots or a change in boundary between adjoining lots.

B. Minor Subdivision

Minor subdivision is the division of a parcel or parcels into a maximum of four lots all of which front on an existing street and do not involve: the extension of any public utilities; the dedication of land for public rights-of-way, parks, or other public purposes; the creation of any public improvements; or the dedication of easements.

C. Major Subdivision

Major subdivision is any subdivision not classified as a minor or administrative subdivision, including, but not limited to:

1. Subdivisions of five or more lots.

2. Any subdivision of any size requiring the creation of any new street, the installation of any public improvements or utilities, the extension of any public utilities; the dedication of land for public rights-of-way, parks, or other public purposes, the creation of any public improvements, or the dedication of easements. A major subdivision that does not include the extension or improvement of any utilities or public facilities and/or roads may proceed straight to final plat (without a preliminary plat). (PC Res. 19-14, 2/11/19)

17.5 SUBDIVISION PROCESS STEPS

A. Subdivision Process Summary

Table 17-1: Subdivision Process describes the required process steps for each of the types of subdivision application.

Table 17-1: Subdivision Process Summary			
SUBMITTALS	Type of Subdivision		
	Administrative Subdivision (Maximum of 2 lots)	Minor Subdivision (2 to 4 Lots)	Major Subdivision (5 or more Lots)
Pre-Application Conference	•	•	•
Neighborhood Concept Plan			^
Preliminary Plat			•
Final Plat	•	•	•

^ For subdivisions containing 25 or more lots.
(PC Res. 19-14, 2/11/19)

B. Determination of Official Submittal Dates

1. For an administrative subdivision, the date the Planning Department certifies that the preliminary plat application is complete is the official submittal date.
2. For a minor or major subdivision, the date of the regular meeting of the Planning Commission at which the preliminary or final approval of the subdivision plat is first considered is the official submittal date.

C. Subdivision Application Requirements

Table 17-2: Subdivision Application Submittal Requirements lists the requirements for subdivision applications. Plans and plats must be drawn in a legible manner, at a scale suitable to the size of the lot being developed or subdivided. All plans must be drawn at a standard engineering scale, and submitted in paper and digital form, as listed on the application. The following information must be submitted to the Planning Department for review, unless waived by the Planning Director and/or Planning Commission:

Table 17-2: Subdivision Application Submittal Requirements			
Submittals	Neighborhood Concept Plan	Preliminary Plat	Final Plat
General Information			
Name, address, zoning, and property lines of all property owners adjacent to the exterior boundaries of the project	•	•	•
Name, address, phone numbers of owner(s), developer(s), and representatives	•	•	•
North arrow, scale, date of preparation, zoning classification, map/parcel numbers, total acreage, and proposed use	•	•	•
Title block located in the lower right hand corner indicating the name and type of project, scale, firm/individual preparing drawing, date, and revisions	•	•	•
Legend containing all symbols and lines shown in the drawing	•	•	•
A purpose statement for subdivision	•	•	•
A vicinity map of the project with a radius of 1.5 miles from the project, any Major Thoroughfare Plan streets, and the 100 year floodplain boundary	•	•	•
The location and type of all existing structures on the property	•	•	•
Site coverage note indicating the percentage of the site that is currently covered by impervious surface		•	•
A concept plan showing the design of the entire site, including lots and rights-of-way	•		
Title, name, address, stamp, and signature of the design professional(s) licensed to prepare the required plans and plats	•	•	•
The current date of the Unified Development Code in effect at the time of submittal	•	•	•
Floodplain/Floodways/Wetlands			
Show 100-year floodplain and/or floodway and base flood elevations. Reference the FIRM panel number and effective date.	•	•	•

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Table 17-2: Subdivision Application Submittal Requirements			
Submittals	Neighborhood Concept Plan	Preliminary Plat	Final Plat
Note and delineate wetlands on the property		•	•
Existing and proposed topographic information with source of information noted		•	
Show stream buffers	•	•	•
Plans showing the nature, location, dimensions, and elevation of any part of the property within a flood prone area; existing or proposed structures or building sites, fill storage of materials and flood proofing measures; the relationship of the above to the location of the stream channel, floodway, floodway fringe, regulatory flood elevations, and the regulatory flood protection elevation; and specifications for building construction and materials, flood proofing, filling, dredging, grading, storage of materials, water supply, and sanitary facilities	•	•	•
A typical valley cross-section showing the channel of the stream, elevation of land areas adjoining each side of the channel, cross-sectional areas to be occupied by a development in a flood prone area, and high-water information, if required by the Planning Commission		•	
Tree Protection and Landscaping			
Delineate trees to be retained on-site and the measures to be implemented for their protection	•	•	
Depict the limits of soil disturbance to include all areas to be graded both on- and off-site	•	•	
Landscaping proposals for parking lots, streets, greenspace, and required screening or buffer yards, including proposed plant size and species. Show existing and proposed utility lines, and state the method for irrigation.		•	
Utilities, Existing			
Utility flow and capacity analysis for water and sewer services			
Conceptual utility layout, including connection points for water, sewer, location of stormwater detention ponds, and stormwater sewer outfalls	•	•	
Preliminary service demand analysis	•	•	
Show, note, and dimension all known existing on- and off-site utilities and easements		•	•
Show invert and rim elevations of all existing sanitary sewer, stormwater drains, and fire hydrants		•	•
Existing easements shall show the name of the easement holder and the purpose of the easement. If an easement is blanket or indeterminate in nature, a note to this effect shall be added to the plat/plan		•	•
Utilities, Proposed			
Utility flow and capacity analysis for water and sewer services.			
Show all storm sewer structures, sanitary sewer structures, and drainage structures. Provide structure locations and types. Provide pipe types and sizes.		•	•
Stormwater drainage plans and calculations		•	
Sanitary sewer systems: show manhole locations and provide pipe locations, sizes, and types		•	•
Show invert elevations and connections of all proposed sanitary sewer, stormwater drains, and fire hydrants		•	•
Note the occurrence of previous water, sewer, or storm sewer overflow problems on-site or in the proximity of the site		•	•
If a septic system is to be utilized, provide a table of the acreage and percolation rates		•	•
Water systems, on or near the site: provide pipe locations, types, and sizes; note the static pressure and flow of the nearest hydrant; show location of proposed fire hydrants and meters		•	
Underground or surface utility transmission lines: locations of all related structures; locations of all lines; a note shall be placed where streets will be placed under existing overhead facilities and the approximate change in grade for the proposed street		•	•

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Table 17-2: Subdivision Application Submittal Requirements			
Submittals	Neighborhood Concept Plan	Preliminary Plat	Final Plat
State the width, location, and purpose of all proposed easements or rights-of-way for utilities, drainage, sewers, flood control, ingress/egress or other public purposes within and adjacent to the project		•	•

Table 17-2: Subdivision Application Submittal Requirements			
Submittals	Neighborhood Concept Plan	Preliminary Plat	Final Plat
Streets/Rights-Of-Way/Easements			
Delineate, label, and dimension from centerline existing street right-of-way (ROW) lines and Major Thoroughfare Plan ROW lines		•	•
Delineate, label, and dimension from centerline any required ROW dedication		•	•
Show the location, widths, grades, and names of existing streets, alleys, paths, and other ROW, whether public or private, within and adjacent to the project		•	•
Where a proposed road intersects an existing public way or ways, the elevation along the centerline of the existing public way within one hundred (100) feet of the intersection.		•	
Show the general location and width of existing and proposed streets, alleys, paths, and other ROW, whether public or private within and adjacent to the project	•		
Show the location, widths, grades, and names of proposed streets, alleys, paths, and other ROW, whether public or private, within and adjacent to the project		•	•
Show radii of all curves, lengths of tangents, and central angles on all public ways		•	•
Provide a layout of adjoining property in sufficient detail to show the effect of proposed and existing streets (including those in the Major Thoroughfare Plan), adjoining lots, and off-site easements	•	•	•
Plans and profiles indicating the locations and typical cross-section of public way pavements, including curbs and gutters, sidewalks, drainage, rights-of-way, manholes, and catch basins		•	
Location of public way signs, including street extension and speed limit signs		•	
The location of all existing and proposed street lights		•	
Traffic impact study		•	
Description of how the Bicycle and Greenway Plan has been implemented	•	•	
Subdivision of Land			
The lot layout, the dimensions of each lot, number of lots, and total area in square footage or acreage to the nearest one-hundredth acre of each lot	•	•	•
Show the approximate finish grade where pads are proposed for building sites		•	•
Number lots consecutively	•	•	•
For phased developments, identify all phase lines and the phase sequence	•	•	
Site Information			
Identify the location of known, existing, or abandoned water wells, sumps, cesspools, springs, streams, bodies of water, water impoundments, and underground structures within the project	•	•	•
Show the location of known existing or proposed ground leases or access agreements (shared parking lots, drives, etc.)	•	•	•
The location of any potentially dangerous areas, including areas subject to flooding, slope stability, settlement, excessive noise, previously filled areas, and any means of mitigating hazards	•	•	•
For residential development, indicate the use and list in a table the number of dwelling units	•	•	•
For non-residential development, indicate the gross floor area, all proposed uses, and the floor area devoted to each type of use	•	•	•
Site amenity plan, if applicable	•	•	
Pedestrian circulation plan	•	•	•
Show location and size of existing or proposed signs, if any		•	•

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Table 17-2: Subdivision Application Submittal Requirements			
Submittals	Neighborhood Concept Plan	Preliminary Plat	Final Plat
Show general location and size of parking, loading areas, and traffic flow		•	
Show location, size, and construction details of parking and loading areas.		•	
Show the location, size, surfacing, landscaping, and arrangement of parking and loading areas. Indicate pattern of traffic flow. Include a table showing the required, provided, and handicapped accessible parking spaces		•	

Table 17-2: Subdivision Application Submittal Requirements			
Submittals	Neighborhood Concept Plan	Preliminary Plat	Final Plat
Show location and width of curb cuts and driveways. Dimension driveways and curb cuts from side property lines and surrounding intersections		•	•
Show location and dimensions of buffer strips, fences, or walls, if required	•	•	•
Indicate location of and access to solid waste service			
Provide a description of commonly held areas, if applicable	•	•	•
Show required building setbacks. Provide a note of the current setback requirements for the property/project	•	•	•
Show location of adjacent parks, cemeteries, structures, development, and historically significant properties	•	•	•
Show location and dimensions of all property proposed to be set aside for park, playground, or other public/private use, with designation of the purpose and conditions of use	•	•	•
Show contours at vertical intervals of not more than two feet		•	
Street names and property addresses as assigned		•	•
Preliminary grading and drainage plans and reports as required by the City Engineer		•	
Any other data or reports as deemed necessary for project review by the Planning Director, City Engineer, Planning Commission, or other approving authority	•	•	•
All required signature blocks		•	•

17.6 ADMINISTRATIVE SUBDIVISION PROCEDURE

- A. Approval of an administrative subdivision requires only a final plat approval by the Planning Director.
- B. Prior to formal submittal of an application, the applicant, and/or his/her representative, must meet with the Planning Director, or his/her designee. The purpose of the pre-application conference, which does not require a formal application or fees, is to provide informal advice and assistance to the applicant. Any opinions or advice provided are not binding with respect to any official action that may be taken on the formal application. At the pre-application conference, the Planning Department will verify that the application is an administrative subdivision. No decision will be made on the application.
- C. The Planning Director, or his/her designee, will approve, approve with modifications and/or conditions, or deny the final plat.
- D. When a final plat is approved without conditions, the plat is considered the final plat. When a final plat is approved with conditions, the applicant must revise the plat, incorporating all revisions based on such conditions, and present such revised plat to the Planning Department for approval. Following approval of all revisions, the plat is considered the approved final plat.
- E. If the Planning Department denies final plat, the applicant may appeal the decision to the Planning Commission within 30 days of the date of the final decision.

17.7 MAJOR AND MINOR SUBDIVISION PROCEDURE

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Table 17-1 in Section 17.5 describes which of the following steps in the application process are required for major and minor subdivisions.

A. Pre-Application Conference

Prior to formal submittal of an application, the applicant, and/or his/her representative, must meet with the Planning Director, or his/her designee. The purpose of such pre-application conference, which does not require a formal application or fees, is to provide informal advice and assistance to the applicant. Any opinions or advice provided are not binding with respect to any official action that may be taken on the formal application. At the pre-application conference, the Planning Department will identify the type of subdivision and the approval process under which the Planning Commission will consider the proposal. No decision will be made on the application.

B. Neighborhood Concept Plan

Before submitting a formal application for a major subdivision of 25 or more lots, the applicant must present a neighborhood concept plan to the Planning Commission for the purpose of obtaining information and guidance prior to formal application. The neighborhood concept plan is optional for all other subdivision types. (The neighborhood concept plan is also known as a sketch plat.)

1. The review of the neighborhood concept plan will focus on the appropriateness of the subdivision from the viewpoint of timing, location, zoning, and overall development of the site. Thorough consideration will be given to the requirements that will have to be met for access, utilities, drainage, and other improvements, reservations, and dedications. The neighborhood concept plan review is intended to establish the direction and basis for the subdivision proposal before substantial amounts of time and money have been invested in a very detailed proposal that may contain elements that do not conform to these regulations.
2. The neighborhood concept plan must be submitted to the Planning Department prior to consideration of the neighborhood concept plan by the Planning Commission. Once the neighborhood concept plan is deemed complete, the Planning Director, or his/her designee, will call a staff review committee to review the neighborhood concept plan. Designated Planning Department staff will prepare comments as to the appropriateness of the subdivision as it relates to access, utilities, drainage, and other improvements, reservations, and dedications. The comments of the review committee will be forwarded to the Planning Commission.
3. The Planning Commission will review the neighborhood concept plan. The Planning Commission will approve, approve with modifications and/or conditions, or deny the neighborhood concept plan.
4. The developer must provide the City staff with two additional copies of the approved neighborhood concept plan with all modifications and conditions of approval from the Planning Commission noted thereon.

C. Preliminary Plat

1. An application for preliminary plat approval must be submitted to the Planning Department prior to consideration of the preliminary plat by the Planning Commission. The Planning Department will determine whether the application is complete and will take no steps to begin review of the application until such time as it is deemed complete. All filing fees are due with the submittal. No preliminary plat will be considered complete without the required fees.
2. Upon receipt of a complete preliminary plat application, the Planning Director, or his/her designee, will call a staff review committee to review the preliminary plat and prepare a recommendation to the Planning Commission regarding approval, approval with changes or conditions, deferral, or denial of the plat. The recommendation of the review committee will be forwarded to the Planning Commission.
3. The Planning Commission will approve, approve with modifications and/or conditions, or deny the preliminary plat.
4. The developer must provide the City staff with two additional copies of the approved preliminary plat with all modifications and conditions of approval from the Planning Commission noted thereon.
5. The applicant must submit a final plat within one year of the approval date of the preliminary plat by the Planning Commission. Upon the end of this time period, the applicant may request the preliminary plat be placed on the Planning Commission agenda for re-approval or an extension of the approval period not to exceed one year.

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1. After the proposed subdivision has been approved and improvements made in accordance with the approved preliminary plat, or bond adequate in form and amount to assure the completion of the required improvements has been established, the final plat may be prepared and presented to the Planning Commission for final approval.
2. An application for final plat approval must be submitted to Planning Department staff for Planning Commission consideration. The Planning Department will determine whether the application is complete and will take no steps to begin review of the application until such time as it is deemed complete. All filing fees are due with the submittal. No preliminary plat will be considered complete without the required fees.
3. The final plat follows the approval of a preliminary plat. The final plat must conform substantially to the preliminary plat as approved.
4. Submission of a final plat may be done in phases. If desired by the subdivider, when the final plat follows the approval of a preliminary plat, the final plat may constitute only that portion of the approved preliminary plat that he/she proposes to record and develop at the time, provided, however, that such portion conforms to all requirements of these regulations and any approved phasing plan.
5. The Planning Commission must hold a hearing as required by TCA Section 13-4-304 on each final plat brought before it. The Planning Commission must approve, approve with modifications and/or conditions, or deny the final plat, which must set forth in detail any conditions to which the approval is subject, or reasons for denial.
6. The failure of the Planning Commission to act upon a plat within the prescribed time is deemed approval of the final plat and, in such event, a certificate of approval, entitling the subdivider to proceed as specified by these regulations. The applicant, however, may agree to a deferral or to an extension of the time for Planning Commission review.
7. After approval has been given, a mylar and/or prints of a suitable size for recording, must be furnished by the developer depending on the requirements of each county of recording. A “.dwg” file based on the Tennessee State Plane Coordinate System must also be submitted in a recordable media format to staff prior to the plats recording.
8. A final plat must be accompanied by formal irrevocable offers of dedication to the public of all public ways and uses, utilities, open spaces, parks, and easements, in a form approved by legal counsel, as applicable. The subdivision plat must be marked with required notation indicating the formal offers of dedication.
9. A performance bond, if required, must be posted within 60 days of approval of final plat. The plat must be registered within 60 days after the performance bond has been posted if required or, if no performance bond is required, 60 days after approval.
10. Approval of the final plat by the Planning Commission does not constitute the acceptance by the City as well as the dedication of any streets or other public way or ground.
11. If a required performance bond and necessary surety have not been posted within the required time period or final plat has not been recorded with the Register of Deeds within prescribed time period, a re-approval is necessary. A re-approval final plat fee is equal to the original final plat fee and must be paid by applicant prior to consideration.
12. The approval of a non-recorded final plat expires within one year if no further progress is made toward the development. An extension may be granted by the Planning Commission.

E. Subdivision Exceptions

1. The Planning Commission may grant exceptions to the subdivision regulations of Articles 15, 16, and 17, where there are particular difficulties or unnecessary hardships in carrying out said standards and requirements.
2. However, in no case may an exception to any zoning regulation be granted as part of subdivision approval, which includes lot area, lot width, and use. Any exceptions to zoning regulations must be granted as administrative modifications or variances per Article 13 following subdivision approval.

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3. In considering requests for exceptions, the Planning Commission may impose additional conditions as deemed necessary to protect the public health, safety, and welfare.

F. Reconsideration Fee

Failure of an applicant to appear before the Planning Commission for an item requiring notice to adjacent property owners or a public hearing will be charged a reconsideration fee, per the Municipal Code, each time the applicant fails to appear. Reconsideration of any other item when no representative was present will require an additional fee equal to the original fee. The Planning Commission may waive these fees if sufficient notice is given so that property owners can be notified or if the applicant could not attend for reasons beyond his/her control.

17.8 VESTING OF DEVELOPMENT

A. In accordance with TCA Section 13-4-310, Table 17-3: Vesting of Developments for Subdivision Applications. Table 17-3 provides for vesting within the City, under state law, for: the types of plans approved, the vested right, and what action triggers the vesting. During the vesting periods listed below, the adopted standards in effect on the date of approval of the required preliminary approval or final development approval where preliminary approval is not required remain the development standards applicable to the property.

B. The applicable vesting periods are listed in Table 17-3: Vesting Timeline.

C. The vesting period outlined in Table 17-3 may be terminated upon the following conditions:

1. When the applicant violates the terms and conditions specified in the approved development plan or building permit. The applicant will receive 90 days from the date of the written notification to resolve the violation, unless provided additional time from the City.
2. Upon a finding by the City that the applicant intentionally supplied inaccurate information or knowingly made misrepresentations material to the issuance of a building permit or approval of a development plan or did not construct the development in accordance with the approved building permit or the approved development plan or an approved amendment for the building permit or the development plan.
3. Upon the written determination by the City of the existence of a natural or man-made hazard on or in the immediate vicinity of the subject property, not identified in the development plan or building permit, and which hazard, if uncorrected, would pose a serious threat to the public health, safety, or welfare and the threat cannot be mitigated within a reasonable period of time.
4. Upon enactment or promulgation of a State or Federal law, regulation, rule, policy, corrective action, or other governance that is required to be enforced by the City and that precludes development as contemplated in the approved development plan or building permit, unless modifications to the development plan or building permit can be made by the applicant, within 90 days of notification of the new requirement, which will allow the applicant to comply with the new requirement.

D. Should the applicant obtain all necessary permits for site preparation and commences site preparation within three years of approval, the vesting period shall be extended an additional two years to commence construction from the date of the expiration of the three year period, for a total of five years. During the period, the applicant must commence construction and maintain any necessary permits to remain vested.

E. Should the applicant commence construction during the five year period, the development standards applicable during the vesting period remain in effect until a final certificate of occupancy is issued; provided, the total vesting period of the project shall not exceed ten years from the date of application approval, during which time the applicant must maintain all necessary permits during this period.

Table 17-3: Vesting of Developments for Subdivision Applications						
Application	Approval	Effective Date	Vesting Period	Total Vesting Period	Required Actions	Phasing
Neighborhood Concept Plan	Planning Commission	3 years from date of approval	3 years	3 years	Receive Preliminary Plat Approval	Not Applicable
Preliminary Plat	Planning Commission	3 years from date of approval	3 years	3 years	Receive Final Plat Approval	Not Applicable
Final Plat (requiring a Preliminary Plat)	Planning Commission	5 years from date of preliminary approval	5 years	10 years (with construction)	Site Preparations; Complete construction; and maintain permits	15 years
Minor Subdivision Major Subdivision (2-4 Lots)	Planning Commission	Date of approval of Final Plat	5 years	10 years (with construction)	Site Preparations; Complete construction; and maintain permits	Not Applicable
Administrative Subdivision	Planning Department	Date of approval of Final Plat	5 years	10 years (with construction)	Site Preparations; Complete construction; and maintain permits	Not Applicable

F. An amendment or revision to an approved plat by the developer must be reviewed per this article, as applicable, and approved by the Planning Commission in order to retain the protections of the vested property right. An amendment or revision may be denied based upon a finding that the amendment or revision does one or more of the following:

1. Alters the proposed use
2. Increases the overall area of the development
3. Alters the size of any nonresidential structures included in the development plan
4. Increases the density of the development
5. Increases any local government expenditure necessary to implement or sustain the proposed use

If an amendment or revision is denied, the applicant may either proceed under the prior approved plan with the associated vested property right or allow the vested property right to terminate and submit a new application.

17.9 SIGNING AND RECORDING OF SUBDIVISION PLAT

A. Signing of Plat

When the conditions of this section are satisfied, the Secretary of the Planning Commission, or the Secretary’s designee per the Planning Commission bylaws, will sign the permanent reproducible original of the subdivision plat as the final signature.

1. Bond Required

The Secretary of the Planning Commission will endorse approval on the plat after any required bond has been approved by the Planning Commission and after all the conditions of the resolution pertaining to the plat have been satisfied.

2. Improvements Required

The Secretary of the Planning Commission will endorse approval on the plat after all conditions of the resolution have been satisfied and all improvements satisfactorily completed. There must be written evidence that the required public facilities have been installed in a manner satisfactory to the governing body as shown on certifications by the appropriate governmental representative(s) that necessary land dedications and improvements have been accomplished.

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17. Subdivision Regulations – Approval Process**B. Recording of Plat**

It is the responsibility of the Enforcing Officer to file a plat with the County Register's office within 14 days of the date of signature. Simultaneously, with the filing of the plat, the Enforcing Officer must record the agreement of dedication together with such legal documents as required to be recorded by legal counsel. The applicant or his/her designated representative may record the plat instrument with the understanding that a copy of the recorded instrument must be returned to the City within 2 days. No building permits will be issued until such time as a copy of the recorded plat instrument has been provided to the City. Recording fees are paid by the applicant. The applicant must provide two copies to the Planning Department for their records.

C. Phasing of Major Subdivision Plats

Prior to granting final approval of a major subdivision plat, the Planning Commission may permit the plat to be divided into two or more sections and may impose such conditions upon the filing of each section as it may deem necessary to assure the orderly development of the subdivision. The Planning Commission may approve minor modifications to an approved phasing plan. The following is required of phased plats for bonds and dedication of public ways:

1. Performance Bond Required

The Planning Commission may require that a performance bond be filed in an amount commensurate with the section(s) of the plat to be filed. The Planning Commission may also defer the remaining required performance bond principal amount until the remaining sections of the plat are offered for filing.

2. Improvements Required

a. The developer may file irrevocable offers to dedicate public ways and improvements in the section offered to be filed.

b. Subject to any conditions placed by the Planning Commission, the developer may defer filing offers of dedication for the remaining sections until such sections are to be granted concurrently with final approval of the plat.

17.10 ACCEPTANCE OF DEDICATION OFFERS

Acceptance of formal offers of dedication of public ways and improvements to the City will be by the Board of Mayor and Aldermen after review by the Planning Commission. Planning Commission approval of a subdivision plat is not deemed to constitute or imply acceptance by the City of any public ways, public improvements, or required amenities shown on the plat.

17.11 MINOR REVISION TO APPROVED FINAL PLAT

A. A minor revision to final plat is defined as an adjustment that will not impact proposed or existing public improvements involving two or fewer building lots.

B. To facilitate minor revisions to final plats that have been previously approved by the Planning Commission, the Planning Department staff has the authority to recommend approval of the revision and to instruct the Secretary of the Planning Commission to sign the plat. A final plat must be recorded with the Register of Deeds within five years of approval or it will be deemed void.

C. The following procedure is required:

1. Before submission of the application and the revised final plat, the applicant must present a sketch of the proposed revisions to the Planning Department staff. The staff will review the revisions and within ten days determine if they are in fact minor revisions.

2. After determination that the revision is a minor revision, the applicant must submit the revised final plat or other appropriate document meeting all specifications contained within these regulations. The plat must use the same format as an original final plat except that it must state that it is a revision and the required certificates may be removed from the final plat, as applicable.

3. The Planning Department staff must have at least ten working days to review and dispose of the application for revised final plat approval. If the staff determines that certain information pertinent to the review is lacking, the staff will notify the applicant in writing within the initial ten day review period of such deficiency and hold the

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application in abeyance until the additional information is provided upon receipt of all required information, certificates, and fees, and upon the determination by the staff that the revised final plat meets the regulations in every respect, the Secretary of the Planning Commission may sign said plat on behalf of the Planning Commission and release it for recording.

4. The plat may then be recorded at the Register of Deeds Office. All revised plats approved and released in this manner must then be reported to the Planning Commission at its next regular meeting.

17.12 PROCESS FOR VACATION OF PLATS

A. Any plat or any part of any plat may be vacated by the owner of such, at any time before the sale of any lot therein, by a written instrument, to which a copy of such plat must be attached, declaring the same to be vacated. This instrument must be approved by the Planning Commission in like manner as plats of subdivision. The governing body may reject any such instrument that abridges or destroys any public rights in any of its public uses, improvements, or public ways.

B. Such an instrument must be recorded with the Register of Deeds in like manner as plats of subdivision. Being duly recorded must operate to destroy the force and effect of the recording of the plat so vacated, and to divest all public rights in streets, public grounds, and all dedications laid out or described in such plat.

C. When lots have been sold, the plat may be vacated in the manner herein provided by all owners of lots in such plat join in the execution of the instrument of vacation.

17.13 ENFORCEMENT AND PENALTIES

A. It is the duty of the Building Official (hereinafter referred to as "Enforcing Officer") to enforce these regulations and to bring to the attention of legal counsel any violations or lack of compliance herewith.

B. Appropriate actions and proceedings may be taken in equity to prevent any violation of these regulations, to prevent unlawful construction, to recover damages, to restrain, correct, or abate a violation, or to prevent illegal occupancy of a building, structure, or premise. These remedies are in addition to the penalties described in herein.

C. No plat or plan of a subdivision located within the area of planning jurisdiction may be filed or recorded by the appropriate Register of Deeds until said plat or plan has received final approval in writing by the Planning Commission as provided in TCA Section 13-4-306.

D. No board, public officer, or authority may light any street, lay or authorize the laying of water mains or sewers, or the construction of the facilities or utilities in any street located within the area of planning jurisdiction unless such streets have been accepted, opened, or otherwise received the legal status of a public street prior to the adoption of these regulations or unless such street corresponds in its location and lines to a street shown on a subdivision plat approved by the Planning Commission, or on a street plan made and adopted by the Planning Commission as provided in TCA Section 13-4-307.

E. No building permit may be issued for the construction of any building or structure located on a lot or plat subdivided or sold in violation of any provision of these regulations.

F. No County Register may receive, file, or record a plat of a subdivision within the planning region without the approval of the Planning Commission as required in TCA Section 13-4-306 and any County Register so doing will be deemed guilty of a misdemeanor, punishable as other misdemeanors as provided by law.

G. TCA Section 13-4-306 provides that whoever being the owner or agent of the owner of any land, transfers or sells or agrees to sell or negotiates to sell such land by reference to or exhibition of or by other use of a plat of subdivision of such land without having submitted a plat of such subdivision to the Planning Commission and obtained its approval as required before such plat be recorded in the office of the appropriate county register, is deemed guilty of a misdemeanor, punishable as other misdemeanors as provided by law, and the description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring is not exempt the transaction from such penalties.

H. The City, through its City attorney or other official designated by the Board of Mayor and Aldermen, may enjoin such transfer or sale or agreement by action or injunction. Any structure erected or to be erected in violation of the

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subdivision regulations is deemed an unlawful building or structure, and the City Attorney or other official designated by the Planning Commission may bring action to enjoin such erection or cause it to be vacated or removed as provided in TCA Section 13-4-306.

17.14 DEFINITIONS

The following definitions apply to Articles 15, 16, and 17. The definitions of Article 2 do not apply to these cited articles and in the case of any conflicts these definitions control.

100-Year Flood. A flood having a 1% chance of happening in any year. It is based on statistical analysis of stream flow records available for the watershed and analysis of rainfall and runoff characteristics in the general region of the watershed.

25-Year Flood. A flood having a 4% chance of happening in any year.

Agent. See developer.

Alley. A public or private right-of-way primarily designed to serve as secondary access to the side or rear of those properties whose principal frontage is on some other street.

Applicant. See developer.

Architect. An architect or landscape architect certified and registered by the State Board of Architectural and Engineer Examiners pursuant to TCA Title 62, Chapter 2 to practice in Tennessee.

Bicycle and Greenway Plan. A plan consistent with the Master Parks and Recreation Plan and City's Major Thoroughfare Plan Update, that guides the implementation of projects that increase bicycle and pedestrian options, while also providing a continuous and safe non-motorized system that ensures easy access to jobs, services, and commerce. The Bicycle and Greenway Plan represents a commitment to design, construct, and maintain a network of safe, convenient, and attractive bicycle and pedestrian facilities for both commuting and recreational use throughout Spring Hill.

Block. A tract of land bounded by public ways or by public parks, cemeteries, railroad rights-of-way, or shorelines or waterways or a combination of such.

Bond. An instrument with a clause, with a sum of money fixed as a penalty, binding the parties to pay the same; conditioned, however, that the payment of the penalty may be avoided by the performance by some one or more of the parties of certain acts.

Construction Plan. The maps or drawings accompanying a subdivision plat and showing the specific location and design of improvements to be installed in the subdivision in accordance with the requirements of the Planning Commission.

Contractor. An individual, firm, or corporation with whom an owner or authorized agent has executed a work agreement.

County Environmentalist. An agent designated to administer local and/or state health regulations.

Cul-De-Sac. A minor street having only one outlet and having an appropriate terminal for the safe and convenient reversal of traffic movement, definition includes dead end, turn-around, or turn-about.

Design Specifications. Written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship required for a project intended for local government ownership or maintenance.

Developer. The owner of land proposed to be subdivided or his/her representative. One who, having an interest in land causes it, directly or indirectly, to be divided into a subdivision. Consent is required from the legal owner of the premises. Articles 15, 16, and 17 may also use the terms "agent," "applicant," or "subdivider," which also mean developer per this definition.

Driveway Easement. A 25 foot wide easement from a public road for ingress and egress to one or more lot(s).

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Easement. Authorization by a property owner for the use by another, and for a specified purpose, of any designated part of their property.

Enforcing Officer. The Building Inspector of the City of Spring Hill, unless another person is designated by the Mayor or City Administrator to be responsible for enforcing the provisions of the subdivision regulations.

Engineer. An engineer certified and registered by the State Board of Architectural and Engineer Examiners pursuant to TCA Title 62, Chapter 2 to practice in Tennessee.

Equal Degree of Encroachment. The delineation of floodway limits so that floodplain lands on both sides of a stream are capable of conveying a proportionate share of flood flows. This is determined by considering the hydraulic conveyance of the floodplain along both sides of a stream for a significant reach.

Escrow. A fiduciary agreement with the local government in lieu of actual performance and intended to assure performance. An escrow account may be provided as a bond subject to agreement of the Planning Commission.

External Subdivision Boundary. All points along the periphery of a subdivision.

Final Plat. The final map or drawing and accompanying materials, as required and described in these regulations, on which the subdivider's plan of the subdivision is presented to the Planning Commission for approval, and which, if approved by the commission, is recorded with the appropriate County Register of Deeds.

Frontage. That side of a lot abutting a public way ordinarily regarded as the front of the lot. It is not considered as the ordinary side of a corner lot.

Governmental Agency. Any public body other than the governing body.

Governing Body. The chief legislative body of any government.

Governmental Representative. An outside person or designated local official or employee authorized to act on behalf of the governing body in making determinations regarding legal, public works, utilities, planning, community development, or other public business.

Grade. The slope of a public or private way specified in percentage terms.

Highway, Limited Access. A non-local highway, freeway or expressway providing a traffic way for through traffic, in respect to which owners or occupants of abutting property(s) or lands and other persons have no legal right of access to or from the traffic way, except at such points and in such manner as may be determined by the public authority having jurisdiction over such traffic way.

Individual Sewage Disposal System. A septic tank, seepage tile sewage disposal system, or any other sewage treatment device other than a public treatment system approved by the appropriate governmental representative.

Internal Subdivision Boundary. All points within a subdivision that do not constitute external boundaries.

Joint Ownership. Joint ownership among persons shall be construed as the same owner for the purpose of imposing subdivision regulations.

Jurisdictional Area. Planning boundary(s) established in keeping with TCA Section 13-4-201.

Land Surveyor. A land surveyor certified and registered by the State Board of Land Survey Examiners pursuant to TCA Title 62, Chapter 18 to practice in Tennessee.

Legal Counsel. The person, designated by the governing body to provide legal assistance for the administration of these and other regulations.

Lot. A tract, plot or portion of a subdivision or parcel of land intended as a unit for the purpose, whether immediate or future, or transfer of ownership, or for building development.

Lot Improvement. Any building, structure, place, work of art, or other object or improvement of the land on which they are situated constituting a physical betterment of real property, or any part of such betterment.

Resolution 21-106 (B) – Exhibit B

Article
17. Subdivision Regulations – Approval Process

Major Thoroughfare Plan. The plan adopted by the Planning Commission, pursuant to TCA Section 13-4-302 showing, among other things, "the general location, character, and extent of public ways and the removal, relocation, extension, widening, narrowing, vacating, abandonment or change of use of existing public ways..."

Monument. A permanent surveying appurtenance that is utilized to verify location and elevation.

Neighborhood Concept Plan. A generalized concept plan of subdivision offering information in regard to proposed subdivision, public improvements, and natural features of the entire property in question prepared prior to preliminary plat.

Off-Site. Any premises not located within the property to be subdivided, whether or not in the ownership of the applicant for the subdivision approval.

Owner. Any person, group of persons, firm or firms, corporation or corporations, or any other legal entity having legal title to or sufficient proprietary interest in the land sought to be subdivided under these regulations.

Performance Bond. A surety bond, letter of credit, or cash deposit submitted to the City as assurance for performance of construction of the public infrastructure and/or amenities as approved by the Planning Commission. Said performance bond represents a sum of money fixed as a penalty, binding the parties to pay the same conditioned, however, that the payment of the penalty may be avoided by the performance by someone of the parties of said improvements.

Planning Commission. A public planning body established pursuant to TCA Title 13, Chapter 4 to execute a partial or full planning program within authorized area limits.

Pre-Application Conference. A meeting held between applicant and Planning Department staff to discuss requirements of development and plat approval.

Preliminary Plat. The preliminary drawing or drawings, described in these regulations, indicating the manner or layout of the subdivision to be submitted to the Planning Commission for approval.

Premise(s). A tract of land together with any buildings or structures thereon.

Public Improvement. Any drainage ditch, roadway, parkway, sidewalk, pedestrian way, tree, lawn, off-street parking area, lot improvement, or other facility for which the local government may ultimately assume the responsibility for maintenance and operation or which may affect an improvement for which government responsibility is established.

Public Road Standards. Standards as listed within these regulations to provide adequate right-of-way, roadway width, compacted subgrade, compacted road base stone, bituminous prime coat, asphalt binder, bituminous tack coat, asphalt topping, and concrete curb and gutter or extruded curb, all of which are indicated for each roadway classification.

Public Way. Any publicly owned street, alley, sidewalk, or lane right-of-way that provides for movement of pedestrians or vehicles.

Reach. A hydraulic engineering term to describe longitudinal segments of a stream or river. A reach generally includes the segment of the flood hazard area where flood heights are influenced by a man-made area where flooding or natural obstructions occur. In an urban area, the segment of a stream or river between two consecutive bridge crossings typically would constitute a reach. A reach is also defined as the stream or river length located within a particular drainage basin.

Regulatory Flood. The 100 year flood.

Regulatory Flood Protection Elevation. The elevation of the regulatory flood plus one foot of freeboard to provide a safety factor.

Re-Subdivision. A change in a map of an approved or recorded subdivision plat if such change affects any street layout on such map or area reserved thereon for public use, or any lot line; or if it affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivisions.

Resolution 21-106 (B) – Exhibit B

Article
17. Subdivision Regulations – Approval Process

Right-of-Way. A strip of land occupied or intended to be occupied by a public way, pedestrian way, crosswalk, railroad, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer line, or for another special use. The usage of the term "right-of-way," for land platting purposes, means that every right-of-way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right-of-way and is not included within the dimensions or areas of such lots or parcels.

Sale or Lease. Any immediate or future transfer of ownership, or any possessory interest in land, including contract of sale, lease, devise, or transfer, of an interest in a subdivision or part thereof, whether by metes and bounds, deed, contract, plat, map, lease, devise or other written instrument.

Same Owners. Ownership by the same person, corporation, firm entity, partnership, or unincorporated association or ownership by different corporations, firms, partnerships, entities, or unincorporated associations, in which a stockholder, partner, associate, or a member of his/her family owns an interest in each corporation, firm, partnership, entity, or unincorporated association.

Slope. The deviation of the land surface from the horizontal per unit horizontal distance changed, generally expressed in percent, i.e. vertical rise or fall per foot dividing the horizontal distance between contour lines into the vertical interval of the contours as required by the appropriate regulations.

Start of Construction. For purposes of subdivision control any alteration of the original surface area of the land, from and after the date of adoption of these regulations.

Subdivider. See developer.

Subdivision. The division of a tract or parcel of land into two or more lots, sites and other divisions requiring new street or utility construction, or any division of less than five acres.

Subdivision Agent. Any person who represents or acts for or on behalf of a subdivider or developer in selling, leasing, or developing or offering to sell, lease, or develop any interest, lot, parcel, unit, site, or plot in a subdivision, except in an instance where only legal counsel is provided.

Temporary Improvement. Any improvement built and maintained by a subdivider during construction of the subdivision and prior to release of the surety for completion of required improvements.

Utility. Any construction of public roads, public water, public drainage, public sanitary facilities or any other improvement that is or will be dedicated to public use.

Utility Flow and Capacity Analysis for Water and Sewer Services. A study or analysis to evaluate the capacity of existing water and sewer utility infrastructure to serve a proposed development and identify required public utility infrastructure improvements necessary to be constructed in order to adequately and sufficiently serve the proposed development if approved. The cost for preparation of the water and sewer capacity analysis shall be responsibility of the applicant.

Water Surface Elevation. The heights in relation to mean-sea-level expected to be reached by floods of various magnitudes and frequencies at pertinent points in the floodplain. Also means the level of natural flows or collectors or water which may be expected to be found above or below surface.

Zoning Ordinance. A statute, legally adopted pursuant to TCA Title 13, Chapters 4 or 7 for the purpose of regulating by district, land development or use for a designated area.

RESOLUTION 21-93(B)

A RESOLUTION TO RECOMMEND AMENDMENTS TO ARTICLE 2, SECTION 2.3, ARTICLE 13, SECTION 13.2 D, SECTION 13.3 D, SECTION 13.5 E. 3.a AND H. 2.h., TABLE 13-3, SECTION 13.6 D.2.a., E.5.a., AND G.3., AND TABLE 13-4 OF UNIFIED DEVELOPMENT CODE REGARDING REQUIREMENTS FOR PERFORMANCE OF WATER AND SEWER CAPACITY ANALYSIS

WHEREAS, pursuant to TCA 13-4-310, et seq, authority is granted to the Spring Hill Municipal Planning Commission to recommend amendments to the governing body, to the zoning ordinance, including, but not limited to, the review and approval of site plans, planned unit developments, overlay districts, mixed use developments, and other types of sustainable design and development of property; and

WHEREAS, on August 20, 2018 the Board of Mayor and Aldermen adopted Ordinance 18-21 to adopt the Unified Development Code, along with subsequent amendments thereto, that sets forth standards and requirements for public water and wastewater utility infrastructure improvements necessary for the preservation and protection of the public health, safety and general welfare; and

WHEREAS, the City intends to ensure that the development of any land within the City of Spring Hill subject to the standards and requirements set forth in the Unified Development Code and Title 18 of the Code of Ordinances and other applicable standards and requirements of the City will reasonably protect the citizens and taxpayers from having to bear the cost resulting from the haphazard connection to the City's water and wastewater utility systems; and

WHEREAS, the construction of public water and wastewater infrastructure including water and wastewater treatment facilities is an element of community development which impacts other public facilities, roadways and adjacent lands, and the execution of such construction in a proper and orderly manner in the best interest of the public health, safety and general welfare; and

WHEREAS, the Spring Hill Municipal Planning Commission recognizes that the provision of water and wastewater utility services is an essential public service and is in the best interest of the public health, safety and welfare; and

WHEREAS, the Spring Hill Municipal Planning Commission acknowledges the importance of understanding the sufficiency and capacity of the water distribution system, wastewater collection system, water treatment plant, and wastewater treatment plant, to ensure sufficient capacity exists to serve property and orderly development within the City; and

WHEREAS, the Spring Hill Municipal Planning Commission recognize the necessity of performing water and wastewater capacity analysis for an annexation, zoning map amendment, planned development, subdivision preliminary plat, site plan, and/or special use permit application to determine the sufficiency and capacity of the City’s water distribution system, wastewater collection system, water treatment plant, and wastewater treatment plant prior to permitting connection to the City’s water and wastewater utility services; and

WHEREAS, the Spring Hill Municipal Planning Commission conducted a public meeting on October 11, 2021, as required by the Unified Development Code; and

WHEREAS, the Spring Hill Municipal Planning Commission intends to make a recommendation for approval to the Board of Mayor and Alderman regarding the adoption of amendments to Article 13 of the Unified Development Code as attached hereto.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Municipal Planning Commission hereby adopts Resolution 21-93(B) recommending approval of the following amendments to Article 2 and Article 13 of the Unified Development Code:

1. Amend Article 2, Section 2.3 of the Unified Development Code as referenced in the attached Exhibit A.
2. Amend Article 13, Section 13.2 D of the Unified Development Code as referenced in the attached Exhibit B.
3. Amend Article 13, Section 13.3 D of the Unified Development Code as referenced in the attached Exhibit B.
4. Amend Article 13, Section 13.5 E.3.a and H.2.h of the Unified Development Code as referenced in the attached Exhibit B.
5. Amend Article 13, Table 13-3 and Table 13-4 of the Unified Development Code as referenced in the attached Exhibit B.
6. Amend Article 13, Section 13.6 D.2.a., E.5.a. and G.3. of the Unified Development Code as referenced in the attached Exhibit B.
7. Effective date of amendments shall coincide with other related amendments pending consideration and approval by the Planning Commission for Subdivision Regulations and Board of Mayor and Aldermen for the Code of Ordinances.

Passed and adopted this 11th day of October, 2021.

Secretary, Planning Commission

Chair, Planning Commission

Remote Attachment:

[Link: A A2 \(https://play.champds.c ... 93b3219b422aa9d4d7ca41c9cd697.pdf\) \(LINK\)](https://play.champds.c...93b3219b422aa9d4d7ca41c9cd697.pdf)

Remote Attachment:

[Link: B A 13 \(https://play.champds ... b71338fd797a32ed46611165f58ee.pdf\) \(LINK\)](https://play.champds...b71338fd797a32ed46611165f58ee.pdf)

ORDINANCE 21-25

AN ORDINANCE TO AMEND ORDINANCE NO. 18-21, THE SAME BEING THE ZONING ORDINANCE AND OFFICIAL ZONING MAP OF THE CITY OF SPRING HILL, BY REZONING APPROXIMATELY 5.13 ACRES OF PROPERTY, KNOWN AS MAURY COUNTY TAX MAP 29, PARCEL(S) 2.13 FROM C-1, NEIGHBORHOOD COMMERCIAL DISTRICT TO I-1, LIGHT INDUSTRIAL

RZN 1037-2021 (TAX MAP 29, PARCEL 2.13 – ORTEGA PROPERTY CLEBURNE RD)

WHEREAS, the City of Spring Hill Ordinance No. 18-21, the same being the Official Zoning Map of Spring Hill is hereby amended by rezoning the 5.13 acres described herein, and known as, Maury County tax map 29, Parcel 2.13, from C-1, Neighborhood Commercial District, to I-1, Light Industrial District; and

WHEREAS, said portion of property to be rezoned from C-1, Neighborhood Commercial District, to I-1, Light Industrial District, is located within the corporate limits of the City of Spring Hill; and

WHEREAS, the request has been found to meet the Approval Standards of Section 13.2.E.1 of the Unified Development Code; and

WHEREAS, the Spring Hill Municipal Planning Commission forwarded the request to the Board of Mayor and Aldermen on September 13, 2021 with a recommendation for **approval/denial**; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SPRING HILL, TENNESSEE, BOARD OF MAYOR AND ALDERMEN, WHILE IN REGULAR SESSION on August ??, 2021, to amend Ordinance No. 18-21, the same being the Zoning Map of the City of Spring Hill, adopted August 20, 2018, by rezoning 5.13 acres of property, being Maury County Tax Map 29, Parcels 2.13, from C-1, Neighborhood Commercial District, to I-1, Light Industrial District, as depicted on Exhibit A, the public welfare requiring it.

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

SECTION 1: The rezoning of the referenced tax parcels shall be as displayed on Exhibit A.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

Ordinance 21-??
August ??, 2021
Page 1 of 2

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Passed on First Reading:

Passed on Second Reading:

*Ordinance 21-??
August ??, 2021
Page 2 of 2*

ORD 21- RZN 1032-2021 (C-1 to I-1 - Ortega Rezoning Cleburne Rd) (1).docx

**RESOLUTION 21-105
OF THE PLANNING COMMISSION
OF THE CITY OF SPRING HILL, TENNESSEE**

**A RESOLUTION TO RECOMMEND APPLICATION RZN 1037-2021
(ORTEGA PROPERTY ON CLEBURNE) TO THE BOARD OF MAYOR
AND ALDERMAN**

WHEREAS, pursuant to TCA 13-4-103, authority is granted to the Municipal Planning Commission to make recommendations relating to the plan and development of the municipality to public officials; and

WHEREAS, the Planning Commission had a regular meeting on the 13th day of September, 2021 and heard public testimony and input regarding application RZN 1037-2021; and

WHEREAS, the Planning Commission considered the materials submitted by the applicant and the reports written by City Staff;

NOW, THEREFORE BE IT RESOLVED, that the Spring Hill Planning Commission forwards the recommendation for application RZN 1037-2021 to the Board of Mayor and Alderman as follows.

APPROVAL OF RZN 1037-2021

Passed and adopted this 13th day of September, 2021.

John Duda, Chairman

Calvin Abram, Secretary

Spring Hill Planning Commission Regular Meeting



TO: Spring Hill Planning Commission
FROM: Calvin Abram, Planning Director
MEETING: September 13, 2021
SUBJECT: RZN 1037-2021 (Ortega Property Cleburne Road – C-1 to I-1)

RZN 1037-2021: Submitted by SHIP Investors, LP for the rezoning of property on Cleburne Road. The property is located on the western side of Cleburne Road at Parcel ID 060029 00213 and is approximately 500’ north of Spring Hill Middle School. The property is currently zoned C-1 and contains approximately 5.158 acres. The applicant is requesting to rezone the property to I-1. Requested by Suzanne Jackson (Barge Cauthen & Associates).

Request: The applicant is requesting to rezone their entire 5.158-acre property from C-1, Neighborhood Commercial District to I-1, Light Industrial District.

Update: The applicant prepared and mailed public notices to all property owners within a 500’ radius of the proposed rezoning in accordance to the UDC.

Property Description and History: This property is located on the western side of Cleburne Road and contains approximately 5.158 acres. The property is current zoned C-1 and is adjacent to I-1 properties on all 4 sides. The subject site is approximately 480’ north of Spring Hill Middle School. The applicant has not provided a concept plan (not required) and has intentions of constructing a warehouse.

Spring Hill Rising: 2040: The future land use classification for this site is Industrial Area. According to the Comprehensive Plan, *“Building development is variable to promote the specific needs of large-scale activities or businesses and accommodate large footprint distribution facilities. Appropriate landscaping and open space between buildings and adjacent land uses should be provided to help limit negative visual and noise impacts of activity within the surrounding area.”* Primary future land uses include automobile-related services, light and heavy industrial uses, manufacturing, warehousing, storage, animal boarding, recycling, and municipal services.

Surrounding Property/Zoning: All adjacent properties to the site are zoned I-1. The property is approximately 170’ wide and exceeds the minimum lot width for the I-1 zoning district of 100’.

Access, Streets and Sidewalks: Vehicular access to the property is via Cleburne Road. If the rezoning is approved by the Board of Mayor and Alderman; access, streets and sidewalks will be addressed at time of site plan/development review. Cleburne is classified as a Collector Road and will require a minimum Right-of-Way of 75’ (37.5’ from centerline).

Building and Site Design: No concept plan has been submitted but the applicant has indicated that the purpose of this rezoning application is to allow a warehouse as a permitted use. Similar to above, building and site design will be reviewed at site plan submittal.

Utilities:

Water: Water Distribution has no comments at this time. However, Engineering (water modeling) needs to confirm with the water treatment plant about what affects this project may have on the overall capacity within the City’s water system. The applicant responded, *“The applicant understands that a water capacity analysis study will be required to ensure adequate water and fire flow is available to the proposed site prior to development of the property. Based on data from the development across Beechcroft, we have assumed that domestic water capacity is sufficient, and we have further assumed that fire water will be provided by a fire water tank to be*

included within the development of the property.”

Sewer: The applicant entered into discussions with the city’s sewer department and shared this response, *“The applicant understands that a sewer flow analysis study will be required prior to development on the property. The applicant further understands that a public sewer extension will be required to be extended from a neighboring property to supply this property with sewer. The property owner across the street, SHIP Investors, LP, has verbally agreed to cooperate with us in that endeavor.”*

Zoning Map Amendments: Staff has placed public notification signs on the property and published notice as required by the Unified Development Code. The applicant provided staff with copies of the mailed notices and proof of mailings. The mailed notification letters are sent to surrounding land owners within 500’. The UDC requires all notices to be mailed at least 10 days prior to the first scheduled action (August 23, 2021 Planning Commission).

Approval standards for zoning map amendments, as found in the Unified Development Code, Article 13, are below:

E. Approval Standards

The Board of Mayor and Aldermen decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Planning Commission and the Board of Mayor and Aldermen must consider the following standards. The approval of amendments is based on a balancing of these standards.

1. Approval Standards for Map Amendments

- a. The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.*
- b. The compatibility with the existing use and zoning of nearby property.*
- c. The extent to which the proposed amendment creates nonconformities.*
- d. The trend of development, if any, in the general area of the property in question.*
- e. That there are no adverse impacts on public health, safety, and welfare.*
- f. Whether adequate public facilities are available including, but not limited to, schools, parks, police and fire protection, roads, sanitary sewers, storm sewers, and water lines, or are reasonably capable of being provided prior to or concurrent with the development of the site, which would be permitted on the subject property if the amendment were adopted.*

Staff’s response to the approval standards are as follows:

- a. The proposed amendment is consistent with the comprehensive plan classification of Industrial Area which permits light industrial uses such as warehousing and storage. Taking the context of the neighborhood and adjacent uses into account, staff believes that the proposed rezoning is consistent with the overall goals of the comprehensive plan.
- b. The existing commercial zoning has been in place since at least 2007. A zoning map prepared by the TN Department of Economic and Community Development shows the site zoned AG during the 1980’s. The commercial zoning classification is not consistent and is not in harmony with the surrounding industrial uses. All adjacent properties are currently zoned I-1. The subject site is approximately 480’ north of Spring Hill Middle school, but the site is separated from the school by industrial zoning and an industrial use.
- c. Staff is not aware of any non-conformities that would be created by the proposed rezoning.
- d. The site is completely surrounded by I-1 zoning and the current classification of C-1 permits uses that do not follow the development trends of the area. A rezoning would allow the property to conform and follow the industrial development trends of the area.

- e. The Planning Department has solicited input from other departments regarding adverse impacts on public health, safety, and welfare. Staff is not aware of adverse impacts that would be generated by this rezoning. General department responses are listed below.
- f. Water is readily available to the site. A Water Distribution Pressure Summary is attached for review and shows that water can be provided to the site for uses that may be anticipated with I-1 zoning. However, this is an estimate and final calculations are not possible until a specific use and plan are submitted. Sewer is not readily available to the site, but will require an extension across adjacent property.

Impacts of this Rezoning on the City of Spring Hill: Staff shared the proposed rezoning request and other permitted uses in the I-1 district with other city departments and requested a description or quantitative information on how the proposed rezoning would impact service delivery, the budget and/or staffing. The following responses were received.

- **Codes** – Permitted uses should not significantly impact the Building & Codes Department.
- **Park and Recreation** – Cleburne Road Multi-Use Trail is to be constructed when the property is developed.
- **Fire** – Permitted uses should not significantly impact the Fire Department.
- **Police** – The proposed rezoning or any of the permitted uses would have no significant impact on the Police Department.
- **Sewer** – Sewer service is currently “not available” as defined in the City Code. Future development of the subject property may require the extension of public sewer service to serve the site depending upon the intended use of the property. While a septic tank may be an alternative in the case of the least intensive use such as a storage facility, the potential array of more intensive permitted uses as allowed in the I-1 zoning classification will likely result in a requirement to extend public sewer service to the subject property. Any extension of public sanitary service from its current location to the subject property will be at the expense of the property owner and not the City.
- **Water** –A water capacity analysis study must be performed to ensure adequate water and fire flow is available to the proposed site.
 - Dempsey, Dilling & Associates will provide a Water Distribution Pressure Summary and it will show if acceptable water service is available to the site. The summary has not been received at the time of this report.

Findings: Staff has provided our response to the required findings listed above from Section 13.2.E of the UDC. The Planning Commission and Board of Mayor and Alderman will need to make a determination as to whether the request is consistent with the six criteria listed above. A policy decision may be needed to determine whether water/sewer capacity and flow should be determined prior to rezoning or prior to site plan review.

Public Comments: Staff has received no public comment via the PCPublicComment@springhilltn.org email address.

Remote Attachment:

[Link: Submittal Packet \(https://pl ... 8c43daab7a76e72cc0e25ba2159b0.pdf\)](https://pl ... 8c43daab7a76e72cc0e25ba2159b0.pdf) (LINK)

Ordinance No. 21-29

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE REGARDING SINGLE FAMILY HOMES TO BE CONSTRUCTED BY RIGHT WITHIN THE AG ZONING DISTRICT

WHEREAS, on August 20, 2018, the Board of Mayor and Alderman adopted Ordinance 18-21 to adopt the Unified Development Code, along with subsequent amendments thereto, that set forth standards and general use regulations such that no structure or land may be used or occupied unless allowed as a permitted or special use within the zoning district; and

WHEREAS, the City intends to ensure that the development of any land within the City of Spring Hill is subject to the standards and requirements set forth in the Unified Development Code and Title 18 of the Code of Ordinances and other applicable standards and requirements of the City in order to reasonably protect the citizens and taxpayers of the City and to otherwise improve the quality of life through proper planning and design, same being in the best interest of the public health, safety, and general welfare of the citizens of the municipality; and

WHEREAS, the Board of Mayor and Alderman recognizes that the preservation of agricultural areas and communities within the City is in the best interest of the public health, safety, and welfare; and

WHEREAS, the Board of Mayor and Alderman acknowledges the importance of open space and green fields and preservation of the historically rural agricultural character of Spring Hill where practical, while at the same time aiding and ensuring sufficient infrastructure capacity to serve and develop property within the City; and

WHEREAS, the Board of Mayor and Alderman recognizes the necessity of permitting single-family housing within the Agricultural Zoning District by right for an annexation, zoning map amendment, planned development, subdivision preliminary plat, site plan, and/or special use permit application; and

WHEREAS, the Spring Hill Municipal Planning Commission conducted a public meeting on August 9, 2021 and unanimously voted to recommend changes to Articles 8 and 10 of the Uniform Development Code.

NOW, THEREFORE, BE IT HEREBY ORDAINED, by the Board of Mayor and Alderman of the City of Spring Hill, Tennessee, as follows:

1. Amend Article 8, Section 8.2.A (Table 8-1 Use Matrix) of the Unified Development Code as referenced in the attached Exhibit
2. Amend Article 10, Section 10.9.A.4 of the Unified Development Code as referenced in the attached Exhibit.

This ordinance shall take effect from and after its adoption by majority vote of the Board and Mayor and Alderman at two (2) consecutive regularly scheduled meetings, the public welfare requiring it.

PASSED AND ADOPTED BY THE BOARD OF MAYOR AND ALDERMAN OF THE CITY OF SPRING HILL, TENNESSEE, this the _____ day of _____, 2021.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

Passed on First Reading: _____

Passed on Second Reading: _____

Exhibit A

Proposed Code Change: Table 8-1 Use Matrix:

PRINCIPAL USE	Table 8-1: Use Matrix																				USE STANDARD			
	P = Permitted Use										S = Special Use													
	RA	RR	R-1	R-2	R-3	R-4	R-5	R-6	R-7	R-MH	C-1	C-2	C-3	C-4	C-5	C-D	C-G	I-1	I-2	RD	IC	AG	PR	NA
Dwelling - Accessory Dwelling Unit: 900sf or Less in GFA	P	P	P	P	P																			Sec. 8.3.I
Dwelling - Accessory Dwelling Unit: 901sf or More in GFA	S	S	S	S	S																			Sec. 8.3.I
Dwelling - Manufactured Home	P									P														Sec. 8.3.J
Dwelling - Multi-Family									P	P						S	S							Sec. 8.3.K
Dwelling - Townhouse ^							P	P	P							S								Sec. 8.3.K
Dwelling - Single-Family	P	P	P	P	P	P	P	P								S								Sec. 8.3.L
Dwelling - Three-Family ^							P	P	P							S								Sec. 8.3.M
Dwelling - Two-Family							P	P								S								Sec. 8.3.M

Table 8-1 Use Matrix would be amended placing a "P" (permitted) in the applicable location for Dwelling – Single Family, which would be permitted on the subject property if the amendment were adopted.

PRINCIPAL USE	Table 8-1: Use Matrix																				USE STANDARD			
	P = Permitted Use										S = Special Use													
	RA	RR	R-1	R-2	R-3	R-4	R-5	R-6	R-7	R-MH	C-1	C-2	C-3	C-4	C-5	C-D	C-G	I-1	I-2	RD	IC	AG	PR	NA
Dwelling - Accessory Dwelling Unit: 900sf or Less in GFA	P	P	P	P	P																			Sec. 8.3.I
Dwelling - Accessory Dwelling Unit: 901sf or More in GFA	S	S	S	S	S																			Sec. 8.3.I
Dwelling - Manufactured Home	P									P														Sec. 8.3.J
Dwelling - Multi-Family								P	P							S	S							Sec. 8.3.K
Dwelling - Townhouse ^							P	P	P							S								Sec. 8.3.K
Dwelling - Single-Family	P	P	P	P	P	P	P	P								S						P		Sec. 8.3.L
Dwelling - Three-Family ^							P	P	P							S								Sec. 8.3.M
Dwelling - Two-Family							P	P								S								Sec. 8.3.M

Article 10.9.A4 (Current):

4. All driveways must be surfaced with a durable all-weather material, such as asphalt, concrete, or other product. Pervious paving is allowed. However, in the R-A and R-R District, a gravel driveway is permitted with a paved driveway apron a minimum of 15 feet in depth, as measured from the right-of- way line.

Article 10.9.A4 (Proposed):

4. All driveways must be surfaced with a durable all-weather material, such as asphalt, concrete, or other product. Pervious paving is allowed. However, in the **AG**, R-A and R-R District, a gravel driveway is permitted with a paved driveway apron a minimum of 15 feet in depth, as measured from the right-of- way line



DATE: October 27, 2021

Memo To: Board of Mayor and Alderman

From: Trent Linville, Alderman

RE: An Ordinance Amending the Unified Development Code regarding single family homes to be constructed by right within the AG Zoning district.

As the City of Spring Hill’s population increases, the density in proximity to arterial and many collector roads increase as well. However, there exist many residents who prioritize maintaining the rural/agricultural character of their community; but they have identified an unintended barrier which limits their opportunity. The Unified Development Code does not allow a single-family home to be constructed within the AG Zoning District and this prohibited use was not the intent of our past Planning Commission and Board of Mayor and Alderman. A zoning text amendment is being presented as a means to allow one single-family home to be constructed within the AG on Lots of 5-acres or more. The Planning Commission voted to recommend approval of this amendment to the Board of Mayor and Alderman by a unanimous vote on August 9, 2021.

Article 7.2C AG Agricultural Dimensional Standards, Table 7-2 as written suffice for the bulk standards:

C. Dimensional Standards
 Table 7-2: AG District Dimensional Standards establishes the dimensional standards for the AG District.

Table 7-2: AG District Dimensional Standards	
Bulk	
Minimum Lot Area	5 acres
Minimum Lot Width	200'
Maximum Building Height	40'
Setbacks	
Minimum Front Setback	35'
Minimum Interior Side Setback	30'
Minimum Corner Side Setback	35'
Minimum Rear Setback	60'

The Planning Commission voted to recommend the following additions:

Proposed Code Change: Table 8-1 Use Matrix:

PRINCIPAL USE	Table 8-1 Use Matrix																			USE STANDARD								
	P = Permitted Use							S = Special Use							T = Temporary Use													
	RA	RR	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	C1	C2	C3	C4	C5	C6	C7	H1	H2	RD	IK	AG	PR	MA		
Dwelling - Accessory Dwelling Unit: 900sf or Less in GFA	P	P	P	P	P																							Sec. 8.3.I
Dwelling - Accessory Dwelling Unit: 901sf or More in GFA	S	S	S	S	S																							Sec. 8.3.I
Dwelling - Manufactured Home	P																											Sec. 8.3.J
Dwelling - Multi-Family										P	P							S	S									Sec. 8.3.K
Dwelling - Townhouse ^A										P	P	P																Sec. 8.3.K
Dwelling - Single-Family	P	P	P	P	P	P	P	P	P									S										Sec. 8.3.L
Dwelling - Three-Family ^A										P	P	P						S										Sec. 8.3.M
Dwelling - Two-Family										P	P							S										Sec. 8.3.M

Table 8-1 Use Matrix would be amended placing a “P” (permitted) in the applicable location for Dwelling – Single Family, which would be permitted on the subject property if the amendment were adopted.

PRINCIPAL USE	Table 8-1 Use Matrix																			USE STANDARD								
	P = Permitted Use							S = Special Use							T = Temporary Use													
	RA	RR	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	C1	C2	C3	C4	C5	C6	C7	H1	H2	RD	IK	AG	PR	MA		
Dwelling - Accessory Dwelling Unit: 900sf or Less in GFA	P	P	P	P	P																							Sec. 8.3.I
Dwelling - Accessory Dwelling Unit: 901sf or More in GFA	S	S	S	S	S																							Sec. 8.3.I
Dwelling - Manufactured Home	P																											Sec. 8.3.J
Dwelling - Multi-Family										P	P							S	S									Sec. 8.3.K
Dwelling - Townhouse ^A										P	P	P																Sec. 8.3.K
Dwelling - Single-Family	P	P	P	P	P	P	P	P	P									S										Sec. 8.3.L
Dwelling - Three-Family ^A										P	P	P						S										Sec. 8.3.M
Dwelling - Two-Family										P	P							S										Sec. 8.3.M

Article 10.9.A4 (Current):

4. All driveways must be surfaced with a durable all-weather material, such as asphalt, concrete, or other product. Pervious paving is allowed. However, in the R-A and R-R District, a gravel driveway is permitted with a paved driveway apron a minimum of 15 feet in depth, as measured from the right-of- way line.

Article 10.9.A4 (Proposed):

4. All driveways must be surfaced with a durable all-weather material, such as asphalt, concrete, or other product. Pervious paving is allowed. However, in the **AG**, R-A and R-R District, a gravel driveway is permitted with a paved driveway apron a minimum of 15 feet in depth, as measured from the right-of- way line.

RESOLUTION 21-191

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A TRAFFIC SIGNAL MAINTENANCE AGREEMENT WITH TDOT FOR KEDRON ROAD AND SATURN PARKWAY INTERSECTIONS

WHEREAS, the City of Spring Hill performed a traffic signal warrant study that reflected a need for the installation of traffic signals at the intersections of Kedron Road and Port Royal Road; and

WHEREAS, the City presented the warrant study to Tennessee Department of Transportation (“TDOT”) who agreed with the results and to the installation of traffic signals; and

WHEREAS, TDOT has agreed to fund the signal installation in entirety and has begun the initial process of surveying and design; and

WHEREAS, the signal installation should be under construction in November 2022 if the current schedule is maintained, barring any unforeseen circumstances; and

WHEREAS, the signals will become City signals upon completion and will be responsible for the maintenance and timing of each; and

WHEREAS, TDOT has requested the City execute a traffic signal maintenance agreement for the future maintenance responsibilities.

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

1. Approve the traffic signal maintenance agreement with TDOT for signals to be installed at the Kedron Road and Saturn Parkway intersections, attached hereto.
2. Authorize the Mayor to execute the agreement attached hereto.

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

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: **Approval of Resolution 21-191**
SUBMITTED BY: Missy Stahl, CIP Manager
DATE: November 1, 2021
RE: To authorize the Mayor to sign a traffic signal maintenance agreement with TDOT
ATTACHMENTS: Agreement; site map

PURPOSE:

The purpose of this resolution is to authorize the Mayor to sign a traffic signal maintenance agreement with TDOT for future installation of signals at the intersections of Kedron Road and Saturn Parkway.

BACKGROUND:

The City performed a traffic signal warrant study for the two intersections of Kedron Road and Saturn Parkway. The study reflected the need for two signals to be installed and when presented to TDOT, they were in agreement. TDOT has committed to fund the project and survey and design plans are in process. The City will be responsible for maintenance of the signals once completed, as is the typical process and as is with the signals at Port Royal Road and Saturn Parkway.

TDOT has requested the City sign a traffic signal maintenance agreement for the future signals. If the project stays on schedule, construction should start November 2022.

FINANCIAL IMPACT:

There is no financial impact.

STAFF RECOMMENDATION:

Patrick Carter has reviewed the agreement and has no recommended changes.

Staff recommends approval of Resolution 21-191 to authorize the Mayor to sign a traffic signal maintenance agreement with TDOT for traffic signals at Kedron Road and Saturn Parkway.

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

[3 - PIN 131367.00_ Contract with letter.pdf \(LINK\)](#)

RESOLUTION 21-192

**A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE THE ATTORNEY
GENERAL SETTLEMENT IN THE OPIOID LITIGATION**

WHEREAS, the Tennessee Attorney General and Attorney Generals across the United States filed multiple law suits alleging the three largest opioid pharmaceutical distributors, McKesson, Cardinal Health and Amerisource Bergen (“Distributors”) and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company, Johnson & Johnson (collectively “Janssen”) caused the opioid crisis through deceptive marketing practices, misrepresenting that opioids had a low risk of addiction and touting benefits without disclosing the medication’s risk; and

WHEREAS, after years of litigation, the law firm representing a great majority of Tennessee counties and municipalities, Branstetter, Stranch & Jennings, PLLC, including Spring Hill, recommends approval of a settlement that would require the Distributors to pay up to 21 billion dollars over 18 years and Janssen to pay up to 5 billion dollars over no more than 9 years, for a total of 26 billion dollars (“Settlement Amount”); and

WHEREAS, of the settlement amount, approximately 22.7 billion dollars are earmarked for use by participating state and subdivisions to remediate and abate the impacts of the opioid crisis; and

WHEREAS, the settlement also contains injunctive relief provisions governing opioid marketing, sale and distribution practices at the heart of the states’ and subdivisions’ law suits and further requires the Distributors to implement additional safeguards to prevent diversion of prescription opioids; and

WHEREAS, the State of Tennessee is still working to finalize its allocation model for the political subdivisions of the state; and

WHEREAS, at this time, it is impossible to know how much of the settlement funds may, in the future, be allocated to the City of Spring Hill; and

WHEREAS, the settlement is in the City of Spring Hill’s best interest because, while any amount of money is likely insufficient to abate the opioid epidemic fully, the settlement funds will allow the State of Tennessee and City of Spring Hill to commence with meaningful change designed to curb opioid addiction, overdose and death; and

WHEREAS, time is of the essence because the opioid epidemic continues to not only devastate the families of Spring Hill, but communities all across the country and it is critical that the funds begin to flow to allow government to begin to address the epidemic in our community as soon as possible; and

WHEREAS, the City of Spring Hill desires to approve the Settlement Agreement reached in the nationwide opioid litigation, finding it in the best interest of Spring Hill to do so.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill authorizes the Mayor to approve the Tennessee Attorney General's Settlement in the nationwide opioid litigation.

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

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

MEMO

TO: BOMA Group
FROM: Patrick M. Carter, City Attorney
DATE: October 26, 2021
RE: Opioid litigation settlement

SETTLEMENT OVERVIEW

After years of negotiations, proposed nationwide settlement agreement has been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company, Johnson & Johnson (collectively “Janssen”).

The proposed settlement requires the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the settlement requires the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the “Settlement Amount”). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The settlement also contains injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states’ and subdivisions’ lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

The proposed settlement has two key participation steps. First, each state decides whether to participate in the settlement. Tennessee has joined the settlement. Second, the subdivisions within each participating state must then decide whether to participate in the settlement. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate, cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds.

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN EACH STATE?

The settlement funds are first divided among the participating states according to a formula developed by the Attorneys General that considers population and the severity of harm caused by the opioid epidemic in each participating state. Each state’s share of the abatement funds is then further allocated within each state according to agreement between the state and its subdivisions,

BOMA Group
October 26, 2021
Page 2

applicable state allocation legislation, or, in the absence of these, the default provisions in the agreements.

Many states have or are in the process of reaching an agreement on how to allocate abatement funds within the states. Allocation agreements/legislation and other information about Tennessee's allocation agreement or legislation can be found on the national settlement website. The allocation section of the website will be supplemented as more intra-state allocation arrangements are finalized. Tennessee's state-specific website will be updated as well.

In reviewing allocation information, please note that while all subdivisions may participate in the settlement, not all subdivisions are eligible to receive direct payments. To promote the efficiency in the use of abatement funds and avoid administratively burdensome disbursements that would be too small to add a meaningful abatement response, certain smaller subdivisions do not automatically receive a direct allocation. However, participation by such subdivisions will help maximize the amount of abatement funds being paid in the settlement, including those going to counties, cities, parishes, and other larger subdivisions in their communities.

WHY SPRING HILL SHOULD PARTICIPATE

A vast majority of states have joined the settlement and attorneys for many subdivisions have already announced support for them. For example, the Plaintiffs' Executive Committee, charged with leading the litigation on behalf of more than 3,000 cities, counties and others against the opioid industry, and consolidated in the national multi-district litigation ("MDL") pending before Judge Dan Aaron Polster in the Northern District of Ohio, recommends participation in these settlement.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amount to be paid under the settlement, while insufficient to abate the epidemic fully, will allow state and local governments to commence with meaningful change designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities *as soon as possible*;

Third, if there is not sufficient subdivision participation in these proposed settlement, the settlement will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial, which will take many years;

Fourth, the extent of participation also will determine how much money each state and its local subdivisions will receive because approximately half of the abatement funds are in the form of "incentive payments", *i.e.*, the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into that state;

BOMA Group
October 26, 2021
Page 3

Fifth, funds from this settlement will be used to commence abatement of the crisis and provide relief while litigation and settlement discussions proceed against numerous other defendants in the opioid industry; and

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

NEXT STEPS

Recommend approval of proposed Resolution authorizing the Mayor to vote in favor of accepting the settlement.

Best,
Patrick

RESOLUTION 21-193

A RESOLUTION TO APPOINT A MEMBER TO THE LIBRARY BOARD OF TRUSTEES OF THE CITY OF SPRING HILL

WHEREAS, it is the responsibility of the Spring Hill Board of Mayor and Aldermen to appoint members to the Spring Hill Library Board of Trustees in accordance with TCA 10-3-103 (a) (1); and

WHEREAS, there will be a vacant position on the Spring Hill Library Board of Trustees after November 9, 2021; and

WHEREAS, the positions were advertised and applications were received; and

WHEREAS, the Spring Hill Board of Mayor and Aldermen wishes to make the following appointment to the Spring Hill Library Board of Trustees:

Name & Address

Expiration of Term

August 31, 2022

NOW, THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the above-named applicant is appointed for stated term.

Passed and adopted by the Spring Hill Board of Mayor and Aldermen, this 1st day of November, 2021.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Fawna Hentish

Email: fawna.hentish@outlook.com
Phone: +1 615-752-1713
Location: Spring Hill, Tennessee

Experience

Home school Tutor

Self employed

Aug 2018 - Sep 2021

Daily responsibilities included preparing a lesson plan to accommodate the individual child's learning level while meeting the State's educational standard.

Medical Office Manager

Health Dynamics

Mar 2009 - Aug 2018

Hiring and Training staff, oversaw staff of 18, reviewed patient health benefits and informed patients of their coverage, handled payroll, accounts receivable and payable. Customer service.

Agent

Globe Life Liberty National Agency Division

Sep 2021 - Present

Education

Salt Lake Community College

Cimarron Memorial High School

1996 - 1998

Marquis Anderson

Email: studiobluva@gmail.com
Phone: +1 757-647-9972
Location: Columbia, Tennessee

Experience

Operations specialist

U.S. Navy
Aug 2008 - Nov 2011

Shift Manager

McDonald's
Jul 2020 - 2020

Administrative Office Assistant

Dr. Sandra J Smith, Family Dentistry
Dec 1999 - Dec 2019

- Organized and managed incoming and outgoing correspondence to ensure timely replies and updates.
- Created presentations according to the company's brand guidelines to support the leadership team.

Problem Solver

Amazon.com
Apr 2014 - 2015

Director

ShuddrHaus Arts Collective
Jun 2012 - Present
Music, Photography, & Fashion Haus

Certified Home Health Aide

Senior Solutions
Feb 2021 - Present

Assistant Director of activities

Magnolia Healthcare and Rehabilitation
Jan 2021 - Apr 2021

Nurse's Assistant

NHC Healthcare Dickson



City of Spring Hill Library Board of Trustees Application

Please return completed form to:
Spring Hill City Hall
Attention: Victor Lay, City Administrator
P.O. Box 789, 199 Town Center Parkway
Spring Hill, TN 37174



Today's Date: 10/12/2021

Last Name: Pafford First Name Tanya

Daytime Phone: 615-400-2226 Evening Phone: 615-400-2226 Cell Phone: 615-400-2226

Address: 2133 Deer Valley Dr City: Spring Hill State: TN Zip: 37174

How long have you lived in this area: 9 years Employer: Maury Co Public Schools- Spring Hill Elementary

Occupation: Art Teacher Years in Occupation: 10 years Title: Art Teacher

The Spring Hill Library Board of Trustees meet on the 3rd Tuesday of odd numbered months at 6:00 p.m.
Are you available to meet at this time? Yes: No:

The term for this appointment is for a three year term, or the remaining term of a vacated position. Are you able to commit to serving the full term? Yes: No:

Are you able to consistently contribute additional time to committee meetings and Library-related or Board-hosted events? Yes: No:

Are you a Library cardholder? Yes: No:

Please list any past or present affiliations with other Boards, community groups, civic involvement, professional organizations, advocacy or volunteer groups you have been affiliations?

Organization	Dates of Involvement
Girl Scouts of Middle TN	Sept. 2018 - Currently
MCEA	July 2012 - Currently
Frist Center for the Visual Arts	2008-2011
Sprin Hill Arts Center	2017 - Currently
Alpha Omega service sorority	2009 - 2011

A diverse Board with a variety of interests and skills provides a broad base of knowledge for decision-making. What training, experience, or special skills would you bring to the Library Board to assist in planning, policy, legal, legislative, or financial decisions?

I have been in board positions in my college sorority and have some basic understanding of how a meetings would be structured. Within my position as an art teacher, I am required to create and plan a budget for purchasing materials and supplies. I understand the workings and executions of a budget.

Why do you wish to serve on the Library Board?

I love the library and want to see it succeed to its full potential. Additionally, I enjoy being an active member of my community and would like to expand on my role within it.

If appointed to the Library Board, what would you like to see accomplished during your term?

I would like to aid the library in executing as many public programs as they can. I would also like to see us actively moving toward or accomplish moving into, or building, a larger facility and campus.

What do you think the Library's most important roles are for the community?

I believe their biggest role is being a place of connection for people within the community.

What are some problems and challenges facing libraries?

For Spring Hill specifically, it would be the size of the library. Our city has seen major growth and the library needs to be able to grow with the city.

References: Please list individuals qualified to comment on your capabilities:

Name	Address	Phone No.
Renata Powell	rytaylor@mauryk12.org	931-486-2291
Charee Riley	criley@mauryk12.org	931-486-2291

I certify that I understand the responsibilities of the Spring Hill Library Board of Trustees, and wish to be considered for the position of Trustee.

Tanya Pafford
Signature

10/12/2021
Date

RESOLUTION 21-194

**A RESOLUTION TO APPROVE APPRAISAL SERVICES FOR THREE PROPERTIES
LOCATED AT MAIN STREET AND BEECHCROFT ROAD**

WHEREAS, the future alignment by Tennessee Department of Transportation (“TDOT”) of Beechcroft Road at Main Street will transect properties that are currently for sale; and

WHEREAS, the City of Spring Hill has traditionally funded the acquisition of right-of-way and easements for TDOT projects completed within City limits; and

WHEREAS, the owners of the properties for sale have proposed the City of Spring Hill purchase easements for the future road prior to the sale of the properties and potential improvements; and

WHEREAS, the City’s Transportation Advisory Committee recommended on October 18, 2021 full appraisals be completed on the three properties, reflecting the easements and the value of compensation due; and

WHEREAS, the cost of an appraisal is estimated at \$4,000 per property for a total cost of \$12,000 and will be expensed from the Traffic Impact fund (124-43110-913).

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen approve appraisal services for three properties located at Main Street and Beechcroft Road for the purpose of obtaining easements for future road improvements, as recommended by the Transportation Advisory Committee on October 18, 2021.

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

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 21-194*
SUBMITTED BY: Missy Stahl, CIP Manager
DATE: November 1, 2021
RE: To approve appraisal services for three properties located at
Main Street and Beechcroft Road
ATTACHMENTS: Site map

PURPOSE:

The purpose of this resolution is to approve the City proceed with appraisal services for three properties that are currently for sale to obtain easements for future Beechcroft Road realignment.

BACKGROUND:

City staff met with the owner of the properties currently for sale located on the corner of Main Street and Beechcroft Road, Don Crichton, and his real estate agent, Steve Kroeger, on Monday, August 2nd. TDOT has plans to realign Beechcroft Road with the new alignment transecting Mr. Crichton's property. The meeting centered around the potential for the City to obtain right-of-way for the realignment now before the property is sold and developed to prevent the possibility of tenant-owned improvements being installed and subsequently having to be paid for removal and/or damages.

The property to the west of Mr. Crichton's tract that is currently owned by David Miller would be affected by this alignment too so ROW would also be acquired from him. This tract is currently zoned commercial. Since TDOT has requested that Old Military Road be closed and converted to a cul-de-sac, we discussed adding an entrance to Main Street crossing Mr. Crichton's tract for access. This would also be negotiated prior to the sale of the property.

See map attached as taken from the TDOT Final Technical Report for US 31/Main Street widening, dated July 13, 2021. The tracts noted at #1 and #2 are owned by Don Crichton; tract #3 is owned by David Miller. While the aerial is dated (it shows buildings that are no longer in place), the alignment is the final one as determined by TDOT.

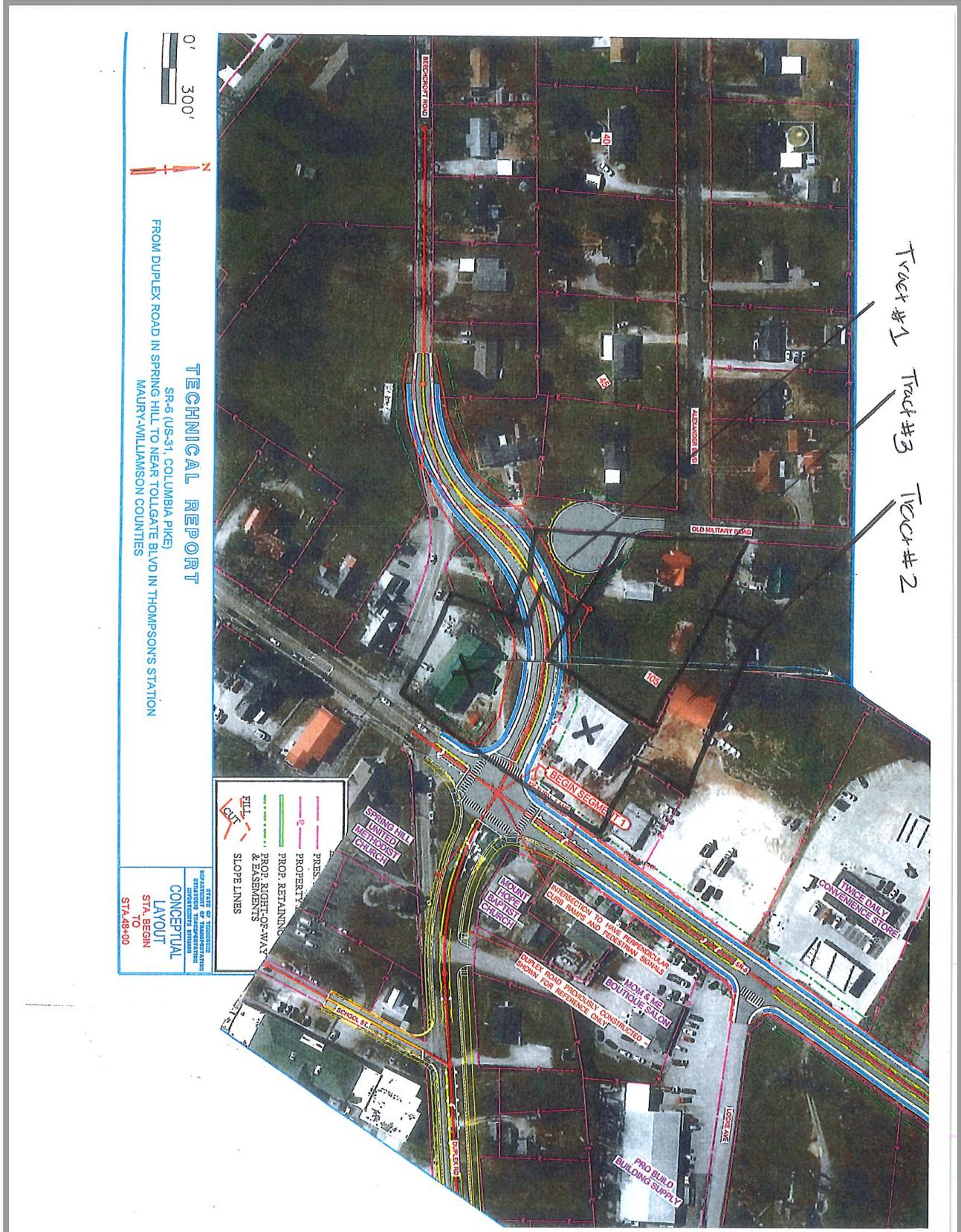


FINANCIAL IMPACT:

There cost of the appraisals is estimated to be \$4,000 per tract for a total cost of \$12,000 and will be expensed from the Impact Fees fund (124-43110-913) with a FY 21/22 budget of \$125,000.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 21-194 to approve appraisal services for three properties located at Main Street and Beechcroft Road, as recommended by the TAC committee on October 18, 2021.



ORDINANCE NO. 21-26

AN ORDINANCE OF THE CITY OF SPRING HILL, TENNESSEE, AMENDING THE FISCAL YEAR 2021-22 BUDGET ORDINANCE NO. 21-09, PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, SANITATION, WATER AND SEWER AND STORMWATER FUNDS

WHEREAS, the Board of Mayor and Aldermen has been made aware that the previously approved budget for the fiscal year July 1, 2021, through June 30, 2022, is inadequate for the City's needs and should be increased; and

WHEREAS, the Board of Mayor and Aldermen desire to amend Ordinance 21-09, the same being the Appropriation Ordinance for the City of Spring Hill, Tennessee, for the Fiscal Year July 1, 2020, through June 30, 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SPRING HILL, TENNESSEE, BOARD OF MAYOR AND ALDERMEN, that Ordinance 21-09, the same being the Appropriation Ordinance for the City of Spring Hill, Tennessee, for the Fiscal Year July 1, 2021, through June 30, 2022, be decreased from \$116,124,323 to \$110,471,037, a decrease of \$5,653,286 in expenses and be decreased from \$78,846,401 to \$77,118,506, a decrease of \$1,727,895 in revenue.

BE IT FURTHER ORDAINED that the budget appropriations be revised as follows:

General Fund revenues of \$33,699,374 be amended to \$33,756,461, an increase of \$57,087.

Administration of \$430,735 be amended to \$576,655, an increase of \$145,920.

Human Resources of \$134,235 be amended to \$142,235, an increase of \$8,000.

Planning and Zoning of \$550,309 be amended to \$572,309, an increase of \$22,000.

Building and Codes of \$889,399 be amended to \$900,599, an increase of \$11,200.

City Hall of \$380,962 be amended to \$384,462, an increase of \$3,500.

Police of \$8,481,412 be amended to \$8,573,412, an increase of \$92,000.

Streets and Highways of \$5,674,710 be amended to \$5,898,710, an increase of \$224,000.

Parks & Recreation of \$1,553,410 be amended to \$1,562,660, an increase of \$9,250.

Library of \$986,913 be amended to \$1,019,000, an increase of \$32,087.

State Street Aid of \$1,699,477 be amended to \$1,739,477, an increase of \$40,000.

Sanitation of \$2,406,000 be amended to \$2,492,400, an increase of \$86,400.

Water and Sewer Fund revenue total of \$19,852,591 be amended to \$18,067,609, a decrease of \$1,784,982.

Water Distribution total of \$8,384,584 be amended to \$8,226,184, a decrease of \$158,400.

Wastewater Treatment Plant total of \$14,351,018 be amended to \$7,833,160, a decrease of \$6,517,858.

Utility Administration total of \$173,509 be amended to \$313,124, an increase of \$139,615.

Engineering total of \$345,148 be amended to \$451,148, an increase of \$106,000.

Stormwater total of \$1,139,318 be amended to \$1,242,318, an increase of \$103,000.

All other appropriations remain the same.

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

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

JIM HAGAMAN, MAYOR

ATTEST:

APRIL GOAD, CITY RECORDER

LEGAL FORM APPROVED:

PATRICK M. CARTER, CITY ATTORNEY

Passed on 1st Reading:
Passed on 2nd Reading:



**City of Spring Hill
Budget & Finance Advisory Committee
and
Board of Mayor and Aldermen
FY 2021-22 Budget Amendment #1**

Date: November 1, 2021

From: Pam Caskie, City Administrator

Missy Stahl, CIP Manager

Re: FY 2021-22 Budget Amendment #1 –First Consideration

1st CONSIDERATION OF ORDINANCE 21-26 – AN ORDINANCE OF THE CITY OF SPRING HILL, TENNESSEE, AMENDING THE FISCAL YEAR 2021-22 BUDGET ORDINANCE NO. 21-09, PROVIDING FOR REVISIONS TO THE GENERAL, STATE STREET AID, SANITATION, WATER/SEWER AND STORMWATER FUNDS

BACKGROUND INFORMATION: The proposed ordinance is the first amendment to the fiscal year 2021– 22 budget.

This budget amendment provides funding allocation as follows:

- Increase expenses in the Administration department (110-41320) by \$145,920 to account for prorated salary and benefit payments for the promotion of one existing employee (effective November 1, 2021) and for one new position of Executive Assistant (effective November 1, 2021). There are also prorated salary and benefit payments for one-half of the new Assistant City Administrator of Utilities (effective October 1, 2021), which is cost split with Water/Sewer funds (410-52317).
- A new Human Resources director was hired for which new office furniture was needed for an increase in expenses of \$8,000 (110-41650).
- The Planning department is currently borrowing a City vehicle from the Codes department and requests to purchase one for the Planning department itself (110-41710). Total increase to expenses would be \$22,000.
- The Codes and Planning departments moved from Suite 520 in the Northfield building to Suite 600. Build-out of office spaces was required for an increase of expenses in the amount of \$11,200 (110-41720).
- Additional security is recommended be installed on the entry doors to the Human Resources department at City Hall (110-41800) for an increase of expenses by \$3,500.
- The Police department (110-42100) received a grant for TN Highway Safety in the amount of \$25,000. The revenue will be added as well as the offsetting expense. They also request to install additional lighting in the parking lot at Headquarters and to purchase two new vehicles for recently promoted detectives. Total net increase requested is \$67,000.

- A net increase to expenses by \$224,000 is requested for the Streets and Highways department (110-43100). This includes the sidewalk connection on Port Royal Road at Buckner Lane (a request by BOMA) in the amount of \$80,000 estimated, increase in monthly charges for Ipads used to track junk pickup, \$7,000 for unbudgeted repairs to the boom truck and mowing tractor, and \$100,000 for repairs to the one-lane bridge leading to the Public Works facility (may receive some funding from a FEMA claim). Two items that will be paid for from the CARES Act funding are \$25,000 for a laser printer for the Sign department and \$7,000 for a graphic plotter for the Sign department.
- The Parks and Recreation department (110-44700) has requested an increase for the expense of purchasing mulch to finish the Harvey Park playground repairs in the amount of \$9,250.
- The Library department (110-44800) received a State library ARPA grant in the amount of \$32,087 so the revenue and offsetting expense will be added for a net zero impact.
- The City has three consultant firms under contract for on-call traffic engineering services. An increase is proposed to State Street Aid (121-43190) in the amount of \$40,000 to compliment the expense budgeted for traffic calming in State Street Aid.
- The City's contractual vendor for recycling, Marshall County, presented a new contract for the disposal of the City's recycling. The existing contract expired June 30, 2021. The new contract includes a cost increase of \$25 per ton to \$65 per ton, effective July 1, 2021. The contract was approved by Resolution 21-171 for a total increase annually of \$86,400 (210-43200).
- During recent discussions with State agencies, it was determined that the 31 Booster Station will not be funded through WIFIA funds. Therefore, the revenue for WIFIA funding was reduced by \$1,784,982 (410-33700).
- The repairs for the water line on Tom Lunn Road was double budgeted, so a reduction of expenses in the amount of \$158,400 is reflected in 410-52100-985.
- The Wastewater Treatment Plant has an increase in expenses in the amount of \$203,900 to cover the difference in budgeted insurance premiums and actual premiums, as well as the remaining costs of the new oxidation ditch from Resolution 20-179 that was not originally budgeted (410-52200). There is also a significant decrease in expenses in relation to the air flow solution. The full amount of the project was originally budgeted but we only anticipate completing design this fiscal year. The remainder of the project will be budgeted in subsequent fiscal years as needed. The decrease is in the amount of \$6,721,758 (410-52200).
- There are prorate increases to the salary and benefit payments for Utility Administration (410-52317) for one-half of the new Assistant City Administrator of Utilities, cost split with the Administration department in General Fund. There are also requests to increase the expenses to purchase two new vehicles (ACA of Utilities and the Utility Director) and the fuel for these vehicles. Total increase requested is \$139,615.
- The Utility Inspectors' expenses are now budgeted under the Engineering department (410-52318) where previously they were under each of the Public Works department. Expenses should be budgeted appropriately for their vehicles and uniforms. An additional inspector was hired this budget year but a vehicle was not requested; a new truck is requested in Budget Amendment #1. Also an updated Water/Sewer Cost of Services study is proposed to meet the recommendation of the State Water and Wastewater Financial Board. Total increase in expenses requested is \$106,000.
- Three drainage studies are needed for areas of the City that consistently flood and cause damage to citizens' houses and property. These are requested as an increase to

Engineering in the Stormwater fund (416-42425). Additional increases requested are for the cost split of the installation of internal security cameras at Public Works and the cost of emergency repairs to stormwater infrastructure under two driveways on Adobe Hills Place. The total increase requested for Stormwater is \$103,000.

A summary of items included within this budget amendment and a detailed schedule of items are attached. This amendment decreases the City's total budget for FY 2021-22 by \$5,653,286 for expenses and decreases the total budgeted revenue by \$1,727,895.

Staff has not received the adjustment in revenues for the additional population count in relation to the 2020 census from the State. It is anticipated to be received prior to the second consideration of the Ordinance 21-26 and will be added before voting.

ATTACHMENTS: Exhibit A – Budget Amendment Summary; Exhibit B – Listing FY 2020-21 Summary; Exhibit C – Detailed Revenue/Expenditure budgets by fund

RECOMMENDATION: Approve Ordinance 21-26 on first consideration

Exhibit A

**CITY OF SPRING HILL - ORDINANCE NO. 21-26
FY 2021-22 BUDGET AMENDMENT #1
FIRST CONSIDERATION 11/1/2021**

1. Budget revenue related to grants received

Increase Revenues

110-33193	TN HIGHWAY SAFETY OFFICE GRANT	\$	25,000	OFFSET WITH POLICE GRANT EXPENSES (110-42100-295)
110-33401	LIBRARY GRANTS - STATE OF TN	\$	<u>32,087</u>	OFFSET WITH LIBRARY GRANT EXPENSES (110-44800-900)
	TOTAL GENERAL FUND REVENUE INCREASE	\$	<u>57,087</u>	

2. Budget expenses related to General Fund departmental budgets

110-41320-110	ADMINISTRATION-SALARIES	\$	105,000	PRORATED; PROMOTION FOR 1 EMPLOYEE; ADDITION OF 1 EXECUTIVE ASST; 1/2 ACA OF UTILITIES (COST SPLIT WITH WATER/SEWER)
110-41320-134	ADMINISTRATION-CHRISTMAS BONUS	\$	150	ADDITION OF 1 EXECUTIVE ASST; 1/2 OF ACA OF UTILITIES (COST SPLIT WITH WATER/SEWER)
110-41320-141	ADMINISTRATION-OASI	\$	8,000	PRORATED; PROMOTION FOR 1 EMPLOYEE; ADDITION OF 1 EXECUTIVE ASST; 1/2 ACA OF UTILITIES (COST SPLIT WITH WATER/SEWER)
110-41320-142	ADMINISTRATION-HOSPITAL AND HEALTH INSURANCE	\$	25,000	PRORATED; PROMOTION FOR 1 EMPLOYEE; ADDITION OF 1 EXECUTIVE ASST; 1/2 ACA OF UTILITIES (COST SPLIT WITH WATER/SEWER)
110-41320-143	ADMINISTRATION-EMPLOYEE RETIREMENT PLAN	\$	7,550	PRORATED; PROMOTION FOR 1 EMPLOYEE; ADDITION OF 1 EXECUTIVE ASST; 1/2 ACA OF UTILITIES (COST SPLIT WITH WATER/SEWER)
110-41320-147	ADMINISTRATION-UNEMPLOYMENT INSURANCE	\$	220	PRORATED; PROMOTION FOR 1 EMPLOYEE; ADDITION OF 1 EXECUTIVE ASST; 1/2 ACA OF UTILITIES (COST SPLIT WITH WATER/SEWER)
110-41650-320	HUMAN RESOURCES-OPERATING SUPPLIES	\$	8,000	NEW DESK AND FIRE PROOF FILE CABINET FOR R. STOKES
110-41710-941	PLANNING AND ZONING-VEHICLES	\$	22,000	CURRENTLY BORROWING A CAR FROM THE CODES DEPT
110-41720-267	BUILDING AND CODES-REPAIRS & MAINTENANCE-BLDG	\$	11,200	BUILT OUT OF OFFICE SPACES FOR SUITE 600
110-41800-266	CITY HALL-REPAIRS AND MAINTENANCE - GROUNDS	\$	3,500	ADDITIONAL SECURITY FOR ENTRY DOORS
110-42100-267	POLICE-REPAIRS & MAINTENANCE - BUILDINGS	\$	5,000	ADD LIGHTING TO HQ PARKING LOT (SAFETY CONCERN)
110-42100-295	POLICE-TN HIGHWAY SAFETY OFFICE GRANT	\$	25,000	GRANT - OFFSET WITH REVENUE
110-42100-941	POLICE-VEHICLES	\$	31,000	DETECTIVE DIVISION (VEHICLE AND EQUIPMENT) - NEW POSITION
110-42100-941	POLICE-VEHICLES	\$	31,000	DETECTIVE DIVISION (VEHICLE AND EQUIPMENT) - NEW POSITION
110-43100-273	STREETS & HIGHWAYS-SIDEWALK CONNECTIONS	\$	80,000	BOMA REQUEST - NEW SIDEWALK - BUCKNER LANE @ PORT ROYAL ROAD
110-43100-246	STREETS & HIGHWAYS-CELL PHONES	\$	5,000	IPADS PURCHASED FOR TRACKING JUNK & BRUSH PICKUP; REQUIRES MONTHLY COST
110-43100-262	STREETS & HIGHWAYS-REPAIRS & MAINTENANCE - EQUIPMENT	\$	7,000	LARGE REPAIRS TO BOOM TRUCK AND TRACTOR
110-43100-266	STREETS & HIGHWAYS-REPAIRS & MAINTENANCE - GROUNDS	\$	100,000	REPAIRS TO BRIDGE AT PUBLIC WORKS ENTRANCE
110-43100-944	STREETS & HIGHWAYS-SIGNS DEPARTMENT EQUIPMENT	\$	25,000	LASER PRINTER FOR SIGN DEPARTMENT (CARES ACT FUNDING)
110-43100-944	STREETS & HIGHWAYS-SIGNS DEPARTMENT EQUIPMENT	\$	7,000	GRAPHIC PLOTTER FOR SIGN DEPARTMENT (CARES ACT FUNDING)
110-44700-320	PARKS & REC-OPERATING SUPPLIES	\$	9,250	MULCH TO FINISH HARVEY PARK PLAYGROUND REPAIRS
110-44800-900	LIBRARY-GRANTS - CAPITAL OUTLAY	\$	<u>32,087</u>	STATE LIBRARY ARPA GRANT
	TOTAL GENERAL FUND EXPENSES INCREASE	\$	<u>547,957</u>	

3. Budget expenses related to State Street Aid fund

121-43190-290	ON-CALL TRAFFIC ENGINEERING	\$	<u>40,000</u>	NEW CONTRACTS FOR CONSULTING SERVICES
	TOTAL STATE STREET AID EXPENSES INCREASE	\$	<u>40,000</u>	

4. Budget expenses related to Sanitation fund			
210-43200-289	MARSHALL CO-RECYCLING FEES	\$	86,400 INCREASE IN PER TON PRICE FOR RECYCLING (RES 21-171)
	TOTAL SANITATION EXPENSES INCREASE	\$	86,400
5. Budget revenue related to WIFIA funding			
410-33700	GRANTS - OTHER	\$	(1,784,982) 31 BOOSTER STATION NOT RECEIVING WIFIA FUNDING
	TOTAL WATER AND SEWER FUND REVENUE DECREASE	\$	(1,784,982)
6. Budget expenses related to Water and Sewer Fund departmental budgets			
410-52100-985	WATER DISTRIBUTION-TOM LUNN RD WATER LINE REPAIR	\$	(158,400) DOUBLE BUDGETED - ACCOUNTED FOR IN LINE 269
410-52200-510	WWTP-PEP INSURANCE COVERAGE	\$	3,700 TO COVER ACTUAL COST OF INSURANCE PREMIUMS
410-52200-909	WWTP-NEW OXIDATION DITCH	\$	200,200 COVER ACTUAL REMAINING COSTS OF RES 20-179
410-52200-936	WWTP-AIR FLOW SOLUTION	\$	(6,721,758) REDUCE DUE TO EXPECTATION OF ONLY COMPLETING DESIGN THIS FY
410-52317-110	UTILITY ADMIN-SALARIES	\$	54,375 PRORATED: 1/2 ACA OF UTILITIES (COST SPLIT WITH WATER/SEWER)
410-52317-134	UTILITY ADMIN-CHRISTMAS BONUS	\$	50 PRORATED: 1/2 ACA OF UTILITIES (COST SPLIT WITH WATER/SEWER)
410-52317-141	UTILITY ADMIN-OASI	\$	4,160 PRORATED: 1/2 ACA OF UTILITIES (COST SPLIT WITH WATER/SEWER)
410-52317-142	UTILITY ADMIN-HOSPITAL AND HEALTH INSURANCE	\$	9,000 PRORATED: 1/2 ACA OF UTILITIES (COST SPLIT WITH WATER/SEWER)
410-52317-143	UTILITY ADMIN-EMPLOYEE RETIREMENT PLAN	\$	3,950 PRORATED: 1/2 ACA OF UTILITIES (COST SPLIT WITH WATER/SEWER)
410-52317-147	UTILITY ADMIN-UNEMPLOYMENT INSURANCE	\$	80 PRORATED: 1/2 ACA OF UTILITIES (COST SPLIT WITH WATER/SEWER)
410-52317-331	UTILITY ADMIN-FUEL	\$	3,000 NEW VEHICLES FOR NEW POSITION
410-52317-941	UTILITY ADMIN-VEHICLES	\$	35,000 ASST C.A. FOR UTILITIES - NEW POSITION
410-52317-941	UTILITY ADMIN-VEHICLES	\$	30,000 UTILITY DIRECTOR - NEW POSITION
410-52318-200	ENGINEERING-CONTRACT SERVICES	\$	60,000 WATER/SEWER COST OF SERVICES STUDY TO MEET REC OF STATE WWFB)
410-52318-326	ENGINEERING-UNIFORMS	\$	3,000 UTILITY INSPECTORS - WAS PD FROM INDIVIDUAL DEPTS
410-52318-331	ENGINEERING-FUEL	\$	5,000 UTILITY INSPECTORS - WAS PD FROM INDIVIDUAL DEPTS
410-52318-261	ENGINEERING-REPAIRS & MTC - VEHICLES	\$	3,000 UTILITY INSPECTORS - WAS PD FROM INDIVIDUAL DEPTS
410-52318-941	ENGINEERING-VEHICLES	\$	35,000 UTILITY INSPECTOR - NEW POSITION
	TOTAL WATER AND SEWER FUND EXPENSES DECREASE	\$	(6,430,643)
7. Budget expenses related to Stormwater fund			
416-42425-254	ENGINEERING	\$	45,000 DRAINAGE STUDIES
416-42425-265	REPAIRS & MTC - GROUNDS	\$	2,000 INSTALLATION OF INTERIOR CAMERAS (COST SPLIT WITH 4 DEPTS)
416-42425-268	REPAIRS & MTC - INFRASTRUCTURE	\$	56,000 EMERGENCY REPAIRS TO STM WTR UNDER 2 DRIVEWAYS - ADOBE HILLS PLACE
	TOTAL STORMWATER EXPENSES INCREASE	\$	103,000
SUMMARY:			
	GENERAL FUND TOTAL	\$	490,870
	STATE STREET AID TOTAL	\$	40,000
	SANITATION FUND TOTAL	\$	86,400
	WATER/SEWER TOTAL	\$	(8,215,625)
	STORMWATER TOTAL	\$	103,000

Exhibit B

Budget Report		For Fiscal: 2021-2022		
		Group Summary		
Department	Original Total Budget	Budget Amendment #1 Budget Amendment #1	Proposed Amended Proposed Amended	
Fund: 110 - GENERAL FUND				
Revenue				
	\$ 33,699,374	\$ 57,087	\$ 33,756,461	
Revenue Total:	\$ 33,699,374	\$ 57,087	\$ 33,756,461	
Expense				
41100 - LEGISLATIVE BOARD	\$ 6,584,182	\$ -	\$ 6,584,182	
41210 - CITY COURT	\$ 40,090	\$ -	\$ 40,090	
41320 - ADMINISTRATION	\$ 430,735	\$ 145,920	\$ 576,655	
41500 - FINANCIAL ADMINISTRATION	\$ 628,793	\$ -	\$ 628,793	
41600 - GIS / IT	\$ 991,759	\$ -	\$ 991,759	
41650 - HUMAN RESOURCES	\$ 134,235	\$ 8,000	\$ 142,235	
41710 - PLANNING AND ZONING	\$ 550,309	\$ 22,000	\$ 572,309	
41720 - BUILDING AND CODES	\$ 889,399	\$ 11,200	\$ 900,599	
41800 - GENERAL GOVERNMENT BUILDINGS	\$ 380,962	\$ 3,500	\$ 384,462	
41990 - RISK MANAGEMENT	\$ 121,274	\$ -	\$ 121,274	
42100 - POLICE	\$ 8,481,412	\$ 92,000	\$ 8,573,412	
42165 - DISPATCH	\$ 395,730	\$ -	\$ 395,730	
42200 - FIRE	\$ 7,248,744	\$ -	\$ 7,248,744	
43100 - HIGWAYS AND STREETS	\$ 5,674,710	\$ 224,000	\$ 5,898,710	
44700 - PARKS	\$ 1,553,410	\$ 9,250	\$ 1,562,660	
44800 - LIBRARIES	\$ 986,913	\$ 32,087	\$ 1,019,000	
Expense Total:	\$ 35,092,657	\$ 547,957	\$ 35,640,614	
Fund: 121 - STATE STREET AID FUND				
Revenue				
	\$ 1,556,592	\$ -	\$ 1,556,592	
Revenue Total:	\$ 1,556,592	\$ -	\$ 1,556,592	
Expense				
43190 - STATE STREET AID	\$ 1,699,477	\$ 40,000	\$ 1,739,477	
Expense Total:	\$ 1,699,477	\$ 40,000	\$ 1,739,477	
Fund: 122 - ECITATIONS				
Revenue				
	\$ 835	\$ -	\$ 835	
Revenue Total:	\$ 835	\$ -	\$ 835	
Expense				
42122 - ELECTRONIC TRAFFIC CITATION FEES	\$ 9,637	\$ -	\$ 9,637	
Expense Total:	\$ 9,637	\$ -	\$ 9,637	
Fund: 123 - NORTHFIELD FUND				
Revenue				
	\$ -	\$ -	\$ -	
Revenue Total:	\$ -	\$ -	\$ -	
Fund: 124 - IMPACT FEES FUND				
Revenue				
	\$ 1,202,000	\$ -	\$ 1,202,000	
Revenue Total:	\$ 1,202,000	\$ -	\$ 1,202,000	
Expense				
43110 - IMPACT FEES EXPENSES	\$ 3,255,000	\$ -	\$ 3,255,000	
Expense Total:	\$ 3,255,000	\$ -	\$ 3,255,000	
Fund: 125 - ADEQUATE FACILITIES/DEVELOPMENT TAX				
Revenue				
	\$ 1,517,500	\$ -	\$ 1,517,500	
Revenue Total:	\$ 1,517,500	\$ -	\$ 1,517,500	
Expense				
44420 - ADEQUATE FACILITIES/DEVELOPMENT TAX	\$ 3,784,864	\$ -	\$ 3,784,864	
Expense Total:	\$ 3,784,864	\$ -	\$ 3,784,864	

Fund: 140 - TOURISM FUND							
Revenue							
				\$ 150,000	\$ -	\$ 150,000	
			Revenue Total:	\$ 150,000	\$ -	\$ 150,000	
Expense							
			47210 - DEPT OF TOURISM	\$ 160,000	\$ -	\$ 160,000	
			Expense Total:	\$ 160,000	\$ -	\$ 160,000	
Fund: 210 - SANITATION FUND							
Revenue							
				\$ 2,821,500	\$ -	\$ 2,821,500	
			Revenue Total:	\$ 2,821,500	\$ -	\$ 2,821,500	
Expense							
			43200 - SANITATION SERVICES	\$ 2,406,000	\$ 86,400	\$ 2,492,400	
			Expense Total:	\$ 2,406,000	\$ 86,400	\$ 2,492,400	
Fund: 311 - CAPITAL PROJECTS FUND							
Revenue							
				\$ 5,164,065	\$ -	\$ 5,164,065	
			Revenue Total:	\$ 5,164,065	\$ -	\$ 5,164,065	
Expense							
			43130 - CAP PROJ FUND	\$ 25,511,893	\$ -	\$ 25,511,893	
			Expense Total:	\$ 25,511,893	\$ -	\$ 25,511,893	
Fund: 410 - WATER AND SEWER FUND							
Revenue							
				\$ 19,852,591	\$ (1,784,982)	\$ 18,067,609	
			Revenue Total:	\$ 19,852,591	\$ (1,784,982)	\$ 18,067,609	
Expense							
			52100 - WATER DISTRIBUTION	\$ 8,384,584	\$ (158,400)	\$ 8,226,184	
			52110 - WATER TREATMENT	\$ 3,287,836	\$ -	\$ 3,287,836	
			52200 - WASTEWATER TREATMENT PLANT	\$ 14,351,018	\$ (6,517,858)	\$ 7,833,160	
			52211 - SEWER COLLECTION (LINES)	\$ 2,347,937	\$ -	\$ 2,347,937	
			52316 - ADMIN, BILLING & COLLECTIONS	\$ 4,383,721	\$ -	\$ 4,383,721	
			52317 - UTILITY ADMINISTRATION	\$ 173,509	\$ 139,615	\$ 313,124	
			52318 - ENGINEERING	\$ 345,148	\$ 106,000	\$ 451,148	
			Expense Total:	\$ 33,273,753	\$ (6,430,643)	\$ 957,132	
Fund: 412 - AMERICAN RESCUE FUNDS							
Revenue							
				\$ 11,735,424	\$ -	\$ 11,735,424	
			Revenue Total:	\$ 11,735,424	\$ -	\$ 11,735,424	
Expense							
			52300 - AMERICAN RESCUE FUNDS	\$ 9,675,424	\$ -	\$ 9,675,424	
			Expense Total:	\$ 9,675,424	\$ -	\$ 9,675,424	
Fund: 416 - STORM WATER UTILITY FUND							
Revenue							
				\$ 1,056,400	\$ -	\$ 1,056,400	
			Revenue Total:	\$ 1,056,400	\$ -	\$ 1,056,400	
Expense							
			42425 - MS 4 / STORMWATER	\$ 1,139,318	\$ 103,000	\$ 1,242,318	
			Expense Total:	\$ 1,139,318	\$ 103,000	\$ 1,242,318	
Fund: 611 - LIBRARY FUND							
Revenue							
				\$ 60,070	\$ -	\$ 60,070	
			Revenue Total:	\$ 60,070	\$ -	\$ 60,070	
Expense							
			44800 - LIBRARIES	\$ 40,000	\$ -	\$ 40,000	
			Expense Total:	\$ 40,000	\$ -	\$ 40,000	
Fund: 612 - EVIDENCE TRUST FUND							
Revenue							
				\$ -	\$ -	\$ -	
			Revenue Total:	\$ -	\$ -	\$ -	

110-36000	OTHER REVENUES	\$	500		\$	500
110-36100	INTEREST EARNINGS	\$	3,800		\$	3,800
110-36101	INTEREST-TRUST ACCT	\$	30,000		\$	30,000
110-36300	SALE OF SURPLUS PROPERTY	\$	5,000		\$	5,000
110-36350	INSURANCE RECOVERIES	\$	10,000		\$	10,000
110-36410	Misc. Refunds and Rebates	\$	-		\$	-
110-36999	PRIOR YEAR REVENUE	\$	193,859		\$	193,859
110-37299	MISCELLANEOUS	\$	200,000		\$	200,000
Revenue Total:		\$	33,699,374	\$	57,087	\$ 33,756,461
Expense						
Department: 41100 - LEGISLATIVE BOARD						
110-41100-110	SALARIES	\$	41,500		\$	41,500
110-41100-141	OASI (EMPLOYER'S SHARE)	\$	2,750		\$	2,750
110-41100-142	HOSPITAL AND HEALTH INSURANCE	\$	95,815		\$	95,815
110-41100-147	UNEMPLOYMENT INSURANCE	\$	-		\$	-
110-41100-149	ADOPTION REIMBURSEMENT	\$	8,000		\$	8,000
110-41100-151	HEALTH & WELLNESS	\$	5,000		\$	5,000
110-41100-161	BOARD AND COMMITTEE MEMBERS	\$	-		\$	-
110-41100-172	ELECTION OFFICIALS, CLERKS, ETC.	\$	5,000		\$	5,000
110-41100-200	CONTRACTUAL SERVICES	\$	15,000		\$	15,000
110-41100-221	PRINTING, STATIONARY, FORMS	\$	250		\$	250
110-41100-223	CHAMBER & ECON DEVELOPMENT	\$	50,200		\$	50,200
110-41100-233	SUBSCRIPTIONS TO NEWSPAPERS AND PERIODICALS	\$	500		\$	500
110-41100-235	MEMBERSHIPS, REGISTRATION FEES, AND TUITION	\$	15,000		\$	15,000
110-41100-236	PUBLIC RELATIONS & RECRUITING	\$	17,000		\$	17,000
110-41100-238	MPO, RTA, S CENTRAL HUMAN RSRCE AGENCY/DRATAC DUE	\$	37,553		\$	37,553
110-41100-246	CELL PHONES	\$	500		\$	500
110-41100-252	LEGAL SERVICES	\$	165,000		\$	165,000
110-41100-254	ENGINEERING SERVICES	\$	50,000		\$	50,000
110-41100-257	CONSULTANT'S SERVICES / ENGINEERING	\$	-		\$	-
110-41100-259	PROFESSIONAL SVCS-APPRAISAL, SURVEYS, TAX BILLING	\$	21,000		\$	21,000
110-41100-261	REPAIR AND MAINTENANCE MOTOR VEHICLES	\$	-		\$	-
110-41100-280	TRAVEL	\$	11,000		\$	11,000
110-41100-284	MEALS AND ENTERTAINMENT FOR OTHERS	\$	600		\$	600
110-41100-290	OTHER SERVICES & CHARGES	\$	6,000		\$	6,000
110-41100-310	OFFICE SUPPLIES AND MATERIALS	\$	600		\$	600
110-41100-313	COMPUTER SOFTWARE	\$	5,000		\$	5,000
110-41100-317	VIDEO STREAMING	\$	5,000		\$	5,000
110-41100-320	OPERATING SUPPLIES	\$	1,000		\$	1,000
110-41100-331	GAS, OIL, DIESEL FUEL, GREASE, ETC.	\$	500		\$	500
110-41100-510	PEP INSURANCE COVERAGE	\$	66,000		\$	66,000
110-41100-720	TENN TOURISM ASSOC/TENN REHAB CENTER/POLICE DEPT	\$	500		\$	500
110-41100-723	TRANSPORTATION SUBSIDY	\$	42,400		\$	42,400
110-41100-724	HISTORIC COMMISSIONS	\$	15,000		\$	15,000
110-41100-761	TRANSFER TO CAPITAL PROJECTS FUND	\$	5,163,465		\$	5,163,465
110-41100-790	MISCELLANEOUS	\$	601,500		\$	601,500
110-41100-800	RESERVES	\$	135,549		\$	135,549
Department: 41100 - LEGISLATIVE BOARD Total:		\$	6,584,182	\$	-	\$ 6,584,182
Department: 41210 - CITY COURT						
110-41210-110	SALARIES	\$	28,490		\$	28,490
110-41210-141	OASI (EMPLOYER'S SHARE)	\$	2,179		\$	2,179
110-41210-147	UNEMPLOYMENT INSURANCE	\$	21		\$	21
110-41210-200	CONTRACTUAL SERVICES	\$	8,600		\$	8,600
110-41210-235	MEMBERSHIPS, REGISTRATION FEES, AND TUITION	\$	300		\$	300
110-41210-310	OFFICE SUPPLIES AND MATERIALS	\$	300		\$	300
110-41210-510	PEP INSURANCE COVERAGE	\$	200		\$	200
Department: 41210 - CITY COURT Total:		\$	40,090	\$	-	\$ 40,090
Department: 41320 - ADMINISTRATION						
110-41320-110	SALARIES	\$	280,141	\$	105,000	\$ 385,141
110-41320-112	SALARIES-OVERTIME	\$	-		\$	-
110-41320-114	INTERNSHIP WAGES	\$	4,000		\$	4,000
110-41320-119	OTHER SALARIES	\$	-		\$	-
110-41320-134	CHRISTMAS BONUS	\$	350	\$	150	\$ 500
110-41320-141	PAYROLL TAX	\$	21,764	\$	8,000	\$ 29,764
110-41320-142	HEALTH INSURANCE	\$	35,115	\$	25,000	\$ 60,115
110-41320-143	RETIREMENT	\$	20,310	\$	7,550	\$ 27,860

110-41320-147	UNEMPLOYMENT INSURANCE	\$ 105	\$ 220	\$ 325
110-41320-200	CONTRACT SERVICES	\$ 25,000		\$ 25,000
110-41320-221	PRINTING, STATIONERY, FORMS	\$ 250		\$ 250
110-41320-235	MEMBERSHIP, DUES/STAFF	\$ 9,500		\$ 9,500
110-41320-236	PUBLIC RELATIONS & RECRUITING	\$ 3,500		\$ 3,500
110-41320-246	CELL PHONES	\$ -		\$ -
110-41320-260	REPAIR & MAINTENANCE SERVICES	\$ 1,000		\$ 1,000
110-41320-280	TRAVEL EXPENSES	\$ 7,100		\$ 7,100
110-41320-284	MEALS & ENTERTAINMENT	\$ 500		\$ 500
110-41320-291	AMBULANCE, CLINIC AND HOSPITAL SERVICE	\$ 800		\$ 800
110-41320-310	OFFICE SUPPLIES	\$ 1,500		\$ 1,500
110-41320-313	COMPUTER SOFTWARE	\$ 10,500		\$ 10,500
110-41320-320	OPERATING SUPPLIES	\$ 1,000		\$ 1,000
110-41320-331	FUEL & OIL	\$ 1,000		\$ 1,000
110-41320-334	TIRES, TUBES, ETC.	\$ 600		\$ 600
110-41320-510	PEP INSURANCE COVERAGE	\$ 5,000		\$ 5,000
110-41320-790	MISCELLANEOUS	\$ 1,700		\$ 1,700
Department: 41320 - ADMINISTRATION Total:		\$ 430,735	\$ 145,920	\$ 576,655
Department: 41500 - FINANCIAL ADMINISTRATION				
110-41500-110	SALARIES	\$ 277,054		\$ 277,054
110-41500-112	SALARIES OVERTIME	\$ 1,000		\$ 1,000
110-41500-118	INSURANCE OPT OUT	\$ 150		\$ 150
110-41500-119	OTHER SALARIES	\$ 400		\$ 400
110-41500-134	CHRISTMAS BONUS	\$ 1,300		\$ 1,300
110-41500-141	OASI (EMPLOYER'S SHARE)	\$ 21,403		\$ 21,403
110-41500-142	HOSPITAL AND HEALTH INSURANCE	\$ 59,175		\$ 59,175
110-41500-143	EMPLOYEE RETIREMENT PLAN	\$ 20,293		\$ 20,293
110-41500-147	UNEMPLOYMENT INSURANCE	\$ 118		\$ 118
110-41500-200	CONTRACTUAL SERVICES	\$ 28,000		\$ 28,000
110-41500-211	POSTAGE, BOX RENT, ETC.	\$ 25,000		\$ 25,000
110-41500-221	PRINTING, STATIONERY, ENVELOPES, FORMS	\$ 5,000		\$ 5,000
110-41500-231	PUBLICATION OF FORMAL AND LEGAL NOTICES	\$ 55,000		\$ 55,000
110-41500-235	MEMBERSHIPS, REGISTRATION FEES, AND TUITION	\$ 8,000		\$ 8,000
110-41500-238	TUITION REIMBURSEMENT	\$ 4,000		\$ 4,000
110-41500-246	CELL PHONES	\$ 2,000		\$ 2,000
110-41500-253	AUDIT & FINANCIAL REPORTING	\$ 25,000		\$ 25,000
110-41500-256	CONSULTANT'S SERVICES / FISCAL ADVISOR	\$ 10,000		\$ 10,000
110-41500-259	TAX APPRAISAL AND BILLING	\$ 21,000		\$ 21,000
110-41500-262	REPAIR & MAINTENANCE OTHER MACHINERY & EQUIPMENT	\$ 1,000		\$ 1,000
110-41500-280	TRAVEL	\$ 7,000		\$ 7,000
110-41500-284	MEALS AND ENTERTAINMENT FOR OTHERS	\$ 500		\$ 500
110-41500-310	OFFICE SUPPLIES AND MATERIALS	\$ 10,000		\$ 10,000
110-41500-313	COMPUTER SOFTWARE	\$ 39,000		\$ 39,000
110-41500-320	OPERATING SUPPLIES	\$ 5,000		\$ 5,000
110-41500-510	PEP INSURANCE COVERAGE	\$ 2,400		\$ 2,400
110-41500-790	MISCELLANEOUS	\$ -		\$ -
Department: 41500 - FINANCIAL ADMINISTRATION Total:		\$ 628,793	\$ -	\$ 628,793
Department: 41600 - GIS / IT				
110-41600-110	SALARIES	\$ 244,642		\$ 244,642
110-41600-112	SALARIES OVERTIME	\$ 500		\$ 500
110-41600-114	INTERNSHIP SALARIES	\$ 8,000		\$ 8,000
110-41600-134	CHRISTMAS BONUS	\$ 600		\$ 600
110-41600-141	OASI (EMPLOYER'S SHARE)	\$ 18,340		\$ 18,340
110-41600-142	HOSPITAL AND HEALTH INSURANCE	\$ 65,367		\$ 65,367
110-41600-143	EMPLOYEE RETIREMENT PLAN	\$ 17,381		\$ 17,381
110-41600-147	UNEMPLOYMENT INSURANCE	\$ 145		\$ 145
110-41600-200	CONTRACTUAL SERVICES	\$ 89,751		\$ 89,751
110-41600-228	GIS & GPS	\$ 5,000		\$ 5,000
110-41600-235	MEMBERSHIPS, REGISTRATION FEES, AND TUITION	\$ 200		\$ 200
110-41600-241	Electric	\$ 5,600		\$ 5,600
110-41600-242	Water/Sewer	\$ 1,000		\$ 1,000
110-41600-244	Natural Gas	\$ 1,000		\$ 1,000
110-41600-245	LAND LINES & INTERNET	\$ 72,000		\$ 72,000
110-41600-246	CELL PHONES	\$ 5,000		\$ 5,000
110-41600-248	MS4 Stormwater Fees	\$ 300		\$ 300
110-41600-251	MEDICAL, DENTAL, VETERINARY, AND VITAL STATISTICS	\$ -		\$ -

110-41600-254	ENGINEERING	\$	1,000		\$	1,000	
110-41600-255	DATA PROCESS SUPPORT/SOFTWARE MAINTENANCE	\$	193,433		\$	193,433	
110-41600-260	REPAIR AND MAINTENANCE SERVICES/CITY HALL REMODEL	\$	5,000		\$	5,000	
110-41600-261	REPAIR AND MAINTENANCE MOTOR VEHICLES	\$	2,000		\$	2,000	
110-41600-266	REPAIR & MAINTENANCE - BUILDING	\$	8,000		\$	8,000	
110-41600-280	TRAVEL	\$	500		\$	500	
110-41600-284	MEALS AND ENTERTAINMENT FOR OTHERS	\$	200		\$	200	
110-41600-310	OFFICE SUPPLIES	\$	3,000		\$	3,000	
110-41600-313	COMPUTER SOFTWARE	\$	35,000		\$	35,000	
110-41600-314	COMPUTER HARDWARE	\$	58,000		\$	58,000	
110-41600-320	OPERATING SUPPLIES	\$	3,000		\$	3,000	
110-41600-326	CLOTHING AND UNIFORMS	\$	300		\$	300	
110-41600-331	GAS, OIL, DIESEL FUEL, GREASE, ETC.	\$	1,500		\$	1,500	
110-41600-340	REPAIR & MAINT SUPPLIES	\$	3,500		\$	3,500	
110-41600-510	PEP INSURANCE COVERAGE	\$	2,700		\$	2,700	
110-41600-941	VEHICLES	\$	19,800		\$	19,800	
110-41600-945	COMMUNICATIONS EQUIP	\$	120,000		\$	120,000	
Department: 41600 - GIS / IT Total:		\$	991,759	\$	-	\$	991,759
Department: 41650 - HUMAN RESOURCES							
110-41650-110	SALARIES	\$	84,899		\$	84,899	
110-41650-112	OVERTIME	\$	300		\$	300	
110-41650-134	CHRISTMAS BONUS	\$	250		\$	250	
110-41650-141	PAYROLL TAX	\$	6,537		\$	6,537	
110-41650-142	HEALTH INSURANCE	\$	16,818		\$	16,818	
110-41650-143	RETIREMENT	\$	6,195		\$	6,195	
110-41650-147	UNEMPLOYMENT INSURANCE	\$	36		\$	36	
110-41650-152	HUMAN RESOURCE ACTIVITIES	\$	5,000		\$	5,000	
110-41650-200	CONTRACTUAL SERVICES	\$	-		\$	-	
110-41650-218	PUBLICATIONS 2020	\$	1,500		\$	1,500	
110-41650-235	MEMBERSHIP DUES	\$	1,000		\$	1,000	
110-41650-246	CELL PHONES	\$	1,200		\$	1,200	
110-41650-280	TRAVEL & TRAINING	\$	2,000		\$	2,000	
110-41650-284	MEALS (CHRISTMAS LUNCH)	\$	2,500		\$	2,500	
110-41650-294	SAFETY TRAINING	\$	3,500		\$	3,500	
110-41650-310	OFFICE SUPPLIES	\$	1,000	\$	8,000	\$	9,000
110-41650-320	OPERATING SUPPLIES	\$	500		\$	500	
110-41650-510	PEP INSURANCE COVERAGE	\$	1,000		\$	1,000	
110-41650-790	EMPLOYEE APPRECIATION ACTIVITIES	\$	-		\$	-	
Department: 41650 - HUMAN RESOURCES Total:		\$	134,235	\$	8,000	\$	142,235
Department: 41710 - PLANNING AND ZONING							
110-41710-110	SALARIES	\$	215,271		\$	215,271	
110-41710-112	SALARIES - OVERTIME	\$	500		\$	500	
110-41710-114	INTERNSHIP SALARIES	\$	8,000		\$	8,000	
110-41710-134	CHRISTMAS BONUS	\$	300		\$	300	
110-41710-141	PAYROLL TAX	\$	17,118		\$	17,118	
110-41710-142	HEALTH INSURANCE	\$	42,484		\$	42,484	
110-41710-143	RETIREMENT	\$	16,245		\$	16,245	
110-41710-147	UNEMPLOYMENT INSURANCE	\$	91		\$	91	
110-41710-200	CONTRACTUAL SERVICES	\$	10,000		\$	10,000	
110-41710-235	MEMBERSHIP AND DUES	\$	8,000		\$	8,000	
110-41710-237	REFERENCE MATERIALS AND PUBLICATIONS	\$	3,000		\$	3,000	
110-41710-245	TELEPHONES	\$	3,600		\$	3,600	
110-41710-246	CELL PHONES	\$	3,200		\$	3,200	
110-41710-254	ENGINEERING SERVICES	\$	1,000		\$	1,000	
110-41710-256	CONSULTANT SERVICES	\$	165,000		\$	165,000	
110-41710-267	REPAIR & MAINTENANCE-BLDG MAINTENANCE	\$	100		\$	100	
110-41710-283	TRAVEL - OUT OF TOWN EXPENSE	\$	8,000		\$	8,000	
110-41710-284	MEALS AND ENTERTAINMENT FOR OTHERS	\$	500		\$	500	
110-41710-285	TRAINING - CONFERENCE REGISTRATION, FEES, ETC.	\$	12,000		\$	12,000	
110-41710-286	TRAINING - PLANNING COMMISSION & BOZA	\$	3,000		\$	3,000	
110-41710-310	OFFICE SUPPLIES	\$	5,400		\$	5,400	
110-41710-313	COMPUTER SOFTWARE	\$	6,000		\$	6,000	
110-41710-314	COMPUTER HARDWARE	\$	6,000		\$	6,000	
110-41710-320	OPERATING SUPPLIES	\$	2,900		\$	2,900	
110-41710-326	UNIFORMS	\$	600		\$	600	
110-41710-510	PEP INSURANCE COVERAGE	\$	12,000		\$	12,000	

110-41710-941	VEHICLES	\$ -	\$ 22,000	\$ 22,000
Department: 41710 - PLANNING AND ZONING Total:		\$ 550,309	\$ 22,000	\$ 572,309
Department: 41720 - BUILDING AND CODES				
110-41720-110	SALARIES	\$ 444,516		\$ 444,516
110-41720-118	INSURANCE OPT OUT	\$ 2,300		\$ 2,300
110-41720-134	CHRISTMAS BONUS	\$ 3,000		\$ 3,000
110-41720-141	PAYROLL TAX	\$ 34,411		\$ 34,411
110-41720-142	HEALTH INSURANCE	\$ 110,813		\$ 110,813
110-41720-143	RETIREMENT	\$ 32,612		\$ 32,612
110-41720-147	UNEMPLOYMENT INSURANCE	\$ 189		\$ 189
110-41720-200	CONTRACTUAL SERVICES	\$ 7,600		\$ 7,600
110-41720-235	MEMBERSHIP AND DUES	\$ 1,500		\$ 1,500
110-41720-237	REFERENCE MATERIALS AND PUBLICATIONS	\$ 1,500		\$ 1,500
110-41720-245	TELEPHONE NETWORK / CONNECTIVITY	\$ 1,800		\$ 1,800
110-41720-246	CELL PHONES	\$ 3,000		\$ 3,000
110-41720-254	ENGINEERING SERVICES	\$ 1,500		\$ 1,500
110-41720-261	VEHICLE REPAIR AND MAINTENANCE	\$ 2,000		\$ 2,000
110-41720-267	REPAIR AND MAINT - BLDG MAINT	\$ 1,000	\$ 11,200	\$ 12,200
110-41720-280	TRAVEL	\$ 2,000		\$ 2,000
110-41720-284	MEALS AND ENTERTAINMENT	\$ 300		\$ 300
110-41720-285	TRAINING	\$ 3,400		\$ 3,400
110-41720-292	WILLIAMSON COUNTY ANIMAL CONTROL	\$ 69,558		\$ 69,558
110-41720-293	MAURY COUNTY ANIMAL CONTROL	\$ 15,000		\$ 15,000
110-41720-310	OFFICE SUPPLIES	\$ 3,500		\$ 3,500
110-41720-313	COMPUTER SOFTWARE	\$ 1,000		\$ 1,000
110-41720-314	COMPUTER HARDWARE	\$ 2,000		\$ 2,000
110-41720-320	OPERATING SUPPLIES	\$ -		\$ -
110-41720-326	UNIFORMS	\$ 5,500		\$ 5,500
110-41720-331	FUEL AND OIL	\$ 6,500		\$ 6,500
110-41720-510	PEP INSURANCE COVERAGE	\$ 18,000		\$ 18,000
110-41720-531	OFFICE RENTAL	\$ 81,000		\$ 81,000
110-41720-790	MISC	\$ 500		\$ 500
110-41720-941	VEHICLES - OPERATING	\$ 33,400		\$ 33,400
Department: 41720 - BUILDING AND CODES Total:		\$ 889,399	\$ 11,200	\$ 900,599
Department: 41800 - GENERAL GOVERNMENT BUILDINGS				
110-41800-110	SALARIES	\$ 120,064		\$ 120,064
110-41800-114	INTERNSHIP SALARIES	\$ 8,000		\$ 8,000
110-41800-134	CHRISTMAS BONUS	\$ 275		\$ 275
110-41800-141	OASI (EMPLOYER'S SHARE)	\$ 9,818		\$ 9,818
110-41800-142	HOSPITAL AND HEALTH INSURANCE	\$ 39,272		\$ 39,272
110-41800-143	EMPLOYEE RETIREMENT PLAN	\$ 9,305		\$ 9,305
110-41800-147	UNEMPLOYMENT INSURANCE	\$ 28		\$ 28
110-41800-200	CONTRACTUAL SERVICES	\$ 3,000		\$ 3,000
110-41800-241	ELECTRIC	\$ 27,000		\$ 27,000
110-41800-242	Water/Sewer	\$ 2,000		\$ 2,000
110-41800-244	GAS	\$ 3,000		\$ 3,000
110-41800-245	LAND LINES & INTERNET	\$ 21,000		\$ 21,000
110-41800-246	CELL PHONES	\$ 1,100		\$ 1,100
110-41800-248	STORMWATER FEES	\$ 1,100		\$ 1,100
110-41800-260	REPAIR AND MAINTENANCE SERVICES/CITY HALL REMODEL	\$ 5,000		\$ 5,000
110-41800-262	REPAIR & MAINTENANCE OTHER MACHINERY & EQUIPMENT	\$ 1,000		\$ 1,000
110-41800-265	REPAIR & MAINTENANCE GROUNDS & GROUND IMPROVEME	\$ 10,000		\$ 10,000
110-41800-266	REPAIR & MAINTENANCE GROUNDS & GROUND IMPROVEME	\$ 24,000	\$ 3,500	\$ 27,500
110-41800-280	TRAVEL	\$ -		\$ -
110-41800-285	TRAINING	\$ 2,500		\$ 2,500
110-41800-290	OTHER SERVICES & CHARGES	\$ 500		\$ 500
110-41800-320	OPERATING SUPPLIES	\$ 1,000		\$ 1,000
110-41800-324	HOUSEHOLD AND JANITORIAL SUPPLIES	\$ 8,000		\$ 8,000
110-41800-326	CLOTHING AND UNIFORMS	\$ 500		\$ 500
110-41800-331	FUEL	\$ 500		\$ 500
110-41800-340	REPAIR & MAINT SUPPLIES	\$ 1,000		\$ 1,000
110-41800-510	PEP INSURANCE COVERAGE	\$ 7,000		\$ 7,000
110-41800-900	CAPITAL OUTLAY	\$ 75,000		\$ 75,000
Department: 41800 - GENERAL GOVERNMENT BUILDINGS Total:		\$ 380,962	\$ 3,500	\$ 384,462
Department: 41990 - RISK MANAGEMENT				
110-41990-110	SALARIES	\$ 85,000		\$ 85,000

110-41990-119	OTHER SALARIES	\$	100		\$	100
110-41990-134	CHRISTMAS BONUS	\$	60		\$	60
110-41990-141	PAYROLL TAX	\$	6,515		\$	6,515
110-41990-142	HEALTH INSURANCE	\$	14,604		\$	14,604
110-41990-143	RETIREMENT	\$	6,174		\$	6,174
110-41990-147	UNEMPLOYMENT INSURANCE	\$	21		\$	21
110-41990-221	PRINTING, STATIONERY, FORMS	\$	100		\$	100
110-41990-235	MEMBERSHIPS, REGISTRATION FEES, TUITION	\$	1,000		\$	1,000
110-41990-246	CELL PHONES	\$	500		\$	500
110-41990-280	TRAVEL	\$	500		\$	500
110-41990-284	MEALS AND ENTERTAINMENT	\$	200		\$	200
110-41990-285	TRAINING	\$	1,000		\$	1,000
110-41990-310	OFFICE SUPPLIES	\$	500		\$	500
110-41990-314	COMPUTER HARDWARE	\$	2,000		\$	2,000
110-41990-320	OPERATING SUPPLIES	\$	1,500		\$	1,500
110-41990-510	PEP INSURANCE PREMIUMS	\$	1,500		\$	1,500
Department: 41990 - RISK MANAGEMENT Total:		\$	121,274	\$	-	\$ 121,274
Department: 42100 - POLICE						
110-42100-110	SALARIES	\$	3,911,383		\$	3,911,383
110-42100-112	SALARIES OVERTIME	\$	45,000		\$	45,000
110-42100-118	INSURANCE OPT OUT	\$	16,800		\$	16,800
110-42100-119	OTHER SALARIES	\$	55,200		\$	55,200
110-42100-134	CHRISTMAS BONUS	\$	18,500		\$	18,500
110-42100-141	OASI (EMPLOYER'S SHARE)	\$	308,424		\$	308,424
110-42100-142	HOSPITAL AND HEALTH INSURANCE	\$	1,259,495		\$	1,259,495
110-42100-143	EMPLOYEE RETIREMENT PLAN	\$	290,956		\$	290,956
110-42100-147	UNEMPLOYMENT INSURANCE	\$	1,533		\$	1,533
110-42100-200	CONTRACTUAL SERVICES	\$	169,315		\$	169,315
110-42100-211	POSTAGE, BOX RENT, ETC.	\$	700		\$	700
110-42100-216	RADIO AND TV SERVICES	\$	2,000		\$	2,000
110-42100-217	VEHICLE TOW SERVICE	\$	2,000		\$	2,000
110-42100-220	PRINTING, DUPLICATING, TYPING, AND BINDING	\$	6,000		\$	6,000
110-42100-231	PUBLICATION OF FORMAL AND LEGAL NOTICES	\$	500		\$	500
110-42100-234	TAX, LAW OR OTHER SERVICES ON A SUBSCRIPTION BASIS	\$	3,000		\$	3,000
110-42100-235	MEMBERSHIPS, REGISTRATION FEES, AND TUITION	\$	3,000		\$	3,000
110-42100-236	PUBLIC RELATIONS & EDC / RETAIL STRATEGIES	\$	8,000		\$	8,000
110-42100-237	REFERENCE MATS & PUBL/ACCREDITATIONS	\$	2,500		\$	2,500
110-42100-238	TUITION REIMBURSEMENT	\$	6,000		\$	6,000
110-42100-241	ELECTRIC	\$	15,500		\$	15,500
110-42100-242	WATER/SEWER	\$	4,000		\$	4,000
110-42100-244	GAS	\$	3,000		\$	3,000
110-42100-245	TELEPHONE AND OTHER COMMUNICATIONS	\$	8,000		\$	8,000
110-42100-246	Cell Phones	\$	58,000		\$	58,000
110-42100-248	STORMWATER FEES	\$	1,000		\$	1,000
110-42100-251	MEDICAL, DENTAL, VETERINARY, AND VITAL STATISTICS	\$	8,000		\$	8,000
110-42100-255	SOFTWARE MAINTENANCE	\$	81,000		\$	81,000
110-42100-259	PROFESSIONAL SVCS-APPRAISAL, SURVEYS, TAX BILLING	\$	500		\$	500
110-42100-260	REPAIR AND MAINTENANCE SERVICES/CITY HALL REMODEL	\$	3,000		\$	3,000
110-42100-261	REPAIR AND MAINTENANCE MOTOR VEHICLES	\$	120,000		\$	120,000
110-42100-262	REPAIR & MAINTENANCE OTHER MACHINERY & EQUIPMENT	\$	14,000		\$	14,000
110-42100-267	REPAIR AND MAINTENANCE BUILDINGS OTHER	\$	10,000	\$	5,000	\$ 15,000
110-42100-268	REPAIR & MAINTENANCE ROADS & STREETS/TRAFFIC CONES	\$	5,000		\$	5,000
110-42100-269	REPAIR & MAINTENANCE OTHER REPAIR & MAINTENANCE	\$	1,000		\$	1,000
110-42100-270	SEXUAL OFFENDER ENFORCEMENT	\$	1,300		\$	1,300
110-42100-274	POLICE ACADEMY	\$	30,000		\$	30,000
110-42100-280	TRAVEL	\$	20,000		\$	20,000
110-42100-283	OUT-OF-TOWN EXPENSE	\$	18,000		\$	18,000
110-42100-284	MEALS AND ENTERTAINMENT FOR OTHERS	\$	2,500		\$	2,500
110-42100-294	INTERNET CRIMES AGAINST CHILDREN	\$	15,000		\$	15,000
110-42100-295	TN HIGHWAY SAFETY GRANT	\$	-	\$	25,000	\$ 25,000
110-42100-310	OFFICE SUPPLIES AND MATERIALS	\$	17,000		\$	17,000
110-42100-313	COMPUTER SOFTWARE	\$	83,000		\$	83,000
110-42100-314	COMPUTER HARDWARE	\$	32,000		\$	32,000
110-42100-316	RADIOS	\$	66,000		\$	66,000
110-42100-317	ECITATION EXPENSE	\$	2,200		\$	2,200
110-42100-320	OPERATING SUPPLIES	\$	6,929		\$	6,929

110-42100-321	POLYMER WWTP / FIREARMS / WEAPONS - PD	\$	50,000		\$	50,000	
110-42100-322	CHEM, LAB, & MED/SAFETY-PD/EMT-FIRE/SALT-STREETS	\$	5,000		\$	5,000	
110-42100-323	RESERVE OFFICER EQUIPMENT	\$	10,000		\$	10,000	
110-42100-325	RECREATION SUPPLIES / EVIDENCE - PD	\$	10,000		\$	10,000	
110-42100-326	CLOTHING AND UNIFORMS	\$	122,122		\$	122,122	
110-42100-327	SPECIALIZED UNITS (SRT,CIRT, TRAFFIC)	\$	53,815		\$	53,815	
110-42100-328	EDUCATIONAL SUPPLIES	\$	2,000		\$	2,000	
110-42100-329	OTHER OP SUPPLIES/CANINE/WWTP LAB ANALYSIS CONTRACT	\$	10,000		\$	10,000	
110-42100-331	GAS, OIL, DIESEL FUEL, GREASE, ETC.	\$	184,000		\$	184,000	
110-42100-332	AUTOMOTIVE SUPPLIES	\$	35,000		\$	35,000	
110-42100-334	TIRES, TUBES AND ETC.	\$	27,000		\$	27,000	
110-42100-510	PEP INSURANCE COVERAGE	\$	210,000		\$	210,000	
110-42100-531	BUILDING AND OFFICE RENTAL	\$	58,500		\$	58,500	
110-42100-534	PROPERTY TAXES FOR BLDG LEASE	\$	6,600		\$	6,600	
110-42100-535	TRAINING-FIRING RANGE FACILITY LEASE	\$	12,000		\$	12,000	
110-42100-570	SEXUAL OFFENDER REGISTRY	\$	600		\$	600	
110-42100-700	GRANTS, CONTRIBUTIONS, INDEMNITIES, AND OTHER	\$	5,000		\$	5,000	
110-42100-790	OTHER GRANTS, CONTRIBUTIONS, AND INDEMNITIES - NO	\$	2,500		\$	2,500	
110-42100-941	VEHICLES	\$	909,719	\$	62,000	\$	971,719
110-42100-986	CIRT SOFTWARE	\$	31,321		\$	31,321	
Department: 42100 - POLICE Total:		\$	8,481,412	\$	92,000	\$	8,573,412
Department: 42165 - DISPATCH							
110-42165-200	CONTRACTUAL SERVICES	\$	22,630		\$	22,630	
110-42165-241	ELECTRIC	\$	2,000		\$	2,000	
110-42165-246	Cell Phones	\$	600		\$	600	
110-42165-258	SECURITY CAMERAS & ALARMS / TDEC PERMIT FEE	\$	3,500		\$	3,500	
110-42165-262	REPAIR & MAINTENANCE OTHER MACHINERY & EQUIPMENT	\$	2,000		\$	2,000	
110-42165-297	Payment to Williamson County 911	\$	364,000		\$	364,000	
110-42165-510	PEP INSURANCE COVERAGE	\$	1,000		\$	1,000	
Department: 42165 - DISPATCH Total:		\$	395,730	\$	-	\$	395,730
Department: 42200 - FIRE							
110-42200-110	SALARIES	\$	3,612,035		\$	3,612,035	
110-42200-112	SALARIES OVERTIME	\$	90,000		\$	90,000	
110-42200-118	INSURANCE OPT OUT	\$	3,000		\$	3,000	
110-42200-119	OTHER SALARIES	\$	42,400		\$	42,400	
110-42200-134	CHRISTMAS BONUS	\$	18,200		\$	18,200	
110-42200-141	OASI (EMPLOYER'S SHARE)	\$	288,071		\$	288,071	
110-42200-142	HOSPITAL AND HEALTH INSURANCE	\$	1,272,386		\$	1,272,386	
110-42200-143	EMPLOYEE RETIREMENT PLAN	\$	269,815		\$	269,815	
110-42200-147	UNEMPLOYMENT INSURANCE	\$	1,866		\$	1,866	
110-42200-200	CONTRACTUAL SERVICES	\$	20,000		\$	20,000	
110-42200-211	POSTAGE, BOX RENT, ETC.	\$	100		\$	100	
110-42200-235	MEMBERSHIPS, REGISTRATION FEES, AND TUITION	\$	5,000		\$	5,000	
110-42200-236	PUBLIC RELATIONS & EDC / RETAIL STRATEGIES	\$	8,000		\$	8,000	
110-42200-238	TUITION REIMBURSEMENT	\$	6,000		\$	6,000	
110-42200-241	ELECTRIC	\$	25,000		\$	25,000	
110-42200-242	WATER/SEWER	\$	12,000		\$	12,000	
110-42200-244	GAS	\$	13,000		\$	13,000	
110-42200-245	LAND LINES AND INTERNET	\$	26,000		\$	26,000	
110-42200-246	Cell Phones	\$	19,438		\$	19,438	
110-42200-248	STORMWATER FEES	\$	800		\$	800	
110-42200-254	ENGINEERING	\$	5,000		\$	5,000	
110-42200-261	REPAIR AND MAINTENANCE MOTOR VEHICLES	\$	60,000		\$	60,000	
110-42200-262	REPAIR & MAINTENANCE OTHER MACHINERY & EQUIPMENT	\$	10,000		\$	10,000	
110-42200-265	REPAIR & MAINTENANCE GROUNDS & GROUND IMPROVEMENT	\$	70,789		\$	70,789	
110-42200-266	REPAIRS & MAINT - GROUNDS & IMPROVEMENT	\$	70,000		\$	70,000	
110-42200-269	REPAIR & MAINT-OTHER	\$	21,500		\$	21,500	
110-42200-280	TRAVEL AND TRAINING	\$	64,154		\$	64,154	
110-42200-284	MEALS AND ENTERTAINMENT FOR OTHERS	\$	700		\$	700	
110-42200-291	AMBULANCE, CLINIC, AND HOSPITAL SERVICES	\$	46,500		\$	46,500	
110-42200-310	OFFICE SUPPLIES AND MATERIALS	\$	3,000		\$	3,000	
110-42200-316	RADIOS	\$	6,500		\$	6,500	
110-42200-320	OPERATING SUPPLIES	\$	50,000		\$	50,000	
110-42200-322	CHEM, LAB, & MED/SAFETY-PD/EMT-FIRE/SALT-STREETS	\$	31,300		\$	31,300	
110-42200-326	CLOTHING AND UNIFORMS	\$	50,500		\$	50,500	
110-42200-331	GAS, OIL, DIESEL FUEL, GREASE, ETC.	\$	33,000		\$	33,000	

110-42200-344	TURNOUT GEAR	\$	77,000		\$	77,000
110-42200-345	FIREFIGHTING TOOLS	\$	82,224		\$	82,224
110-42200-510	PEP INSURANCE COVERAGE	\$	115,000		\$	115,000
110-42200-621	DEBT PRINCIPAL PAYMENT 2019 LADDER TRUCK	\$	155,000		\$	155,000
110-42200-623	2014 GO Bond Principal	\$	91,000		\$	91,000
110-42200-624	PUMPER TRUCK - PRINCIPAL PAYMENT	\$	60,000		\$	60,000
110-42200-641	DEBT INTEREST PAYMENT 2019 LADDER TRUCK	\$	52,000		\$	52,000
110-42200-643	2014 GO Bond Interest	\$	45,000		\$	45,000
110-42200-644	INTEREST PAYMENT - PUMPER TRUCK	\$	31,500		\$	31,500
110-42200-692	BOND SALES EXPENSE	\$	13,478		\$	13,478
110-42200-790	OTHER GRANTS, CONTRIBUTIONS, AND INDEMNITIES - NO	\$	2,500		\$	2,500
110-42200-941	VEHICLES	\$	80,988		\$	80,988
110-42200-942	EQUIPMENT	\$	47,000		\$	47,000
110-42200-943	VEHICLES FIRE APPARATUS	\$	140,000		\$	140,000
Department: 42200 - FIRE Total:		\$	7,248,744	\$	-	\$ 7,248,744
Department: 43100 - HIGWAYS AND STREETS						
110-43100-110	SALARIES	\$	1,259,330		\$	1,259,330
110-43100-112	SALARIES OVERTIME	\$	13,000		\$	13,000
110-43100-118	INSURANCE OPT OUT	\$	-		\$	-
110-43100-119	OTHER SALARIES	\$	31,200		\$	31,200
110-43100-134	CHRISTMAS BONUS	\$	4,750		\$	4,750
110-43100-141	OASI (EMPLOYER'S SHARE)	\$	89,909		\$	89,909
110-43100-142	HOSPITAL AND HEALTH INSURANCE	\$	431,659		\$	431,659
110-43100-143	EMPLOYEE RETIREMENT PLAN	\$	85,208		\$	85,208
110-43100-147	UNEMPLOYMENT INSURANCE	\$	588		\$	588
110-43100-200	CONTRACTUAL SERVICES	\$	94,700		\$	94,700
110-43100-211	POSTAGE, BOX RENT, ETC.	\$	100		\$	100
110-43100-235	MEMBERSHIPS, REGISTRATION FEES, AND TUITION	\$	14,500		\$	14,500
110-43100-238	TUITION REIMBURSEMENT	\$	6,000		\$	6,000
110-43100-241	ELECTRIC	\$	10,000		\$	10,000
110-43100-242	WATER/SEWER	\$	4,000		\$	4,000
110-43100-244	GAS	\$	4,000		\$	4,000
110-43100-245	TELEPHONE AND OTHER COMMUNICATIONS	\$	13,000		\$	13,000
110-43100-246	Cell Phones	\$	3,150	\$	5,000	\$ 8,150
110-43100-247	STREET LIGHTING (ELECTRIC AND MAINT.)	\$	380,000		\$	380,000
110-43100-254	ARCHITECTURAL, ENGINEERING, AND LANDSCAPING SERVIC	\$	10,000		\$	10,000
110-43100-260	REPAIR AND MAINTENANCE SERVICES/CITY HALL REMODEL	\$	1,000		\$	1,000
110-43100-261	REPAIR AND MAINTENANCE MOTOR VEHICLES	\$	40,000		\$	40,000
110-43100-262	REPAIR & MAINTENANCE OTHER MACHINERY & EQUIPMENT	\$	22,000	\$	7,000	\$ 29,000
110-43100-265	REPAIR & MAINTENANCE GROUNDS & GROUND IMPROVEME	\$	78,000		\$	78,000
110-43100-266	REPAIR & MAINTENANCE GROUNDS & GROUND IMPROVEME	\$	15,000	\$	100,000	\$ 115,000
110-43100-268	REPAIR & MAINTENANCE ROADS & STREETS/TRAFFIC CONES	\$	1,551,198		\$	1,551,198
110-43100-271	SIDEWALK REPAIR (EXISTING)	\$	20,000		\$	20,000
110-43100-272	SIDEWALK NEW	\$	205,000		\$	205,000
110-43100-273	SIDEWALK CONNECTIONS	\$	-	\$	80,000	\$ 80,000
110-43100-280	TRAVEL	\$	2,000		\$	2,000
110-43100-284	MEALS AND ENTERTAINMENT FOR OTHERS	\$	200		\$	200
110-43100-291	AMBULANCE, CLINIC, AND HOSPITAL SERVICES	\$	1,000		\$	1,000
110-43100-310	OFFICE SUPPLIES AND MATERIALS	\$	5,000		\$	5,000
110-43100-317	PARTS AND SUPPLIES - IN HOUSE MECHANIC	\$	50,000		\$	50,000
110-43100-319	Safety Supplies Program	\$	800		\$	800
110-43100-320	OPERATING SUPPLIES	\$	55,000		\$	55,000
110-43100-322	CHEM, LAB, & MED/SAFETY-PD/EMT-FIRE/SALT-STREETS	\$	7,000		\$	7,000
110-43100-326	CLOTHING AND UNIFORMS	\$	28,500		\$	28,500
110-43100-331	GAS, OIL, DIESEL FUEL, GREASE, ETC.	\$	50,100		\$	50,100
110-43100-423	GUARD RAILS	\$	35,000		\$	35,000
110-43100-424	STREET SIGNS & POSTS	\$	30,000		\$	30,000
110-43100-510	PEP INSURANCE COVERAGE	\$	90,000		\$	90,000
110-43100-533	MACHINERY AND EQUIPMENT RENTAL	\$	5,000		\$	5,000
110-43100-790	OTHER GRANTS, CONTRIBUTIONS, AND INDEMNITIES - NO	\$	-		\$	-
110-43100-900	CAPITAL OUTLAY	\$	22,000		\$	22,000
110-43100-913	LAND RIGHTS & EASEMENTS / RIGHTS OF WAY	\$	193,859		\$	193,859
110-43100-929	PORTABLE BUILDINGS	\$	135,459		\$	135,459
110-43100-930	OLD TOWN SIDEWALKS	\$	325,000		\$	325,000
110-43100-932	SIGNALIZATION	\$	60,000		\$	60,000
110-43100-933	ELECTRONIC MESSAGE BOARD	\$	26,000		\$	26,000

110-43100-935	BRIDGE TO WWTP	\$	-		\$	-	
110-43100-942	GENERAL PURPOSE MACHINERY & EQUIP & OTHER VEHICLES	\$	68,500		\$	68,500	
110-43100-943	TRENCHING SAFETY EQUIPMENT/VEHICLES FIRE APPARATUS	\$	97,000		\$	97,000	
110-43100-944	EQUIPMENT	\$	-	\$	32,000	\$	32,000
Department: 43100 - HIGWAYS AND STREETS Total:		\$	5,674,710	\$	224,000	\$	5,898,710
Department: 44700 - PARKS							
110-44700-110	SALARIES	\$	308,842		\$	308,842	
110-44700-112	SALARIES OVERTIME	\$	1,000		\$	1,000	
110-44700-115	PARKS	\$	65,000		\$	65,000	
110-44700-134	CHRISTMAS BONUS	\$	1,450		\$	1,450	
110-44700-141	OASI (EMPLOYER'S SHARE)	\$	28,786		\$	28,786	
110-44700-142	HOSPITAL AND HEALTH INSURANCE	\$	54,532		\$	54,532	
110-44700-143	EMPLOYEE RETIREMENT PLAN	\$	27,281		\$	27,281	
110-44700-147	UNEMPLOYMENT INSURANCE	\$	158		\$	158	
110-44700-200	CONTRACTUAL SERVICES	\$	13,950		\$	13,950	
110-44700-201	CONTRACTUAL SERVICES - PARKS	\$	1,500		\$	1,500	
110-44700-221	PRINTING, STATIONERY, FORMS	\$	1,500		\$	1,500	
110-44700-235	MEMBERSHIPS, REGISTRATION FEES, AND TUITION	\$	700		\$	700	
110-44700-238	TUITION REIMBURSEMENT	\$	6,000		\$	6,000	
110-44700-241	ELECTRIC	\$	47,000		\$	47,000	
110-44700-242	WATER/SEWER	\$	25,000		\$	25,000	
110-44700-244	GAS	\$	3,000		\$	3,000	
110-44700-245	TELEPHONE LAND LINES AND INTERNET	\$	8,000		\$	8,000	
110-44700-246	Cell Phones	\$	3,300		\$	3,300	
110-44700-248	STORMWATER FEES	\$	5,800		\$	5,800	
110-44700-254	ENGINEERING	\$	22,500		\$	22,500	
110-44700-261	REPAIR AND MAINTENANCE MOTOR VEHICLES	\$	2,000		\$	2,000	
110-44700-265	REPAIR & MAINTENANCE GROUNDS & GROUND IMPROVEME	\$	28,500		\$	28,500	
110-44700-266	REPAIR & MAINTENANCE GROUNDS & GROUND IMPROVEME	\$	14,500		\$	14,500	
110-44700-280	TRAVEL	\$	2,000		\$	2,000	
110-44700-284	MEALS AND ENTERTAINMENT FOR OTHERS	\$	2,500		\$	2,500	
110-44700-310	Office Supplies	\$	2,000		\$	2,000	
110-44700-320	OPERATING SUPPLIES	\$	17,500	\$	9,250	\$	26,750
110-44700-321	OPERATING SUPPLIES, PARKS	\$	11,000		\$	11,000	
110-44700-326	CLOTHING AND UNIFORMS	\$	1,800		\$	1,800	
110-44700-331	GAS, OIL, DIESEL FUEL, GREASE, ETC.	\$	10,000		\$	10,000	
110-44700-332	AUTOMOTIVE SUPPLIES	\$	500		\$	500	
110-44700-340	REPAIR & MAINTENANCE SUPPLIES	\$	1,000		\$	1,000	
110-44700-341	REPAIRS & MAINTENANCE SUPPLIES - PARKS	\$	15,000		\$	15,000	
110-44700-510	PEP INSURANCE COVERAGE	\$	16,000		\$	16,000	
110-44700-533	MACHINERY & EQUIP RENTAL	\$	1,000		\$	1,000	
110-44700-534	MACHINERY & EQUIPMENT PARKS	\$	500		\$	500	
110-44700-790	OTHER GRANTS, CONTRIBUTIONS, AND INDEMNITIES - NO	\$	21,720		\$	21,720	
110-44700-915	TRAILWAYS AND GREENWAYS	\$	393,091		\$	393,091	
110-44700-917	DERRYBERRY LN MOUNTAIN BIKE TRAIL	\$	20,000		\$	20,000	
110-44700-937	PARKS AND RECREATION FACILITIES	\$	7,500		\$	7,500	
110-44700-940	SKATE PARK PHASE 2	\$	25,000		\$	25,000	
110-44700-941	VEHICLES	\$	70,000		\$	70,000	
110-44700-942	GENERAL PURPOSE MACHINERY & EQUIP & OTHER VEHICLES	\$	130,000		\$	130,000	
110-44700-982	PARK LAND ACQ ANNUAL CONTRACT	\$	100,000		\$	100,000	
110-44700-983	BLEACHERS FOR ATHLETIC FIELD	\$	35,000		\$	35,000	
Department: 44700 - PARKS Total:		\$	1,553,410	\$	9,250	\$	1,562,660
Department: 44800 - LIBRARIES							
110-44800-110	SALARIES	\$	560,203		\$	560,203	
110-44800-114	INTERNSHIP SALARIES	\$	8,000		\$	8,000	
110-44800-118	INSURANCE OPT OUT	\$	2,400		\$	2,400	
110-44800-134	CHRISTMAS BONUS	\$	2,000		\$	2,000	
110-44800-141	OASI (EMPLOYER'S SHARE)	\$	43,804		\$	43,804	
110-44800-142	HOSPITAL AND HEALTH INSURANCE	\$	103,477		\$	103,477	
110-44800-143	EMPLOYEE RETIREMENT PLAN	\$	40,789		\$	40,789	
110-44800-147	UNEMPLOYMENT INSURANCE	\$	240		\$	240	
110-44800-200	CONTRACTUAL SERVICES	\$	29,000		\$	29,000	
110-44800-211	POSTAGE, BOX RENT, ETC.	\$	500		\$	500	
110-44800-233	SUBSCRIPTIONS TO NEWSPAPERS AND PERIODICALS	\$	15,000		\$	15,000	
110-44800-235	MEMBERSHIPS, REGISTRATION FEES, AND TUITION	\$	2,500		\$	2,500	
110-44800-241	ELECTRIC	\$	26,000		\$	26,000	

110-44800-242	WATER/SEWER	\$	5,000		\$	5,000	
110-44800-244	GAS	\$	3,500		\$	3,500	
110-44800-245	TELEPHONE AND OTHER COMMUNICATIONS	\$	6,500		\$	6,500	
110-44800-248	STORMWATER FEES	\$	1,100		\$	1,100	
110-44800-265	REPAIR & MAINTENANCE GROUNDS & GROUND IMPROVEME	\$	2,500		\$	2,500	
110-44800-266	REPAIR & MAINTENANCE GROUNDS & GROUND IMPROVEME	\$	4,000		\$	4,000	
110-44800-280	TRAVEL	\$	1,000		\$	1,000	
110-44800-284	MEALS AND ENTERTAINMENT FOR OTHERS	\$	200		\$	200	
110-44800-310	OFFICE SUPPLIES AND MATERIALS	\$	1,000		\$	1,000	
110-44800-314	COMPUTER HARDWARE	\$	2,000		\$	2,000	
110-44800-320	OPERATING SUPPLIES	\$	20,000		\$	20,000	
110-44800-361	BOOKS	\$	30,000		\$	30,000	
110-44800-362	DVDS	\$	7,000		\$	7,000	
110-44800-363	ELECTRONIC MEDIA	\$	20,000		\$	20,000	
110-44800-364	CHILDREN'S SUPPLIES	\$	1,200		\$	1,200	
110-44800-365	CHILDREN'S BOOKS	\$	20,000		\$	20,000	
110-44800-366	ILS CHARGES (POLARIS, CASSIE)	\$	14,000		\$	14,000	
110-44800-510	PEP INSURANCE COVERAGE	\$	5,000		\$	5,000	
110-44800-790	OTHER GRANTS, CONTRIBUTIONS, AND INDEMNITIES - NO	\$	1,000		\$	1,000	
110-44800-900	GRANTS-CAPITAL OUTLAY	\$	-	\$	32,087	\$	32,087
110-44800-953	COMPUTER HARDWARE	\$	8,000		\$	8,000	
Department: 44800 - LIBRARIES Total:		\$	986,913	\$	32,087	\$	1,019,000
Expense Total:		\$	35,092,657	\$	547,957	\$	35,640,614
Fund: 121 - STATE STREET AID FUND							
Revenue							
121-33551	STATE GASOLINE AND MOTOR FUEL TAX	\$	1,475,914		\$	1,475,914	
121-33552	STATE-CITY STREETS AND TRANSPORTATION	\$	80,278		\$	80,278	
121-33556	CLEBURNE RD	\$	400		\$	400	
121-36100	INTEREST EARNINGS	\$	-		\$	-	
Revenue Total:		\$	1,556,592	\$	-	\$	1,556,592
Expense							
Department: 43190 - STATE STREET AID							
121-43190-254	ARCHITECTURAL, ENGINEERING, AND LANDSCAPING SERVIC	\$	13,972		\$	13,972	
121-43190-268	REPAIR & MAINTENANCE ROADS & STREETS/TRAFFIC CONES	\$	1,150,000		\$	1,150,000	
121-43190-290	ON-CALL TRAFFIC ENGINEERING	\$	-	\$	40,000	\$	40,000
121-43190-299	TRAFFIC CALMING	\$	40,000		\$	40,000	
121-43190-611	2014 GO Bond Principal-Reserve Blvd	\$	34,000		\$	34,000	
121-43190-613	2014 GO Bond Principal-Duplex Rd ROW	\$	75,000		\$	75,000	
121-43190-620	2016 CON Principal-Duplex ROW	\$	185,000		\$	185,000	
121-43190-630	2016 CON Interest-Duplex ROW	\$	13,376		\$	13,376	
121-43190-631	2014 GO Bond Interest-Reserve Blvd	\$	16,500		\$	16,500	
121-43190-633	2014 GO Bond Interest-Duplex Rd ROW	\$	37,000		\$	37,000	
121-43190-932	TRAFFIC SIGNALIZATION	\$	134,629		\$	134,629	
Department: 43190 - STATE STREET AID Total:		\$	1,699,477	\$	40,000	\$	1,739,477
Expense Total:		\$	1,699,477	\$	40,000	\$	1,739,477
Fund: 122 - ECITATIONS							
Revenue							
122-35101	E-Citations	\$	167		\$	167	
122-35102	E-Citations-PD	\$	667		\$	667	
122-35112	ECITATION TRAFFIC FEES	\$	1		\$	1	
122-36100	INTEREST EARNINGS	\$	-		\$	-	
Revenue Total:		\$	835	\$	-	\$	835
Expense							
Department: 42122 - ELECTRONIC TRAFFIC CITATION FEES							
122-42122-310	OFFICE SUPPLIES	\$	9,637		\$	9,637	
Department: 42122 - ELECTRONIC TRAFFIC CITATION FEES Total:		\$	9,637	\$	-	\$	9,637
Expense Total:		\$	9,637	\$	-	\$	9,637
Fund: 123 - NORTHFIELD FUND							
Revenue							
123-36100	INTEREST EARNINGS	\$	-	\$	-	\$	-
Revenue Total:		\$	-	\$	-	\$	-
Fund: 123 - NORTHFIELD FUND Total:		\$	-	\$	-	\$	-

Fund: 124 - IMPACT FEES FUND					
Revenue					
124-34316	IMPACT FEES REVENUES	\$	1,200,000		\$ 1,200,000
124-36100	INTEREST EARNINGS	\$	2,000		\$ 2,000
			Revenue Total:	\$	1,202,000
				\$	-
				\$	1,202,000
Expense					
Department: 43110 - IMPACT FEES EXPENSES					
124-43110-913	HWY 31 WIDENING	\$	125,000		\$ 125,000
124-43110-914	PETRA COMMONS	\$	125,000		\$ 125,000
124-43110-917	I-65 INTERCHANGE	\$	250,000		\$ 250,000
124-43110-918	BUCKNER ROAD WIDENING	\$	920,000		\$ 920,000
124-43110-919	BUCKNER LANE WIDENING	\$	400,000		\$ 400,000
124-43110-932	TRAFFIC SIGNALIZATION	\$	25,000		\$ 25,000
124-43110-939	TRAFFIC SIGNALS @ SATURN & KEDRON	\$	800,000		\$ 800,000
124-43110-986	COUNTRESS ROUNDABOUT	\$	610,000		\$ 610,000
			Department: 43110 - IMPACT FEES EXPENSES Total:	\$	3,255,000
				\$	-
			Expense Total:	\$	3,255,000
Fund: 125 - ADEQUATE FACILITIES/DEVELOPMENT TAX					
Revenue					
125-33441	ADEQUATE FACILITIES -ROADS	\$	300,000		\$ 300,000
125-33461	ADEQUATE FACILITIES- OTHER	\$	700,000		\$ 700,000
125-33810	CAPITAL IMPROVEMENT-WILLIAMSON COUNTY S	\$	510,000		\$ 510,000
125-36100	INTEREST EARNINGS	\$	500		\$ 500
125-36101	INTEREST-TRUST ACCT	\$	7,000		\$ 7,000
			Revenue Total:	\$	1,517,500
				\$	-
			Expense Total:	\$	1,517,500
Expense					
Department: 44420 - ADEQUATE FACILITIES/DEVELOPMENT TAX					
125-44420-200	CONTRACTUAL SERVICES	\$	1,500		\$ 1,500
125-44420-610	Williamson County Rec Ctr Principal	\$	355,000		\$ 355,000
125-44420-612	2014 GO Bond Principal-Port Royal Park	\$	187,000		\$ 187,000
125-44420-630	Williamson County Rec Ctr-Interest	\$	101,850		\$ 101,850
125-44420-633	2014 GO Bond Interest-Port Royal Park	\$	93,000		\$ 93,000
125-44420-760	OPERATING TSF TO GENERAL FUND	\$	40,000		\$ 40,000
125-44420-912	TOM LUNN ROAD	\$	1,433,037		\$ 1,433,037
125-44420-914	PUBLIC WORKS FACILITY	\$	189,451		\$ 189,451
125-44420-915	HARVEY PARK GREENWAY	\$	100,000		\$ 100,000
125-44420-918	FIRE STATION REHAB #1	\$	140,000		\$ 140,000
125-44420-919	FACILITIES ASSESSMENT	\$	25,000		\$ 25,000
125-44420-924	BUILDING IMPROVEMENTS-POLICE DEPARTMENT	\$	31,726		\$ 31,726
125-44420-926	ADEQUATE FACILITIES/DEVELOPMENT TAX	\$	200,000		\$ 200,000
125-44420-933	BUCKNER LANE WIDENING	\$	887,300		\$ 887,300
			Department: 44420 - ADEQUATE FACILITIES/DEVELOPMENT TAX Total:	\$	3,784,864
				\$	-
			Expense Total:	\$	3,784,864
Fund: 140 - TOURISM FUND					
Revenue					
140-31920	ROOM OCCUPANCY - HOTEL/MOTEL TAX	\$	150,000		\$ 150,000
140-36100	INTEREST INCOME	\$	-		\$ -
140-36210	RENTAL INCOME	\$	-		\$ -
			Revenue Total:	\$	150,000
				\$	-
			Expense Total:	\$	150,000
Expense					
Department: 47210 - DEPT OF TOURISM					
140-47210-200	CONTRACT SERVICES	\$	-		\$ -
140-47210-266	REPAIR AND MAINT BLDG	\$	15,000		\$ 15,000
140-47210-510	PEP INSURANCE PREMIUMS	\$	5,000		\$ 5,000
140-47210-725	RIPPAVILLA EXPENDITURES	\$	100,000		\$ 100,000
140-47210-923	BUILDING IMPROVEMENTS--RIPPAVILLA	\$	40,000		\$ 40,000
			Department: 47210 - DEPT OF TOURISM Total:	\$	160,000
				\$	-
			Expense Total:	\$	160,000
Fund: 210 - SANITATION FUND					
Revenue					
210-34410	RESIDENTIAL AND COMMERCIAL COLLECTION	\$	2,000,000		\$ 2,000,000
210-34440	RECYCLING COLLECTION	\$	800,000		\$ 800,000
210-34490	REFUSE - PENALTY FOR LATE PAYMENT	\$	21,000		\$ 21,000

210-36100	INTEREST EARNINGS	\$	500		\$	500	
210-36410	MISC REFUNDS AND REBATES	\$	-		\$	-	
			Revenue Total:	\$	2,821,500	\$	2,821,500
Expense							
Department: 43200 - SANITATION SERVICES							
210-43200-200	CONTRACTUAL SERVICES	\$	80,000		\$	80,000	
210-43200-289	MARSHALL CO - RECYCLING PROCESSING FEES	\$	126,000	\$	86,400	\$	212,400
210-43200-290	RECYCLE HAULING EXPENSE	\$	500,000		\$	500,000	
210-43200-298	SANITATION FEES PAYABLE TO VENDOR	\$	1,700,000		\$	1,700,000	
210-43200-790	MISCELLANEOUS CHARGES	\$	-		\$	-	
			Department: 43200 - SANITATION SERVICES Total:	\$	2,406,000	\$	86,400
			Expense Total:	\$	2,406,000	\$	86,400
Fund: 311 - CAPITAL PROJECTS FUND							
Revenue							
311-36100	INTEREST EARNINGS	\$	600		\$	600	
311-36961	TRANSFER FROM GENERAL FUND	\$	5,163,465		\$	5,163,465	
			Revenue Total:	\$	5,164,065	\$	5,164,065
Expense							
Department: 43130 - CAP PROJ FUND							
311-43130-611	BOND PRINCIPAL PAYMENT	\$	740,000		\$	740,000	
311-43130-631	BOND INTEREST PAYMENT	\$	775,850		\$	775,850	
311-43130-914	BUCKNER RD TRANSITION	\$	668,820		\$	668,820	
311-43130-915	BUCKNER RD EXT - WEST	\$	7,575,115		\$	7,575,115	
311-43130-916	BUCKNER RD EXT - EAST	\$	13,480,400		\$	13,480,400	
311-43130-917	I-65 INTERCHANGE	\$	926,708		\$	926,708	
311-43130-918	POLICE TRAINING FACILITY	\$	395,000		\$	395,000	
311-43130-923	LIBRARY	\$	25,000		\$	25,000	
311-43130-933	BUCKNER LANE WIDENING	\$	900,000		\$	900,000	
311-43130-984	POLICE DEPARTMENT	\$	25,000		\$	25,000	
			Department: 43130 - CAP PROJ FUND Total:	\$	25,511,893	\$	-
			Expense Total:	\$	25,511,893	\$	-
Fund: 410 - WATER AND SEWER FUND							
Revenue							
410-33556	STATE REIMB - CLEBURNE RD	\$	53,288		\$	53,288	
410-33557	STATE REIMB - PROJECT SHOTGUN	\$	6,641		\$	6,641	
410-33558	STATE REIMB - SATURN EXTENSION	\$	23,752		\$	23,752	
410-33559	STATE REIM - DUPLEX RD	\$	410		\$	410	
410-33700	GRANTS-OTHER	\$	2,510,000	\$	(1,784,982)	\$	725,018
410-34137	CC PROCESSING FEE	\$	127,000		\$	127,000	
410-36100	INTEREST EARNINGS	\$	12,000		\$	12,000	
410-36101	INTEREST-TRUST ACCT	\$	10,000		\$	10,000	
410-36102	INTEREST-WDF TRUST ACCT	\$	4,000		\$	4,000	
410-36103	INTEREST-SDF TRUST ACCT	\$	10,000		\$	10,000	
410-37110	METERED WATER SALES	\$	6,600,000		\$	6,600,000	
410-37190	MANHOLE COVER SALES	\$	-		\$	-	
410-37191	RECONNECTION FEES	\$	27,000		\$	27,000	
410-37192	WATER SIGN UP FEE	\$	90,000		\$	90,000	
410-37193	COLLECTION AGENCY SERVICE FEES	\$	-		\$	-	
410-37194	SALES OF MATERIALS	\$	180,000		\$	180,000	
410-37196	WATER TAP FEES	\$	900,000		\$	900,000	
410-37198	WATER FEES-HB&TS	\$	-		\$	-	
410-37199	WATER DEVELOPMENT FEE-RESERVE	\$	515,000		\$	515,000	
410-37210	SEWER SERVICE CHARGES	\$	6,600,000		\$	6,600,000	
410-37291	FORFEITED DISCOUNTS AND PENALTIES	\$	75,000		\$	75,000	
410-37296	SEWER TAP FEES	\$	750,000		\$	750,000	
410-37298	SEWER DEVELOPMENT FEES - RESERVES	\$	1,350,000		\$	1,350,000	
410-37299	MISCELLANEOUS	\$	2,500		\$	2,500	
410-37400	WTP DIVIDENDS	\$	1,000		\$	1,000	
410-37502	STATE REIMBURSEMENTS LAB TESTS	\$	5,000		\$	5,000	
			Revenue Total:	\$	19,852,591	\$	(1,784,982)
			Expense Total:	\$	18,067,609	\$	18,067,609
Expense							
Department: 52100 - WATER DISTRIBUTION							
410-52100-110	SALARIES	\$	543,613		\$	543,613	
410-52100-112	SALARIES OVERTIME	\$	10,000		\$	10,000	

410-52100-119	OTHER SALARIES	\$	-		\$	-	
410-52100-134	CHRISTMAS BONUS	\$	2,600		\$	2,600	
410-52100-141	OASI (EMPLOYER'S SHARE)	\$	42,551		\$	42,551	
410-52100-142	HOSPITAL AND HEALTH INSURANCE	\$	185,826		\$	185,826	
410-52100-143	EMPLOYEE RETIREMENT PLAN	\$	40,325		\$	40,325	
410-52100-147	UNEMPLOYMENT INSURANCE	\$	231		\$	231	
410-52100-200	CONTRACTUAL SERVICES	\$	103,000		\$	103,000	
410-52100-235	MEMBERSHIPS, REGISTRATION FEES, AND TUITION	\$	40,000		\$	40,000	
410-52100-238	MPO, RTA, S CENTRAL HUMAN RSRCE AGENCY/DRATAC DUE	\$	65,000		\$	65,000	
410-52100-241	ELECTRIC	\$	80,000		\$	80,000	
410-52100-244	GAS	\$	2,000		\$	2,000	
410-52100-245	TELEPHONE AND OTHER COMMUNICATIONS	\$	-		\$	-	
410-52100-246	CELL PHONES	\$	12,000		\$	12,000	
410-52100-251	MEDICAL, DENTAL, VETERINARY, AND VITAL STATISTICS	\$	300		\$	300	
410-52100-254	ARCHITECTURAL, ENGINEERING, AND LANDSCAPING SERVIC	\$	60,000		\$	60,000	
410-52100-260	REPAIR AND MAINTENANCE SERVICES/CITY HALL REMODEL	\$	2,500		\$	2,500	
410-52100-261	REPAIR AND MAINTENANCE MOTOR VEHICLES	\$	22,750		\$	22,750	
410-52100-262	REPAIR & MAINTENANCE OTHER MACHINERY & EQUIPMENT	\$	30,000		\$	30,000	
410-52100-266	REPAIR & MAINTENANCE GROUNDS & GROUND IMPROVEME	\$	1,000		\$	1,000	
410-52100-269	REPAIR & MAINTENANCE OTHER REPAIR & MAINTENANCE	\$	345,000		\$	345,000	
410-52100-271	SIDEWALK REPAIR AND MAINT	\$	20,000		\$	20,000	
410-52100-280	TRAVEL	\$	1,000		\$	1,000	
410-52100-284	MEALS AND ENTERTAINMENT FOR OTHERS	\$	200		\$	200	
410-52100-291	AMBULANCE, CLINIC, AND HOSPITAL SERVICES	\$	1,000		\$	1,000	
410-52100-310	OFFICE SUPPLIES AND MATERIALS	\$	500		\$	500	
410-52100-314	COMPUTER HARDWARE	\$	1,500		\$	1,500	
410-52100-320	OPERATING SUPPLIES	\$	110,000		\$	110,000	
410-52100-324	HOUSEHOLD AND JANITORIAL SUPPLIES	\$	500		\$	500	
410-52100-326	CLOTHING AND UNIFORMS	\$	11,750		\$	11,750	
410-52100-331	GAS, OIL, DIESEL FUEL, GREASE, ETC.	\$	40,000		\$	40,000	
410-52100-332	AUTOMOTIVE PARTS	\$	4,000		\$	4,000	
410-52100-340	REPAIR & MAINTENANCE SUPPLIES	\$	3,000		\$	3,000	
410-52100-353	WATER PURCHASED FOR RESALE	\$	750,000		\$	750,000	
410-52100-391	WATER METERS FOR RESALE	\$	200,000		\$	200,000	
410-52100-392	FIRE HYDRANTS	\$	70,000		\$	70,000	
410-52100-393	WATER METER REPLACEMENTS	\$	450,000		\$	450,000	
410-52100-510	PEP INSURANCE COVERAGE	\$	60,000		\$	60,000	
410-52100-533	MACHINERY AND EQUIPMENT RENTAL	\$	1,500		\$	1,500	
410-52100-540	DEPRECIATION EXPENSE-WATER	\$	900,000		\$	900,000	
410-52100-592	PAYMENTS IN LIEU OF TAXES	\$	161,010		\$	161,010	
410-52100-596	TENNESSEE STATE FEES	\$	23,500		\$	23,500	
410-52100-790	OTHER GRANTS, CONTRIBUTIONS, AND INDEMNITIES - NO	\$	1,000		\$	1,000	
410-52100-903	WATER RELOCATION - CLEBURNE	\$	68,121		\$	68,121	
410-52100-906	WATER RELOCATION PROJECT SHOTGUN	\$	1,700,000		\$	1,700,000	
410-52100-907	WATER RELOCATION - PRO SHOTGUN	\$	563		\$	563	
410-52100-908	SHOP	\$	75,000		\$	75,000	
410-52100-933	WATER BOOSTER STATION - HWY 31	\$	1,784,982		\$	1,784,982	
410-52100-934	DEPOT STREET WATER LINE UPGRADE	\$	25,000		\$	25,000	
410-52100-941	VEHICLES	\$	172,735		\$	172,735	
410-52100-957	DUPLEX RD - WATER RELOCATION	\$	430		\$	430	
410-52100-959	SATURN PKWY INTERCHANGE PROJECT	\$	197		\$	197	
410-52100-985	TOM LUNN WATER LINE REPAIR	\$	158,400	\$	(158,400)	\$	-
Department: 52100 - WATER DISTRIBUTION Total:		\$	8,384,584	\$	(158,400)	\$	8,226,184
Department: 52110 - WATER TREATMENT							
410-52110-110	SALARIES	\$	543,613		\$	543,613	
410-52110-112	SALARIES OVERTIME	\$	16,000		\$	16,000	
410-52110-134	CHRISTMAS BONUS	\$	3,100		\$	3,100	
410-52110-141	OASI (EMPLOYER'S SHARE)	\$	43,048		\$	43,048	
410-52110-142	HOSPITAL AND HEALTH INSURANCE	\$	154,031		\$	154,031	
410-52110-143	EMPLOYEE RETIREMENT PLAN	\$	40,797		\$	40,797	
410-52110-147	UNEMPLOYMENT INSURANCE	\$	210		\$	210	
410-52110-200	CONTRACTUAL SERVICES	\$	25,000		\$	25,000	
410-52110-211	POSTAGE, BOX RENT, ETC.	\$	1,500		\$	1,500	
410-52110-235	MEMBERSHIPS, REGISTRATION FEES, AND TUITION	\$	10,000		\$	10,000	
410-52110-236	PUBLIC RELATIONS	\$	2,500		\$	2,500	
410-52110-241	ELECTRIC	\$	330,000		\$	330,000	

410-52110-242	WATER	\$	1,500	\$	1,500
410-52110-245	TELEPHONE AND OTHER COMMUNICATIONS	\$	8,000	\$	8,000
410-52110-246	CELL PHONES	\$	2,500	\$	2,500
410-52110-248	STORMWATER FEES	\$	1,200	\$	1,200
410-52110-251	MEDICAL, DENTAL, VETERINARY, AND VITAL STATISTICS	\$	500	\$	500
410-52110-254	ARCHITECTURAL, ENGINEERING, AND LANDSCAPING SERVICE	\$	15,000	\$	15,000
410-52110-261	REPAIR AND MAINTENANCE MOTOR VEHICLES	\$	2,000	\$	2,000
410-52110-262	REPAIR & MAINTENANCE OTHER MACHINERY & EQUIPMENT	\$	75,000	\$	75,000
410-52110-265	REPAIR & MAINTENANCE GROUNDS & GROUND IMPROVEMENT	\$	1,000	\$	1,000
410-52110-266	REPAIR & MAINTENANCE GROUNDS & GROUND IMPROVEMENT	\$	34,000	\$	34,000
410-52110-280	TRAVEL	\$	2,000	\$	2,000
410-52110-284	MEALS AND ENTERTAINMENT FOR OTHERS	\$	800	\$	800
410-52110-291	AMBULANCE, CLINIC, AND HOSPITAL SERVICES	\$	200	\$	200
410-52110-294	OPERATING EXPENSES MACHINERY AND EQUIPMENT RENTAL	\$	2,000	\$	2,000
410-52110-310	OFFICE SUPPLIES AND MATERIALS	\$	1,500	\$	1,500
410-52110-320	OPERATING SUPPLIES	\$	275,000	\$	275,000
410-52110-322	CHEM, LAB, & MED/SAFETY-PD/EMT-FIRE/SALT-STREETS	\$	15,000	\$	15,000
410-52110-324	HOUSEHOLD AND JANITORIAL SUPPLIES	\$	2,000	\$	2,000
410-52110-326	CLOTHING AND UNIFORMS	\$	5,000	\$	5,000
410-52110-329	OTHER OP SUPPLIES/CANINE/WWTP LAB ANALYSIS CONTRACT	\$	15,500	\$	15,500
410-52110-331	GAS, OIL, DIESEL FUEL, GREASE, ETC.	\$	9,000	\$	9,000
410-52110-510	PEP INSURANCE COVERAGE	\$	100,000	\$	100,000
410-52110-533	MACHINERY AND EQUIPMENT RENTAL	\$	2,500	\$	2,500
410-52110-596	TENNESSEE STATE FEES	\$	1,600	\$	1,600
410-52110-610	TN MUNI BOND FUND PRIN	\$	318,000	\$	318,000
410-52110-630	TN MUNI BOND FUND INTEREST	\$	86,500	\$	86,500
410-52110-635	FEES ON TML BONDS	\$	25,000	\$	25,000
410-52110-790	OTHER GRANTS, CONTRIBUTIONS, AND INDEMNITIES - NO	\$	1,000	\$	1,000
410-52110-921	BUILDING IMPROVEMENTS	\$	13,500	\$	13,500
410-52110-929	OTHER BUILDINGS	\$	9,500	\$	9,500
410-52110-944	WATER TREATMENT PLANT - CAPACITY UPGRADE	\$	800,000	\$	800,000
410-52110-949	OTHER MACHINERY AND EQUIPMENT	\$	291,737	\$	291,737
Department: 52110 - WATER TREATMENT Total:		\$	3,287,836	\$	3,287,836
Department: 52200 - WASTEWATER TREATMENT PLANT					
410-52200-110	SALARIES	\$	436,459	\$	436,459
410-52200-112	SALARIES OVERTIME	\$	7,500	\$	7,500
410-52200-118	INSURANCE OPT OUT	\$	5,500	\$	5,500
410-52200-134	CHRISTMAS BONUS	\$	2,000	\$	2,000
410-52200-141	OASI (EMPLOYER'S SHARE)	\$	34,537	\$	34,537
410-52200-142	HOSPITAL AND HEALTH INSURANCE	\$	117,963	\$	117,963
410-52200-143	EMPLOYEE RETIREMENT PLAN	\$	32,731	\$	32,731
410-52200-147	UNEMPLOYMENT INSURANCE	\$	168	\$	168
410-52200-149	ADOPTION ASSISTANCE	\$	8,000	\$	8,000
410-52200-200	CONTRACTUAL SERVICES	\$	-	\$	-
410-52200-235	MEMBERSHIPS, REGISTRATION FEES, AND TUITION	\$	8,000	\$	8,000
410-52200-241	ELECTRIC	\$	370,000	\$	370,000
410-52200-242	WATER/SEWER	\$	5,000	\$	5,000
410-52200-244	GAS	\$	12,000	\$	12,000
410-52200-245	TELEPHONE AND OTHER COMMUNICATIONS	\$	8,000	\$	8,000
410-52200-246	CELL PHONES	\$	600	\$	600
410-52200-248	STORMWATER FEES	\$	2,000	\$	2,000
410-52200-254	ARCHITECTURAL, ENGINEERING, AND LANDSCAPING SERVICE	\$	25,000	\$	25,000
410-52200-260	REPAIR AND MAINTENANCE SERVICES/CITY HALL REMODEL	\$	5,000	\$	5,000
410-52200-261	REPAIR AND MAINTENANCE MOTOR VEHICLES	\$	10,000	\$	10,000
410-52200-262	REPAIR & MAINTENANCE OTHER MACHINERY & EQUIPMENT	\$	100,000	\$	100,000
410-52200-263	Sludge removal	\$	370,000	\$	370,000
410-52200-265	REPAIR & MAINTENANCE GROUNDS & GROUND IMPROVEMENT	\$	6,000	\$	6,000
410-52200-280	TRAVEL	\$	3,000	\$	3,000
410-52200-284	MEALS AND ENTERTAINMENT FOR OTHERS	\$	300	\$	300
410-52200-291	AMBULANCE, CLINIC, AND HOSPITAL SERVICES	\$	600	\$	600
410-52200-310	OFFICE SUPPLIES AND MATERIALS	\$	500	\$	500
410-52200-320	OPERATING SUPPLIES	\$	88,000	\$	88,000
410-52200-321	POLYMER WWTP / FIREARMS / WEAPONS - PD	\$	240,000	\$	240,000
410-52200-322	CHEM, LAB, & MED/SAFETY-PD/EMT-FIRE/SALT-STREETS	\$	20,000	\$	20,000
410-52200-326	CLOTHING AND UNIFORMS	\$	2,500	\$	2,500
410-52200-331	GAS, OIL, DIESEL FUEL, GREASE, ETC.	\$	10,000	\$	10,000

410-52200-340	REPAIR & MAINTENANCE SUPPLIES	\$	108,525		\$	108,525
410-52200-510	PEP INSURANCE COVERAGE	\$	65,000	\$ 3,700	\$	68,700
410-52200-533	MACHINERY AND EQUIPMENT RENTAL	\$	6,000		\$	6,000
410-52200-596	TENNESSEE STATE FEES	\$	13,000		\$	13,000
410-52200-615	PRINCIPAL 2010-267 REFUNDED SERIES 2020B BONDS	\$	360,000		\$	360,000
410-52200-616	PRINCIPAL-2011-294 REFUNDED SERIES 2020	\$	275,000		\$	275,000
410-52200-634	WWTP SERIES 2020B - INTEREST	\$	117,750		\$	117,750
410-52200-635	INTEREST 2011-294 REFUNDED SERIES 2020	\$	106,500		\$	106,500
410-52200-909	NEW OXIDATION DITCH	\$	330,031	\$ 200,200	\$	530,231
410-52200-910	OXIDATION DITCH REPAIR	\$	2,726,600		\$	2,726,600
410-52200-936	AIRFLOW SOLUTION	\$	7,413,000	\$ (6,721,758)	\$	691,242
410-52200-943	HEADWALL SCREENS	\$	716,119		\$	716,119
410-52200-949	MACHINERY & EQUIPMENT	\$	182,135		\$	182,135
Department: 52200 - WASTEWATER TREATMENT PLANT Total:		\$	14,351,018	\$ (6,517,858)	\$	7,833,160
Department: 52211 - SEWER COLLECTION (LINES)						
410-52211-110	SALARIES	\$	391,314		\$	391,314
410-52211-112	SALARIES OVERTIME	\$	5,000		\$	5,000
410-52211-134	CHRISTMAS BONUS	\$	1,700		\$	1,700
410-52211-141	OASI (EMPLOYER'S SHARE)	\$	30,448		\$	30,448
410-52211-142	HOSPITAL AND HEALTH INSURANCE	\$	126,562		\$	126,562
410-52211-143	EMPLOYEE RETIREMENT PLAN	\$	28,856		\$	28,856
410-52211-147	UNEMPLOYMENT INSURANCE	\$	126		\$	126
410-52211-200	CONTRACTUAL SERVICES	\$	-		\$	-
410-52211-235	MEMBERSHIPS, REGISTRATION FEES, AND TUITION	\$	10,000		\$	10,000
410-52211-241	ELECTRIC	\$	75,000		\$	75,000
410-52211-246	CELL PHONES	\$	11,400		\$	11,400
410-52211-254	ARCHITECTURAL, ENGINEERING, AND LANDSCAPING SERVIC	\$	315,000		\$	315,000
410-52211-261	REPAIR AND MAINTENANCE MOTOR VEHICLES	\$	2,500		\$	2,500
410-52211-262	REPAIR & MAINTENANCE OTHER MACHINERY & EQUIPMENT	\$	17,000		\$	17,000
410-52211-269	REPAIR & MAINTENANCE OTHER REPAIR & MAINTENANCE	\$	12,000		\$	12,000
410-52211-280	TRAVEL	\$	1,000		\$	1,000
410-52211-291	AMBULANCE, CLINIC, AND HOSPITAL SERVICES	\$	200		\$	200
410-52211-294	OPERATING EXPENSES MACHINERY AND EQUIPMENT RENTA	\$	3,000		\$	3,000
410-52211-313	COMPUTER SOFTWARE	\$	2,000		\$	2,000
410-52211-314	OTHER GRANTS AND CONTRIBUTIONS	\$	13,200		\$	13,200
410-52211-320	OPERATING SUPPLIES	\$	11,500		\$	11,500
410-52211-322	CHEM, LAB, & MED/SAFETY-PD/EMT-FIRE/SALT-STREETS	\$	50,000		\$	50,000
410-52211-326	CLOTHING AND UNIFORMS	\$	7,000		\$	7,000
410-52211-331	GAS, OIL, DIESEL FUEL, GREASE, ETC.	\$	14,000		\$	14,000
410-52211-340	REPAIR & MAINTENANCE SUPPLIES	\$	30,000		\$	30,000
410-52211-394	MANHOLE INSERTS FOR RESALE	\$	40,000		\$	40,000
410-52211-395	MANHOLE INSERTS	\$	60,000		\$	60,000
410-52211-510	PEP INSURANCE COVERAGE	\$	18,000		\$	18,000
410-52211-592	PAYMENT IN LIEU OF TAX	\$	154,697		\$	154,697
410-52211-790	OTHER GRANTS, CONTRIBUTIONS, AND INDEMNITIES - NO	\$	1,000		\$	1,000
410-52211-904	SEWER RELOCATION - CLEBURNE	\$	35,891		\$	35,891
410-52211-908	SEWER RELOCATION - PRO SHOTGUN	\$	7,029		\$	7,029
410-52211-936	KEDRON & MAHLON MOORE SEWER	\$	100,000		\$	100,000
410-52211-937	DESIGN OF GRAVITY SEWER FOR RW	\$	100,000		\$	100,000
410-52211-941	VEHICLES	\$	30,000		\$	30,000
410-52211-959	SATURN PKWY INTERCHANGE PROJECT	\$	23,504		\$	23,504
410-52211-964	FLOW METERS FOR I&I	\$	619,010		\$	619,010
Department: 52211 - SEWER COLLECTION (LINES) Total:		\$	2,347,937	\$ -	\$	2,347,937
Department: 52316 - ADMIN, BILLING & COLLECTIONS						
410-52316-110	SALARIES	\$	1,263,240		\$	1,263,240
410-52316-112	SALARIES OVERTIME	\$	1,000		\$	1,000
410-52316-118	INSURANCE OPT OUT	\$	1,200		\$	1,200
410-52316-134	CHRISTMAS BONUS	\$	3,480		\$	3,480
410-52316-141	OASI (EMPLOYER'S SHARE)	\$	90,952		\$	90,952
410-52316-142	HOSPITAL AND HEALTH INSURANCE	\$	274,452		\$	274,452
410-52316-143	EMPLOYEE RETIREMENT PLAN	\$	86,197		\$	86,197
410-52316-147	UNEMPLOYMENT INSURANCE	\$	500		\$	500
410-52316-200	CONTRACTUAL SERVICES	\$	250,000		\$	250,000
410-52316-211	POSTAGE, BOX RENT, ETC.	\$	83,000		\$	83,000
410-52316-235	MEMBERSHIPS, REGISTRATION FEES, AND TUITION	\$	3,000		\$	3,000
410-52316-245	LAND LINES AND INTERNET	\$	70,000		\$	70,000

410-52316-252	LEGAL SERVICES	\$	60,000		\$	60,000
410-52316-253	AUDIT SERVICES	\$	22,000		\$	22,000
410-52316-266	REPAIR & MAINTENANCE GROUNDS & GROUND IMPROVEME	\$	5,000		\$	5,000
410-52316-275	TRAINING	\$	2,000		\$	2,000
410-52316-280	TRAVEL	\$	4,000		\$	4,000
410-52316-290	OTHER SERVICES & CHARGES	\$	6,700		\$	6,700
410-52316-295	WATER DEV FUND-OTHER CHARGES	\$	2,000		\$	2,000
410-52316-296	SEWER DEV FUND-OTHER CHARGES	\$	8,000		\$	8,000
410-52316-310	OFFICE SUPPLIES AND MATERIALS	\$	7,500		\$	7,500
410-52316-313	COMPUTER SOFTWARE	\$	10,000		\$	10,000
410-52316-510	PEP INSURANCE COVERAGE	\$	4,000		\$	4,000
410-52316-540	DEPRECIATION	\$	2,125,000		\$	2,125,000
410-52316-790	OTHER GRANTS, CONTRIBUTIONS, AND INDEMNITIES - NO	\$	500		\$	500
Department: 52316 - ADMIN, BILLING & COLLECTIONS Total:		\$	4,383,721	\$	-	\$ 4,383,721
Department: 52317 - UTILITY ADMINISTRATION						
410-52317-110	SALARIES	\$	126,414	\$	54,375	\$ 180,789
410-52317-134	CHRISTMAS/LONGEVITY BONUS	\$	100	\$	50	\$ 150
410-52317-141	PAYROLL TAX	\$	9,678	\$	4,160	\$ 13,838
410-52317-142	HEALTH INSURANCE	\$	22,274	\$	9,000	\$ 31,274
410-52317-143	RETIREMENT	\$	9,172	\$	3,950	\$ 13,122
410-52317-147	UNEMPLOYMENT INSURANCE	\$	21	\$	80	\$ 101
410-52317-218	ADVERTISING IN PUBLICATIONS - JOURNAL COMM	\$	100			\$ 100
410-52317-221	PRINTING, STATIONERY, FORMS	\$	100			\$ 100
410-52317-235	MEMBERSHIPS, REGISTRATION FEES, TUITION	\$	1,000			\$ 1,000
410-52317-246	CELL PHONES	\$	500			\$ 500
410-52317-280	TRAVEL	\$	500			\$ 500
410-52317-284	MEALS AND ENTERTAINMENT	\$	200			\$ 200
410-52317-285	TRAINING	\$	1,000			\$ 1,000
410-52317-310	OFFICE SUPPLIES	\$	250			\$ 250
410-52317-314	COMPUTER HARDWARE	\$	2,000			\$ 2,000
410-52317-320	OPERATING SUPPLIES	\$	200			\$ 200
410-52317-331	FUEL	\$	-	\$	3,000	\$ 3,000
410-52317-510	PEP INSURANCE	\$	-			\$ -
410-52317-5941	VEHICLES	\$	-	\$	65,000	\$ 65,000
Department: 52317 - UTILITY ADMINISTRATION Total:		\$	173,509	\$	139,615	\$ 313,124
Department: 52318 - ENGINEERING						
410-52318-110	SALARIES	\$	237,383			\$ 237,383
410-52318-112	SALARIES OVERTIME	\$	-			\$ -
410-52318-134	CHRISTMAS/LONGEVITY BONUS	\$	1,175			\$ 1,175
410-52318-141	HEALTH INSURANCE	\$	18,097			\$ 18,097
410-52318-142	HEALTH INSURANCE	\$	65,346			\$ 65,346
410-52318-143	RETIREMENT	\$	17,150			\$ 17,150
410-52318-147	UNEMPLOYMENT INSURANCE	\$	147			\$ 147
410-52318-200	CONTRACT SERVICES	\$	-	\$	60,000	\$ 60,000
410-52318-218	ADVERTISING IN PUBLICATIONS - JOURNAL COMM	\$	100			\$ 100
410-52318-221	PRINTING, STATIONERY, FORMS	\$	100			\$ 100
410-52318-235	MEMBERSHIPS, REGISTRATION FEES, TUITION	\$	1,000			\$ 1,000
410-52318-246	CELL PHONES	\$	2,500			\$ 2,500
410-52318-261	REPAIRS & MTC - VEHICLES	\$	-	\$	3,000	\$ 3,000
410-52318-280	TRAVEL	\$	500			\$ 500
410-52318-284	MEALS AND ENTERTAINMENT	\$	200			\$ 200
410-52318-285	TRAINING	\$	1,000			\$ 1,000
410-52318-310	OFFICE SUPPLIES	\$	250			\$ 250
410-52318-320	OPERATING SUPPLIES	\$	200			\$ 200
410-52318-326	UNIFORMS	\$	-	\$	3,000	\$ 3,000
410-52318-331	FUEL	\$	-	\$	5,000	\$ 5,000
410-52318-510	PEP INSURANCE	\$	-			\$ -
410-52318-941	VEHICLES	\$	-	\$	35,000	\$ 35,000
Department: 52318 - ENGINEERING Total:		\$	345,148	\$	106,000	\$ 451,148
Expense Total:		\$	33,273,753	\$	(6,430,643)	\$ 26,843,110
Fund: 412 - AMERICAN RESCUE FUNDS						
Revenue						
412-33193	AMERICAN RESCUE FUNDS GRANT	\$	11,733,424			\$ 11,733,424
412-36100	INTEREST EARNINGS	\$	2,000			\$ 2,000
Revenue Total:		\$	11,735,424	\$	-	\$ 11,735,424

Expense					
Department: 52300 - AMERICAN RESCUE FUNDS					
412-52300-970	LAND PURCHASE FOR PUBLIC WORKS	\$	1,925,424		\$ 1,925,424
412-52300-971	ALTERNATIVE EFFLUENT	\$	1,000,000		\$ 1,000,000
412-52300-972	WATER TREATMENT PLANT EXPANSION	\$	1,000,000		\$ 1,000,000
412-52300-973	BOOSTER STATION AT GM	\$	200,000		\$ 200,000
412-52300-975	CAMERAS AT ALL WATER SITES	\$	150,000		\$ 150,000
412-52300-976	AUGUSTA TRACE	\$	724,000		\$ 724,000
412-52300-977	BIGGER'S DRIVE	\$	185,000		\$ 185,000
412-52300-978	ALEX DRIVE	\$	220,000		\$ 220,000
412-52300-979	CAMERON FARMS	\$	505,000		\$ 505,000
412-52300-980	LAND ACQUISITION FOR EFFLUENT	\$	3,766,000		\$ 3,766,000
Department: 52300 - AMERICAN RESCUE FUNDS Total:		\$	9,675,424	\$ -	\$ 9,675,424
Expense Total:		\$	9,675,424	\$ -	\$ 9,675,424
Fund: 416 - STORM WATER UTILITY FUND					
Revenue					
416-33700	OTHER GRANTS	\$	-		\$ -
416-36000	OTHER REVENUES	\$	400		\$ 400
416-36100	INTEREST EARNINGS	\$	-		\$ -
416-36410	Misc Refunds & Rebates	\$	-		\$ -
416-37711	STORMWATER FEES - RESIDENTIAL	\$	670,000		\$ 670,000
416-37712	STORMWATER FEES - COMMERCIAL	\$	381,500		\$ 381,500
416-37791	STORMWATER FEES - PENALTIES	\$	4,500		\$ 4,500
Revenue Total:		\$	1,056,400	\$ -	\$ 1,056,400
Expense					
Department: 42425 - MS 4 / STORMWATER					
416-42425-110	SALARIES	\$	449,295		\$ 449,295
416-42425-112	SALARIES OVERTIME	\$	3,000		\$ 3,000
416-42425-118	INSURANCE OPT OUT	\$	100		\$ 100
416-42425-134	CHRISTMAS BONUS	\$	2,110		\$ 2,110
416-42425-141	OASI (EMPLOYER'S SHARE)	\$	34,769		\$ 34,769
416-42425-142	HOSPITAL AND HEALTH INSURANCE	\$	179,995		\$ 179,995
416-42425-143	EMPLOYEE RETIREMENT PLAN	\$	32,952		\$ 32,952
416-42425-147	UNEMPLOYMENT INSURANCE	\$	147		\$ 147
416-42425-200	CONTRACTUAL SERVICES	\$	89,000		\$ 89,000
416-42425-220	PRINTING, DUPLICATING, TYPING, AND BINDING	\$	500		\$ 500
416-42425-235	MEMBERSHIPS, REGISTRATION FEES, AND TUITION	\$	8,000		\$ 8,000
416-42425-246	CELL PHONES	\$	8,000		\$ 8,000
416-42425-254	ENGINEERING	\$	48,000	\$ 45,000	\$ 93,000
416-42425-255	DATA PROCESSING SUPPORT CHARGES / TYLER	\$	1,000		\$ 1,000
416-42425-258	SECURITY CAMERAS & ALARMS / TDEC PERMIT FEE	\$	5,000		\$ 5,000
416-42425-261	REPAIR AND MAINTENANCE MOTOR VEHICLES	\$	6,000		\$ 6,000
416-42425-262	REPAIR & MAINTENANCE OTHER MACHINERY & EQUIPMENT	\$	6,000		\$ 6,000
416-42425-265	REPAIR & MAINTENANCE GROUNDS & GROUND IMPROVEMENT	\$	40,000	\$ 2,000	\$ 42,000
416-42425-268	REPAIR & MAINT-STREETS	\$	29,500	\$ 56,000	\$ 85,500
416-42425-273	STREET LITTER PROGRAM	\$	10,000		\$ 10,000
416-42425-280	TRAVEL	\$	2,000		\$ 2,000
416-42425-284	MEALS AND ENTERTAINMENT FOR OTHERS	\$	500		\$ 500
416-42425-310	OFFICE SUPPLIES AND MATERIALS	\$	2,000		\$ 2,000
416-42425-313	COMPUTER SOFTWARE	\$	2,000		\$ 2,000
416-42425-319	SAFETY SUPPLIES PROGRAM	\$	200		\$ 200
416-42425-320	OPERATING SUPPLIES	\$	1,450		\$ 1,450
416-42425-326	CLOTHING AND UNIFORMS	\$	9,500		\$ 9,500
416-42425-331	GAS, OIL, DIESEL FUEL, GREASE, ETC.	\$	25,000		\$ 25,000
416-42425-332	AUTOMOTIVE PARTS	\$	3,000		\$ 3,000
416-42425-334	TIRES, TUBES AND ETC.	\$	3,000		\$ 3,000
416-42425-335	TOOLS	\$	4,000		\$ 4,000
416-42425-510	PEP INSURANCE COVERAGE	\$	13,000		\$ 13,000
416-42425-533	EQUIPMENT AND RENTAL	\$	7,300		\$ 7,300
416-42425-534	BOBCAT 80 MINI LEASE	\$	20,000		\$ 20,000
416-42425-540	Depreciation MS4	\$	80,000		\$ 80,000
416-42425-790	OTHER GRANTS, CONTRIBUTIONS, AND INDEMNITIES - NO	\$	1,000		\$ 1,000
416-42425-917	STREAM BANK RESTORATION	\$	3,500		\$ 3,500
416-42425-942	GENERAL PURPOSE MACHINERY & EQUIP & OTHER VEHICLES	\$	8,500		\$ 8,500
Department: 42425 - MS 4 / STORMWATER Total:		\$	1,139,318	\$ 103,000	\$ 1,242,318

		Expense Total:	\$ 1,139,318	\$ 103,000	\$ 1,242,318
Fund: 611 - LIBRARY FUND					
Revenue					
611-34762	LIBRARY - DONATIONS	\$	60,000		\$ 60,000
611-36100	INTEREST EARNINGS	\$	70		\$ 70
		Revenue Total:	\$ 60,070	\$ -	\$ 60,070
Expense					
Department: 44800 - LIBRARIES					
611-44800-200	CONTRACTUAL SERVICES	\$	1,000		\$ 1,000
611-44800-235	MEMBERSHIPS & REGISTRATION FEES	\$	3,000		\$ 3,000
611-44800-266	REPAIR & MAINTENANCE GROUNDS & GROUND IMPROVEME	\$	2,000		\$ 2,000
611-44800-280	TRAVEL	\$	500		\$ 500
611-44800-320	OPERATING SUPPLIES	\$	6,000		\$ 6,000
611-44800-328	EDUCATIONAL SUPPLIES	\$	700		\$ 700
611-44800-361	BOOKS	\$	1,000		\$ 1,000
611-44800-363	ELECTRONIC MEDIA	\$	1,000		\$ 1,000
611-44800-365	CHILDREN'S BOOKS	\$	1,000		\$ 1,000
611-44800-366	ILS CHARGES (POLARIS, CASSIE)	\$	2,000		\$ 2,000
611-44800-367	CHILDREN'S PROGRAMS	\$	6,000		\$ 6,000
611-44800-368	CHILDREN'S SRP	\$	6,000		\$ 6,000
611-44800-369	TEEN PROGRAMS	\$	2,000		\$ 2,000
611-44800-370	TEEN SRP	\$	2,000		\$ 2,000
611-44800-371	ADULT PROGRAMS	\$	2,300		\$ 2,300
611-44800-372	ADULT SRT	\$	1,500		\$ 1,500
611-44800-790	OTHER GRANTS, CONTRIBUTIONS, AND INDEMNITIES - NO	\$	2,000		\$ 2,000
		Department: 44800 - LIBRARIES Total:	\$ 40,000	\$ -	\$ 40,000
		Expense Total:	\$ 40,000	\$ -	\$ 40,000
Fund: 612 - EVIDENCE TRUST FUND					
Revenue					
612-36100	INTEREST EARNINGS	\$	-	\$ -	\$ -
		Revenue Total:	\$ -	\$ -	\$ -
		Fund: 612 - EVIDENCE TRUST FUND Total:	\$ -	\$ -	\$ -
Fund: 619 - DRUG ENFORCEMENT FUND					
Revenue					
619-35140	DRUG RELATED FINES	\$	30,000		\$ 30,000
619-36100	INTEREST EARNINGS	\$	50		\$ 50
619-36303	FORFEITURE OF PROPERTY	\$	-		\$ -
619-36700	CONTRI AND DONATION FROM PRIVATE SOURCES	\$	-		\$ -
		Revenue Total:	\$ 30,050	\$ -	\$ 30,050
Expense					
Department: 42129 - DRUG INVESTIGATION AND CONTROL					
619-42129-245	TELEPHONES	\$	3,800		\$ 3,800
619-42129-280	TRAVEL & TRAINING	\$	2,500		\$ 2,500
619-42129-320	OPERATING SUPPLIES	\$	20,000		\$ 20,000
619-42129-900	CAPITAL OUTLAY	\$	50,000		\$ 50,000
		Department: 42129 - DRUG INVESTIGATION AND CONTROL Total:	\$ 76,300	\$ -	\$ 76,300
		Expense Total:	\$ 76,300	\$ -	\$ 76,300

RESOLUTION 21-181

**A RESOLUTION TO AUTHORIZE THE PAYMENT OF CODES AND PLANNING
TENANT IMPROVEMENT INVOICE**

WHEREAS, the Board of Mayor and Aldermen approved a lease agreement through resolution between the City of Spring Hill and Worldwide Stages, LLC on June 21, 2021; and

WHEREAS, the space outlined in the lease needed certain modifications to provide for a safe and productive environment; and

WHEREAS, Worldwide Stages improved the space to meet the requirements of the City at a cost of \$11,200; and

WHEREAS, The Board of Myor and Alderment are required to approve all expenditures greater than \$9,999.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill authorizes the payment of \$11,200 to Worldwide Stages, LLC for the improvements made to the Codes and Planning leased space.

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

Jim Hagamen, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 21-181*
SUBMITTED BY: Dakota Mercer, Facilities Superintendent
DATE: October 22, 2021
RE: Approval of Codes and Planning Space Improvement Invoice
ATTACHMENTS: Invoice 56 – City of Spring Hill WWS Invoice
Resolution 21-100 – Office Lease Agreement

PURPOSE:

To authorize the payment of \$11,200 to Worldwide Stages LLC, for improvements made to the Codes and Planning leased space at Northfield.

BACKGROUND:

The Board of Mayor and Aldermen approved the execution of a lease agreement with Worldwide Stages for the Codes and Planning on June 21, 2021, through Resolution 21-100. The leased space within Door 600 of the Northfield building needed improvements to provide a space capable of housing all City staff. The improvements consisted of adding a wall to divide a large room into smaller office areas and conference room, removing sections of walls to improve aesthetics upon entry, and the adding of a door into an existing conference room. These improvements were completed by Worldwide Stages at a cost of \$11,200.

FINANCIAL IMPACT:

\$11,200 to be added with budget amendment #1

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 21-181.

RESOLUTION 21-100

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN THE OFFICE LEASE AGREEMENT BETWEEN THE CITY OF SPRING HILL AND WORLDWIDE STAGES SPRING HILL, LLC

WHEREAS, the City of Spring Hill is in need of space for city offices; and

WHEREAS, the Planning and Codes Departments of the City is currently located in the Northfield Facility which was recently purchased by Worldwide States Spring Hill, LLC; and

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen desire to lease approximately 4,534 square feet of space located in building 600 for a term from May 27, 2021 through May 31, 2022 at an annual rate of \$10.00 per square foot, totaling \$45,340.00, as stated in attached Office Lease Agreement; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen authorizes the Mayor and City Attorney of the City of Spring Hill, TN to sign the office lease agreement attached hereto between Worldwide States Spring Hill, LLC and the City of Spring Hill.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 21st day of June, 2021.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

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General Attachment: Office Lease Agreement - City of Spring Hill.pdf

OFFICE LEASE AGREEMENT

THIS LEASE ("Lease") is hereby made and entered into this ___ day of May, 2021, between Worldwide Stages Spring Hill, LLC, a Tennessee limited liability company ("Landlord"), and the City of Spring Hill, Tennessee, a Tennessee municipality ("Tenant")

1. **Premises, Term and Rent.** Landlord leases to Tenant, and Tenant leases from Landlord, certain space (the "Premises") in the structure known as the Northfield Complex and located at 5000 Northfield Lane, Spring Hill, Tennessee (the "Building"). The Premises shall initially be defined as the space occupied as of the date of this lease by the Tenant at the Building, consisting of 8100 square feet; provided that Tenant will move to a new location currently anticipated to be approximately 4534 square feet in "building 600" of Building, as shown on the space plan set out in Exhibit A (and subject to mutual approval of the Landlord and Tenant), which shall be defined as the "Premises" upon such relocation. The term of this Lease shall be from the 27th day of May, 2021, to the 31st day of May 2022, at an annual rental of Ten (\$10.00) Dollars per square foot, payable in equal monthly installments, which rental Tenant covenants to pay as and when due. All monthly installments ("monthly rental") shall be paid in advance, on or before the first day of each month, without demand, to Landlord at the address set forth hereafter. If not paid when due, said rental shall bear interest at the maximum legal contract rate allowed by law.
2. **Appurtenances.** Landlord grants to Tenant, and covenants that Tenant shall have during the term of this Lease, at no additional cost to Tenant, the use of parking spaces in the parking lot adjoining the Building, the non-exclusive use of any and all public restrooms, elevators, and common areas.
3. **Renewal Term(s).** Provided Tenant is not then in default hereunder, Tenant may at its option renew this Lease for one successive term of one year, upon all terms, conditions and obligations set forth herein. Tenant shall provide Landlord with notice at least ninety (90) days before the expiration of the original term of this Lease if it desires to exercise any of said options.
4. **Tenant's Repairs and Utilities.** Tenant will keep the Premises, including without limitation, interior walls, floors, ceiling and light fixtures, as clean and in as good repair as the same are at the commencement of this term or may be put in during the continuance thereof, reasonable wear and tear and damage by fire, other casualty, or condemnation excepted, and will promptly replace all glass broken during said term with glass of the same quality. Tenant shall procure its own janitorial and security alarm services or pay a proportionate share of expenses related to such services.

Tenant shall be responsible for the payment of all bills and/or assessments for electrical, natural gas, telephone, water and sewer and other utilities serving the Premises, of if such are not separately metered shall pay a proportionate share of such charges. To the extent that Landlord shall be billed for any such services by the provider thereof, Tenant shall reimburse Landlord for the amount thereof within fifteen (15) days of being furnished with a statement from Landlord with respect thereto. If the amount due as shown on such statement is not paid when due, it shall bear interest at the maximum legal contract rate until paid.
5. **Landlord's Repairs.** Landlord shall maintain and keep in good repair and working order the roof, exterior walls, sprinkler system, HVAC system, electrical wiring, and plumbing system of the Building, the adjoining yard and parking lot, and all underground water and sewerage pipes.

6. Right of Entry. Landlord may at reasonable times and on reasonable notice to Tenant enter the Premises to inspect it and make any repairs required under this Agreement that Tenant has failed to make, and during the ninety (90) days preceding the expiration of this Lease, may show the Premises to persons who may wish to lease the same, provided Tenant's occupancy is not interfered with. If Landlord makes any repairs required to be made by Tenant under this Agreement, Tenant shall pay Landlord as additional rent a sum equal to the amounts expended by Landlord plus interest thereon at the maximum legal contract rate within ten (10) days after Landlord presents Tenant with a statement setting forth the repairs made and the amounts expended.

7. Renovations and Alterations of Premises. Landlord shall have the right to approve all plans and specifications for material renovations and alterations and subject to the condition that Tenant shall allow no lien to be placed against the Premises or the Building, Tenant shall have the right, at its sole cost and expense, to renovate, alter and use the Premises in connection with its business and to make related improvements. All alterations, additions, repairs, replacements and improvements made to or upon the Premises shall be deemed to be part of the Premises and shall become the property of Landlord upon the expiration or termination of this Lease; provided, however, that trade fixtures, machinery and equipment that are installed by Tenant and removable without materially injuring the Premises shall remain the property of Tenant. All such alterations, additions, repairs, replacements and improvements made to or upon the Premises shall comply with all present and future governmental laws and regulations. No approval by Landlord of any plans or specifications for material renovations or alterations by Tenant shall be construed to warrant that such plans or specifications comply with any governmental laws or regulations.

8. Fire or Other Casualty. If the Premises should be damaged or destroyed by fire or other casualty so as to cause a material alteration in the character of the Premises and to prevent Tenant from using it in substantially the manner theretofore used, either Landlord or Tenant may terminate this Lease upon giving notice to the other within fourteen (14) days after the casualty occurs. Should such termination occur on any day other than the last day of a monthly rental period, any unearned prepaid rental shall be refunded to Tenant.

If the Premises are materially damaged by fire or other casualty and neither party elects to terminate this Lease, or if the Premises should be damaged by fire or other casualty and still be fit for Tenant's continued use in substantially the same manner as theretofore used, then this Lease shall continue in effect and the Premises shall be restored by Landlord. If the event causing damage was not caused by the fault of Tenant, while such restoration is in progress Tenant shall be entitled to a fair and appropriate abatement of the rental to be paid, said abatement to be based on the amount and value of the Premises used by Tenant. Should the damage necessitating such restoration occur on any day other than the last day of a monthly rental period, then the amount of prepaid rental to be refunded to Tenant shall be based on the amount and value of undamaged space used by Tenant during the remainder of said monthly rental period.

9. Surrender of Premises. At the expiration of the term of this Lease, Tenant shall peaceably yield up to Landlord the Premises and all erections and additions made thereto except as hereinbefore provided, in good repair in all respects, reasonable use, wear and tear and damage by fire or other casualty or by condemnation excepted.

10. Holding Over. Should Tenant hold over the term hereby created with the consent of Landlord, Tenant shall become a tenant from month to month at the monthly rental then payable hereunder and otherwise upon the covenants and conditions in this Lease contained, and shall continue to be such

Tenant until thirty (30) days after either party serves upon the other notice of intention to terminate such monthly tenancy. Should such termination occur on any day other than the last day of any rental period, any unearned prepaid rent shall, immediately following surrender of the Premises to the Landlord, be refunded to Tenant.

11. Use of Premises. The Premises shall be used only for the Planning and Zoning department of the City of Spring Hill. Tenant shall not at any time use or occupy the Premises in violation of restrictions or laws, ordinances or regulations of any government or agency having jurisdiction, or in violation of Landlord's insurance contract(s), or in a manner creating a nuisance.

12. Insurance. All property of any kind that may at any time be used, left or placed on the Premises during the term of this Lease shall be at the sole risk of the Tenant. Tenant shall carry contents coverage insurance on its contents and general business and casualty and business public liability insurance with limits acceptable to Landlord and listing Landlord as an additional insure party.

To the extent not covered by insurance, Tenant will save, indemnify and hold Landlord free and harmless from any and all liability or any injury, loss or damage to person or property arising out of any cause associated with its business or use of the Premises, including its omission to act.

13. Quiet Enjoyment. As long as Tenant is not in default hereunder, Landlord covenants that Tenant shall peaceably hold and enjoy the Premises, subject to the terms of this Lease. All entrances, exits, approaches and means of entrance and approach, and all access to light and air now enjoyed by the Premises, shall be and remain intact and uninterrupted by any act of Landlord during the term of this Lease.

14. Eminent Domain. If the whole or any substantial part of the Premises shall be taken or condemned by any competent authority for any public use or purpose as shall materially change the character of the Premises so as to prevent Tenant from using it in substantially the same manner as theretofore used, the term hereby granted shall cease on the day prior to vesting of title in such authority.

If all or a portion of the adjoining parking area shall be condemned or taken so as to deprive Tenant of necessary parking or so as to in some other way materially affect the Tenant's ability to conduct its business, then Tenant may at its option cancel and terminate this Lease upon giving Landlord notice within thirty (30) days of such taking. In the event Tenant shall elect not to cancel and remain in possession and occupation of the Premises, however, the terms and conditions of this Lease shall remain in full force and effect.

The entire award of damages or compensation for a taking of the Premises, whether such taking be in whole or in part, shall belong to and be the property of Landlord.

If the Premises shall be taken or condemned by any governmental authority for temporary use or occupancy, this Lease shall continue in full force and effect without reduction or abatement of rent, and the rights of the parties shall be unaffected by the other provisions of this Section. In the event of such temporary taking, the entire award of damages in respect of the Premises shall belong to Landlord.

15. Assignment and Subleasing. Tenant may not assign or encumber this Lease or sublet the Premises, either in whole or in part, without the prior written consent of Landlord, which consent may be withheld by Landlord for any reason or for no reason. Consent to one assignment or subletting shall not be deemed a consent to any other.

16. Attorney's Fees. In the event it becomes necessary for Landlord to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants or agreements herein contained, or in connection with Tenant's default or breach hereunder, Tenant shall be liable for reasonable attorney's fees, costs and expenses incurred by the Landlord.

17. Notice. Any notices required to be sent hereunder shall be hand delivered or sent by certified mail to the following addresses:

Landlord:

Attention: Kelly L. Frey, Sr., CEO
Worldwide Stages Spring Hill, LLC
5000 Northfield Lane
Spring Hill, Tennessee 37176

Tenant:

City of Spring Hill, Tennessee
Attn: Mayor Jim Hagaman
199 Town Center Parkway
Spring Hill, TN 37174

Copy to:

Patrick M. Carter, Esq., City Attorney
Wolaver, Carter & Heffington
809 South Main Street, Suite 100
Columbia, TN 38401

18. Default and Remedies. Each of the following events shall constitute a default or breach of this Lease by Tenant:

- (a) If Tenant shall fail to pay Landlord any rent when due.
- (b) If Tenant shall fail to perform or comply with any of the other condition, term or agreement in this Lease as set forth herein.

In the event of any default hereunder, Landlord, at any time thereafter, may terminate the Lease at its option and/or re-enter the Premises and expel, remove and put out Tenant or any person or persons occupying the Premises and remove all personal property therefrom as allowed by law. Upon re-entry Landlord may, at its option, relet the Premises or any part thereof and Tenant shall pay Landlord the difference between the rent herein reserved and imposed for the portion of the term remaining at the time of re-entry and the amount received under such reletting for such portion of the term; additionally, Landlord may also recover from Tenant any other sums (including rents) then due. Landlord may also terminate this Lease and, at its option, recover from Tenant any sums then due as well as the amount by which all rent and other payments to be made by Tenant exceed the reasonable rental value of the Premises for the remainder of the Lease term. Notwithstanding any other provision herein contained, Tenant shall be responsible for all losses (including loss of rents) and damages resulting from any default and/or termination.

All actions taken by Landlord pursuant to this Section shall be without prejudice to any other remedies that otherwise might be used for the collection of rents or for the preceding breach of covenant or conditions or for default.

Landlord may elect, but shall not be obligated, to comply with any condition, term or agreement required hereby to be performed by Tenant, and Landlord shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for such correction by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.

- 19. No Waiver.** The subsequent acceptance of rent hereunder by Landlord shall not be deemed a waiver of any preceding breach of any obligation hereunder by Tenant other than the failure to pay the particular rental so accepted, and the waiver of any breach of any covenant or condition by Landlord shall not constitute a waiver of any other breach regardless of knowledge thereof.
- 20. Gender.** Wherever appropriate herein, the words "Landlord" and "Tenant" and the pronouns referring thereto, shall be construed singular or plural, masculine, feminine or neuter as the facts warrant.
- 21. Waiver of Subrogation.** Landlord and Tenant hereby waive all rights of recovery and causes for action that either has or may have or that may arise hereafter against the other, whether caused by negligence, intentional misconduct, or otherwise, for any damage to premises, property or business caused by any perils covered by fire and extended coverage, building, contents and business interruption insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, that the foregoing waivers shall apply only to the extent of any recovery made by the parties hereto under any policy of insurance now or hereafter issued, and further provided that the foregoing waivers shall be ineffective if they invalidate any policy of insurance of the parties hereto, now or hereafter issued. Landlord and Tenant will use their best efforts to have their respective insurance companies waive their rights of subrogation as contemplated herein.
- 22. Signs.** Tenant shall have the right to signage, as approved by Landlord.
- 23. Subordination.** Upon written notice by Landlord to Tenant, this Lease shall be and become subject and subordinate to any and all mortgages or deeds of trust now existing, or that hereafter may be executed, covering the Building or the Premises, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon, and subject to all the terms and provisions thereof. Tenant agrees to execute, acknowledge and deliver upon request any and all documents or instruments requested by Landlord or necessary or proper to insure the subordination of this Lease to any such mortgages or deeds of trust; provided, however, that the foregoing provisions with respect to such subordination shall not be effective unless the owner or holder of any such mortgage or deed of trust shall execute with Tenant a non-disturbance and attornment agreement under which said owner or holder shall agree to accept the attornment of Tenant upon foreclosure of any such mortgage or deed of trust, if Tenant has not been in default. Tenant hereby agrees to attorn to any person, firm or corporation purchasing or otherwise acquiring the Building or the Premises at any sale or other proceeding or pursuant to the exercise of any other rights, power or remedies under such mortgages or deeds of trust, as if such person, firm or corporation had been named as Landlord herein.
- 24. Estoppel Letters.** Either party hereto shall at any time and from time to time upon not less than ten (10) days' prior written notice from the other execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if

modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), and the dates to which the rental and other charges are paid in advance, if any, and acknowledging that there are not, to the certifying party's knowledge, any uncured defaults on the part of the other party hereunder, and that no event has occurred that, by the giving of notice or the passage of time or both, would constitute a default, or specifying such defaults or events if they are claimed. Any such statement requested by either party may be relied upon by any prospective purchaser or encumbrancer of the Building or the Premises. Failure of a party to deliver such statement within such time shall be conclusive upon such party that this Lease is in full force and effect, without modification, except as may be represented by the requesting party, that there are no uncured defaults in the requesting party's performance, and that not more than two (2) months' rental has been paid in advance.

- 25. Entire Agreement.** The entire understanding between the parties is set out in this Lease, this Lease supersedes and voids all prior proposals, letters and agreements, oral or written, and no modification or alteration of this Lease shall be effective unless evidenced by an instrument in writing signed by both parties. This Lease shall be interpreted and construed in accordance with the laws of the State of Tennessee.
- 26. Successors and Assigns.** All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 27. Memorandum Lease.** This Lease shall not be recorded, but upon the request of either party, a short form Lease will be executed and recorded.
- 28. Captions.** The headings and captions contained in this Lease are for reference purposes only and shall not limit or extend the meaning or terms of any paragraph or section contained herein.
- 29. Severability.** The provisions of this Lease are severable in that should any provision be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the legality, validity and enforceability of the other provisions herein shall not be affected, but they shall remain in full force and effect.

General Attachment: Office Lease Agreement - City of Spring Hill.pdf

IN WITNESS WHEREOF, the parties hereto have set their respective hands or caused this instrument to be duly executed on the day and date first above written.

LESSOR: Worldwide Stages Spring Hill, LLC

By Worldwide Stages, LLC, its Manager

By: Kelly L. Frey, Sr, CEO

LESSEE: City of Spring Hill, Tennessee

By: Jim Hagaman, Mayor

ORDINANCE 21-27

AN ORDINANCE TO AMEND ORDINANCE NO. 18-21, THE SAME BEING THE ZONING ORDINANCE AND OFFICIAL ZONING MAP OF THE CITY OF SPRING HILL, BY REZONING APPROXIMATELY 248.7 ACRES OF PROPERTY, KNOWN AS MAURY COUNTY TAX MAP 27, PARCEL(S) 009.00, 018.00 FROM TND/C-3, TRADITIONAL NEIGHBORHOOD DISTRICT AND CORRIDOR COMMERCIAL DISTRICT TO I-2, GENERAL INDUSTRIAL, TAX MAP 044 PARCEL(S) 013.02, 014.00, 015.00 FROM TND, TRADITIONAL NEIGHBORHOOD DISTRICT TO I-2, GENERAL INDUSTRIAL AND TAX MAP 045 PARCEL(S) 01.00 AND 02.00 FROM TND, TRADITIONAL NEIGHBORHOOD DISTRICT TO I-2, GENERAL INDUSTRIAL.

RZN 1062-2021 (TAX MAP 27, PARCEL 009.00, 018.00, TAX MAP 044 PARCEL(S) 013.02, 014.00, 015.00, TAX MAP 045 PARCEL(S) 01.00 AND 02.00

WHEREAS, the City of Spring Hill Ordinance No. 18-21, the same being the Official Zoning Map of Spring Hill is hereby amended by rezoning the 248.7 acres described herein, and known as, Maury County tax map 27, parcel 009.00, 018.00, tax map 044 Parcel(s) 013.02, 014.00, 015.00, tax map 045 parcel(s) 01.00 and 02.00, from C-3, Corridor Commercial District and TND, Traditional Neighborhood Zoning District to I-2, General Industrial District; and

WHEREAS, said portion of property to be rezoned from C-3, Corridor Commercial District and TND, Traditional Neighborhood Zoning District, to I-2, General Industrial District, is located within the corporate limits of the City of Spring Hill; and

WHEREAS, the request has been found to meet the Approval Standards of Section 13.2.E.1 of the Unified Development Code; and

WHEREAS, the Spring Hill Municipal Planning Commission forwarded the request to the Board of Mayor and Aldermen on October 11, 2021 with a recommendation for approval; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SPRING HILL, TENNESSEE, BOARD OF MAYOR AND ALDERMEN, WHILE IN REGULAR SESSION on November ??, 2021, to amend Ordinance No. 18-21, the same being the Zoning Map of the City of Spring Hill, adopted August 20, 2018, by rezoning 248.7 acres of property, being Maury County Tax Map 27, parcel 009.00, 018.00, tax map 044 Parcel(s) 013.02, 014.00, 015.00, tax map 045 parcel(s) 01.00 and 02.00, from C-3, Corridor Commercial District and TND, Traditional Neighborhood Zoning District to I-2, General Industrial District, as depicted on Exhibit A, the public welfare requiring it.

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

SECTION 1: The rezoning of the referenced tax parcels shall be as displayed on Exhibit A.

*Ordinance 21-27
November 15, 2021
Page 1 of 2*

ORD 21-27 RZN 1062-2021 (TND to I-2)abg.docx

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Passed on First Reading:

Passed on Second Reading:

*Ordinance 21-27
November 15, 2021
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ORD 21-27 RZN 1062-2021 (TND to I-2)abg.docx

Spring Hill Planning Commission Regular Meeting



TO: Spring Hill Planning Commission
FROM: Calvin Abram, Planning Director
MEETING: October 11, 2021
SUBJECT: RZN 1062-2021 (TND/C-3/AG to I-2)

RZN 1062-2021: Submitted by Randy Perry with Goldwyn, Mills and Cawood for the rezoning of property in the northeastern most quadrant in Spring Hill within Maury County. The property is located on the eastern side of Interstate 65 following Jim Warren Road, Crafton Road to include the northern most city limits in Maury County at Parcel ID's 060027 01800, 060044 01302, 060045 00100, 06044 01400, 060027 00900, 060044 01500. The properties are currently zoned C-3, AG and TND and contains approximately 717.2 acres. The applicant is requesting to rezone the property to I-2. Requested by Randy Perry.

Request: The applicant is requesting to rezone their entire 717.2 acres -acre property from C-3 (Corridor Commercial District), AG (Agricultural) and TND (Traditional Neighborhood District) to I-2, General Industrial Zoning District.

Plan Update:

1. The PC placed this item on the consent agenda. There are no updates or revisions as part of the PC voting meeting.

Property Description and History: This property is located on the eastern side of Interstate 65 between mile markers 53 and 51 and contains approximately 717.2 acres. The property is current zoned C-3, AG, and TND and is adjacent to C-3 properties and Interstate 65 to its west and AG properties to the east north and south. It is important to note the proposed rezoning would remove the old zoning identified as TND from the area in question.

Spring Hill Rising: 2040: The future land use classifications for this site are Gateway Area, Community Commerce Area and Mixed-Use Neighborhood Area. The broad ranges of uses identified in the city's comprehensive plan would allow for employment centers to the highest density in residential development to include research facilities, entertainment, municipal services, multi-family and buildings up to 10-stories in height. The General Industrial Zoning District (I-2) can be consistent with the city's comprehensive plan:

According to the Comprehensive Plan, "Building development is variable to promote the specific needs of large-scale activities or businesses and accommodate large footprint distribution facilities. Appropriate landscaping and open space between buildings and adjacent land uses should be provided to help limit negative visual and noise impacts of activity within the surrounding area."

The I-2 Zoning District focus on light industrial uses, including clean manufacturing centers, technology/data centers, and other uses that would typically occupy large, campus-style developments. These areas also include civic and institutional uses that serve essential city-wide and regional services.

Surrounding Property/Zoning: All adjacent properties to the site are zoned C-3 and AG. This rezoning will eliminate the existing TND zoning designation in the area. The property is in excess of 100' wide and exceeds the minimum lot width for the I-2 zoning district of 100' to include all dimensional standards identified in the UDC.

Access, Streets and Sidewalks: Vehicular access to the property is via Jim Warren Road and Crafton Road. If the rezoning is approved by the Board of Mayor and Alderman; access, streets and sidewalks will be addressed at the time of site

plan/development review. Jim Warren is classified as an Arterial and will require a minimum Right-of-Way of 95' (47.5' from centerline).

Building and Site Design: No concept plan has been submitted with this application. Similar to above, building and site design will be reviewed at site plan submittal.

Utilities:

Water: The highlighted property is within MCWS (Maury County Water Systems) District to serve. The land to be rezoned water system would be in need of significant upgrades to be able to meet the city's minimum fire flow requirements in the highlighted areas shown. However, it's always been planned for the city to sell water to MCWS at a metering point at the end of Derryberry Lane and under I-65 to the proposed property listed. There is an existing 18" water main running the entire length of Derryberry Lane and currently dead ending where the asphalt terminates today. The 18" water main was put in place along Derryberry Lane many years ago in anticipation that the City would one day possibly need to serve water to property east of I-65 within the proposed area shown.

Sewer: There is a 30" gravity sewer line under I-65 to parcel 13.02 at Rutherford Creek. Any impact to the WWTP would need to be evaluated based on anticipated usage. A sewer flow analysis study will be required prior to development on the property.

Roads: The current road system would likely need significant upgrades. A Traffic impact study will be required for any proposed development.

Zoning Map Amendments: Staff will place public notification signs on the property and published notice as required by the Unified Development Code. The applicant provided staff with copies of the mailed notices and proof of mailings. The mailed notification letters are sent to surrounding land owners within 500'. The UDC requires all notices to be mailed at least 10 days prior to the first scheduled action (October 11, 2021 Planning Commission voting meeting).

Approval standards for zoning map amendments, as found in the Unified Development Code, Article 13, are below:

E. Approval Standards

The Board of Mayor and Aldermen decision on any zoning text or map amendment is a matter of legislative discretion that is not controlled by any particular standard. However, in making their recommendation and decision, the Planning Commission and the Board of Mayor and Aldermen must consider the following standards. The approval of amendments is based on a balancing of these standards.

1. Approval Standards for Map Amendments

- a. *The consistency of the proposed amendment with the Comprehensive Plan and any adopted land use policies.*
- b. *The compatibility with the existing use and zoning of nearby property.*
- c. *The extent to which the proposed amendment creates nonconformities.*
- d. *The trend of development, if any, in the general area of the property in question.*
- e. *That there are no adverse impacts on public health, safety, and welfare.*
- f. *Whether adequate public facilities are available including, but not limited to, schools, parks, police and fire protection, roads, sanitary sewers, storm sewers, and water lines, or are reasonably capable of being provided prior to or concurrent with the development of the site, which would be permitted on the subject property if the amendment were adopted.*

Staff's response to the approval standards are as follows:

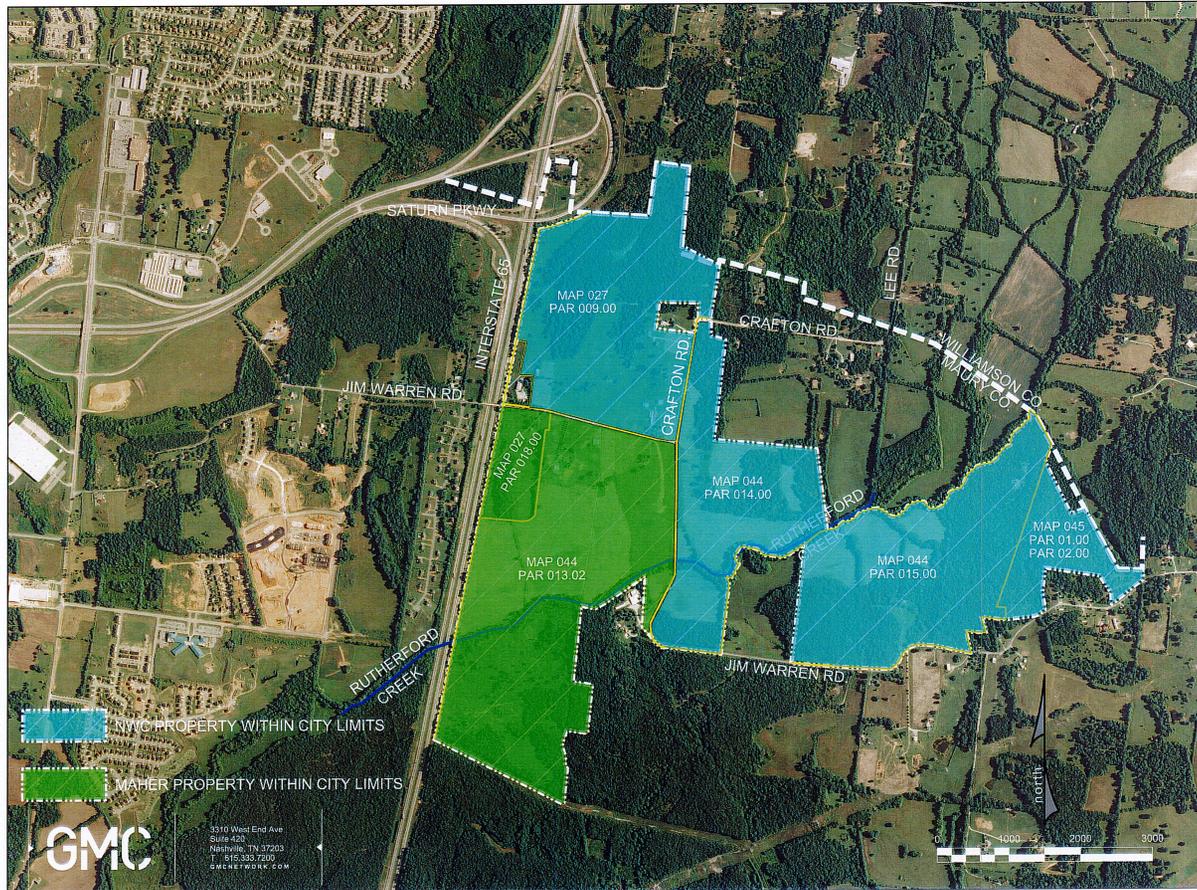
- a. The proposed amendment is consistent with the comprehensive plan classification of Industrial Area which permits light industrial uses such as clean manufacturing centers, technology/data centers, and other uses that would typically occupy large, campus-style developments. These areas also include civic and institutional uses that serve essential city-wide and regional services. Taking the context of the neighborhood and adjacent uses into account, staff believes that the proposed rezoning is consistent with the overall goals of the comprehensive plan.
- b. The existing TND zoning has been in place prior to the codifying of the current UDC. The TND zoning classification promotes less clarity for city staff and may create an efficient planning process for applicants seeking to develop within the zoning category. All adjacent properties are currently zoned C-3 and AG. The subject site is located on the eastern side of Interstate 65 between mile markers 53 and 51 and contains approximately 248.7 acres. Staff is not aware of any non-conformities that would be created by the proposed rezoning.
- c. The site is currently surrounded by C-3 and AG zoning; however, the lack of appropriate infrastructure to include roadway connectivity and the need to rezone the AG property in order to develop it significantly limits future development opportunities for this area. A rezoning would allow the property to conform and follow the identified long-term development plans of the city's 2040 Rising Plan.
- d. The Planning Department has solicited input from other departments regarding adverse impacts on public health, safety, and welfare. Staff is not aware of adverse impacts that would be generated by this rezoning. General department responses are listed below.
- e. The rezoned property will require significant infrastructure improvement and a capacity analysis to include a transportation impact study will be required prior to any development of the land.

Impacts of this Rezoning on the City of Spring Hill: Staff shared the proposed rezoning request and other permitted uses in the I-2 district with other city departments and requested a description or quantitative information on how the proposed rezoning would impact service delivery, the budget and/or staffing. The following responses were received.

- **Codes** – Permitted uses should not significantly impact the Building & Codes Department.
- **Park and Recreation** – At development, the Jim Warren Multi-Use Trail will have to be constructed by the developer.
- **Fire** – The Fire Department is currently evaluating the impact the rezoning will have.
- **Police** – The Police Department is currently evaluation the impact the rezoning will have.
- **Sewer** – There is a 30" gravity sewer line under I-65 to parcel 13.02 at Rutherford Creek. Any impact to the WWTP would need to be evaluated based on anticipated usage. A sewer flow analysis study will be required prior to development on the property.
- **Water** – The highlighted property is within MCWS (Maury County Water Systems) district to serve. The land to be rezoned water system would be in need of some significant upgrades to be able to meet the city's minimum fire flow requirements in the highlighted areas shown. However, it's always been planned for the city to sell water to MCWS at a metering point at the end of Derryberry Lane. Then, of course, under I-65 to the proposed property listed. There is an existing 18" water main running the entire length of Derryberry Lane and currently dead ending where the asphalt ends today. Again, the 18" water main was put in place along Derryberry Lane many years ago in anticipation that the City would one day possibly need to serve water to property east of I-65 within the proposed area shown.

Findings: Staff has provided our response to the required findings listed above from Section 13.2.E of the UDC. The Planning Commission and Board of Mayor and Alderman will need to make a determination as to whether the request is consistent with the six criteria listed above. A policy decision may be needed to determine whether water/sewer capacity and flow should be determined prior to rezoning or prior to site plan review.

Public Comments: Staff has received no public comment via the PCPublicComment@springhilltn.org email address.



RESOLUTION 21-196

A RESOLUTION TO CHANGE FUNDING SOURCE FOR THE HIGHWAY 31 BOOSTER STATION AND MASTER METER PROJECT

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen passed Resolution 21-176 to authorize a contract to construct the Highway 31 Booster Station and Master Meter project; and

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen passed Resolution 20-134, acknowledging the City's Intent to develop a long-term water purchase agreement with Columbia Power and Water System (CPWS) to utilize Water Infrastructure Financing and Innovation Act (WIFIA) and State Revolving Fund (SRF) loans to fund planned water system capital improvement projects, including the Highway 31 Booster Station and Master Meter project; and

WHEREAS, during the process of applying for WIFIA funding, a new fish and wildlife study has been required that could significantly delay the start of the Highway 31 Booster Station and Master Meter project; and

WHEREAS, representatives of the City of Spring Hill and CPWS have discussed removing the Highway 31 Booster Station and Master Meter project from the WIFIA funded projects and are in agreement on removal thereof; and

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen recognize the critical need of the Highway 31 Booster Station and Master Meter project to provide additional water supply to the City, and that this project should be completed as quickly as possible; and

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen do hereby declare that the Highway 31 Booster Station and Master Meter Project shall not utilize WIFIA funds in order to expedite completion as quickly as possible.

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

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

ORDINANCE NO. 21-14

AN ORDINANCE TO AMEND TITLE 18, CHAPTER 1, SECTIONS 18-105, 18-131-132, AND 18-146-151, REGARDING REQUIREMENTS FOR THE PERFORMANCE OF WATER AND SEWER CAPACITY ANALYSIS

WHEREAS, the Board of Mayor and Aldermen adopted Ordinance 86-42 and subsequent amendments thereto that govern requests for connections to the City of Spring Hill Water and Sewer Systems; and

WHEREAS, the standards and requirements set forth in Title 18 of the Code of Ordinances for connections to public water and wastewater utility systems are necessary for the preservation and protection of the public health, safety and general welfare; and

WHEREAS, the City intends to ensure that the development of any land within the City of Spring Hill subject to the standards and requirements set forth in Title 18 of the Code of Ordinances and the Unified Development Code and other applicable standards and requirements of the City will reasonably protect the citizens and taxpayers from having to bear the cost resulting from the haphazard connection to the City's water and wastewater utility systems; and

WHEREAS, the construction of public water and wastewater infrastructure including water and wastewater treatment facilities is an element of community development which impacts other public facilities, roadways and adjacent lands, and the execution of such construction in a proper and orderly manner in the best interest of the public health, safety and general welfare; and

WHEREAS, the Board of Mayor and Aldermen recognizes that the provision of water and wastewater utility services is an essential public service and is in the best interest of the public health, safety and welfare; and

WHEREAS, the Board of Mayor and Aldermen acknowledges the importance of understanding the capacity of the water distribution system, wastewater collection system, water treatment plant, and wastewater treatment plant, to ensure sufficient capacity exists to serve property and orderly development within the City; and

WHEREAS, the Board of Mayor and Aldermen recognizes the necessity of performing water and wastewater capacity analysis for an annexation, zoning map amendment, planned development, subdivision preliminary plat, site plan, and/or special use permit application to determine the sufficiency and capacity of the City's water distribution system, wastewater collection system, water treatment plant, and wastewater treatment plant prior to permitting connection to the City's water and wastewater utility services.

BE IT THEREFORE ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE, that the following is hereby adopted:

1. Title 18, Chapter 1, Section 18-105 (C) Application for Service, is amended as referenced in attached Exhibit.
2. Title 18, Chapter 1, Section 18-131 (B) Permit for Connection Required, is amended as referenced in attached Exhibit.
3. Title 18, Chapter 1, Section 18-132 (B) (1. through 4.) and (D) Application for Connection Permit, is amended as referenced in attached Exhibit.
4. Title 18, Chapter 1, Section 18-146 (A through D) Relationship of Water System Capacity to Approvals Under Zoning, Subdivision and Building Regulations, is amended as referenced in attached Exhibit.
5. Title 18, Chapter 1, Section 18-147 (A through F) Relationship of Sanitary Sewer System Capacity to Approvals Under Zoning, Subdivision and Building Regulations, is amended as referenced in attached Exhibit.
6. Title 18, Chapter 1, Section 18-148 (A and B) Reservation of Present Capacity, is amended as referenced in attached Exhibit.
7. Title 18, Chapter 1, Section 18-149 (A and B) Reservation of Future Sewer Capacity, is amended as referenced in attached Exhibit.
8. Title 18, Chapter 1, Section 18-150 Determination of Capacity, is amended as referenced in attached Exhibit.
9. Title 18, Chapter 1, Section 18-151 Transfer of Capacity Reservations, is amended as referenced in attached Exhibit.
10. Appendix C, Code of Ordinances, is amended as referenced in attached Exhibit.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the ____ day of _____, 2021.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

RESOLUTION 21-195

A RESOLUTION TO RENAME TWIN LAKES DRIVE TO AUSTINS WAY

WHEREAS, the Board of Mayor and Aldermen wishes to rename Twin Lakes Drive to “Austins Way” after a caring, loving, gentle and tremendous Spring Hill citizen, Austin Corbett;

WHEREAS, Austin was known to love everyone he met so genuinely and with thoughtfulness and kindness and always encouraging and cheering on his beloved Summit Spartans Football team;

WHEREAS, our community mourns the loss of Austin Corbett and would like to honor his legacy of making everyone he met feel loved and want to “be better”;

WHEREAS, the Board of Mayor and Aldermen wishes to change the name of Twin Lakes Drive to Austins Way to honor and memorialize Mr. Austin Corbett and to remind us daily to live Austin’s Way showing love, compassion, and encouragement to others;

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen hereby authorizes the renaming of Twin Lakes Drive to Austins Way.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 15th day of November, 2021.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-19494-1
Date: 9/17/2021 2:20 PM
Expires On: 12/16/2021
Product: CivicEngage

Client:
Spring Hill TN - CivicEngage

Bill To:
Spring Hill TN - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Brent Sigman	x	brent.sigman@civicplus.com		Net 30

CivicEngage - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	CivicEngage Civil Space Pro Collaborative Implementation	Implementation includes client site setup with up to 5 brands, a 4 hour virtual training and a progress check-in at six weeks post-training.	One-time
1.00	CivicEngage Civil Space Pro Collaborative License	Civil Space Pro includes unlimited creation of projects and engagements, multilingual support, advanced reporting and engagement types, multiple sub-branding and AI moderated conversation threads and idea boards.	Renewable
Total Investment - Year 1		USD 10,011.42	
Annual Recurring Services - Year 2		USD 9,660.00	

Total Days of Quote:257

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Spring Hill TN - CivicEngage Statement of Work signed by and between the Parties ("the Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.
2. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.
3. Each year this SOW is in effect, a technology investment and benefit fee, as agreed to in the Agreement, will be applied to the Annual Recurring Services subscription fee.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

