



CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
BOMA MEETING PACKET
NOVEMBER 7, 2022
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
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**CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
BOMA MEETING AGENDA
NOVEMBER 7, 2022
06:00 PM**

Call Meeting to order

Stipulation of members present

Pledge of Allegiance

Invocation

Approval of the Agenda

Mayor's Comments

City Administrator/Department Head Comments

PUBLIC HEARING ITEMS: (NONE)

Concerned Citizens

VOTING AGENDA

CONSENT ITEMS

- 1. Consider Resolution 22-239, to authorize repaving under the Annual Contract for fiscal year 2023.**
Tyler Scroggins, Public Works Director

Attachment: [Resolution 22-239 to authorize streets repaving and restriping for FY 2023.pdf](#)

Attachment: [BOMA paving memo.pdf](#)

Attachment: [Paving maps.pdf](#)

Attachment: [Paving Ratings Spring 2022 Large.pdf](#)

PREVIOUS BUSINESS (NONE)

NEW BUSINESS

- 1. Consider Resolution 22-214, a resolution related to the issuance of Interfund Capital Outlay Notes, Series 2022.**
Deb Dutcher, Finance Director

Attachment: [Resolution 22-214 a resolution related to the Interfund CON Series 2022 issuance November 2022 Water Sewer to St.pdf](#)

Attachment: [2022 CON Interfund - Spring Hill - 4M 10-20-22.pdf](#)

Attachment: [Preliminary Funding Analysis - 2022-10-12 - 4M.pdf](#)

Attachment: [Spring Hill Capital Outlay Note CON Letter 10-25-2022.pdf](#)

Attachment: [List of Proposed Projects for CON 10-20-22.pdf](#)

Attachment: [LTR - Local Government Finance - CON Application 10-20-22.pdf](#)

- 2. Consider Resolution 22-240, to approve a relocation agreement with Middle Tennessee Electric Membership Corporation for electric facilities relocations for the south segment of the Buckner Lane Widening Project.**
Missy Stahl, CIP Manager

Attachment: [Resolution 22-240 to authorize the mayor to sign a contract with MTEMC for Buckner Ln South segment widening elec.pdf](#)

Attachment: [MTEMC memo.pdf](#)

Attachment: [City of Spring Hill Buckner Lane SEC II Contract 15734751 - signed.pdf](#)

- 3. Consider Resolution 22-241, to authorize the mayor to sign a Professional Services Agreement with the Corradino Group for final design and construction plans services for Countess Roundabout.**
Missy Stahl, CIP Manager; Tyler Scroggins, Public Works Director

Attachment: [Resolution 22-241 to authorize the Mayor to sign a PSA with Corradino for Port Royal Rd improvements.pdf](#)

Attachment: [Countess final design memo.pdf](#)

Attachment: [Site map.pdf](#)

Attachment: [TCG-PortRoyalRoundabout_Scope of Work_Amended_10-31-22.pdf](#)

4. Consider Resolution 22-242, to approve a Development Agreement with Buckner Lane Partners LLC for the June Lake Water Storage Tank.

Jessica Weaver, Utility Director

Attachment: [Resolution 22-242_June Lake Tank Agreement.pdf](#)

Attachment: [BOMA MEMO- June Lake JDA.pdf](#)

Attachment: [June Lake Water Storage Tank Joint Agreement - 11.1.2022.pdf](#)

5. Consider Resolution 22-243, to authorize the mayor to execute an Escrow Agreement with Griffin, Saturn Crossings Owner, LLC, for offsite traffic improvements.

Peter Hughes, Interim Planning Director

Attachment: [BOMA Resolution Escrow Agreement for Saturn Warehouse_Timberline Drive_.pdf](#)

Attachment: [EXHIBIT A_Escrow Agreement - City of Spring Hill_Griffin Executed_.pdf](#)

Attachment: [EXHIBIT B_Approval Letter STP1090-2021_Timberline Dr Warehouses_.pdf](#)

6. Consider Resolution 22-244, to authorize the mayor to submit a letter to accept status as an entitlement city for the fiscal year 2023 under the Community Development Block Grant Program to the United States Department of Housing and Urban Development.

Pam Caskie, City Administrator; Tony Tolstedt, Assistant City Administrator

Attachment: [Resolution 22- CDBG Entitlement City.pdf](#)

Attachment: [FY2023 New CDBG Entitlement Notification Letter Spring Hill 10132022.pdf](#)

Attachment: [Memo Acceptance as Entitlement City 22-xx.pdf](#)

Attachment: [New CDBG Entitlement Guidance_002_.pdf](#)

7. Consider Resolution 22-245, a resolution to designate property located at 407 McLemore as a historically significant site.

Tony Tostedt, Assistant City Administrator

Attachment: [22-245 request for designation to SHHC.pdf](#)

Attachment: [Old City Hall Historic Sig Memo 11-2.pdf](#)

Attachment: [Old City Hall App.pdf](#)

8. Consider Resolution 22-246, to authorize the mayor to execute a Memorandum of Understanding between the City of Spring Hill and Williamson County, TN.

Pam Caskie, City Administrator

Attachment: [Resolution 22-246_to authorize MOU_Willamson Co_Outdoor Warning System.pdf](#)

Attachment: [2022.10.07 MOU Spring Hill Outdoor Warning System K22-435.pdf](#)

9. Consider Resolution 22-247, to authorize the mayor to sign a Stormwater Projects Task Order Contract for design services with Thomas & Hutton.

Tyler Scroggins, Public Works Director

Attachment: [Resolution 22-247_to authorize the Mayor to sign a contract with Thomas_Hutton for stormwater projects.pdf](#)

Attachment: [Thomas_Hutton stormwater memo.pdf](#)

Attachment: [Task Order Four Stormwater Projects.pdf](#)

Attachment: [2022 Rate Sheet.pdf](#)

WORK SESSION/DISCUSSION

1. Discussion-Memo of Explanation

Acknowledgements

Adjourn

Agenda Notes

Attachment: [BOMA AGENDA NOTES 11-07-2022.docx](#)

RESOLUTION 22-239

A RESOLUTION TO AUTHORIZE STREETS REPAVING UNDER THE ANNUAL CONTRACT FOR FY 2023

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

WHEREAS, City staff recommends the following streets be repaved and restriped as needed under the FY 2023 budget year, paid from the budgeted funds in State Street Aid Fund and the General Fund with a total budgeted amount of \$5,834,950.00; and

| | |
|--|-----------------------|
| Old Kedron Road (from Duplex Road to Kedron Road) | \$ 201,349.25 |
| Rutherford Downs subdivision (Jay Lane, Rutherford Drive, Alley Street, Megan Street [partial], Creekside Lane [partial]) | \$ 161,307.50 |
| Stonegate subdivision (all streets) | \$ 388,858.00 |
| Cameron Farms subdivision (McGee Court, Milton Lane [partial], Iroquis Court, Lydia Place, Lydia Court, Westchester Lane, Iroquis Drive [partial], Douglas Lane [partial]) | \$ 354,864.75 |
| Wyngate subdivision (Danbury Circle, Maitland Drive, Euclid Drive, Leighton Way, Hayward Lane) | <u>\$ 216,898.50</u> |
| TOTAL | \$1,273,278.00 |

WHEREAS, staff recommends approval of an additional 5% contingency in the amount of \$63,563.00 for potential in-house repairs needed prior to paving for a total approved amount of **\$1,336,841.00**; and

WHEREAS, the remaining budgeted funds will be used for additional paving projects and miscellaneous street repairs as needed; and

WHEREAS, City staff has presented and received a favorable recommendation from the City’s Transportation Advisory Committee on October 17, 2022.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, authorizes streets repaving, as detailed, under the annual paving contract with Rogers Paving Group for FY 2023.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 7th day of November, 2022.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 22-239, to authorize FY 23 repaving projects*

SUBMITTED BY: Tyler Scroggins, Public Works Director

DATE: November 7, 2022

RE: Paving update and FY 23 proposed paving projects

ATTACHMENTS: Paving maps, road status map

BACKGROUND:

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

Based on that analysis, the condition of the streets are as follows:

- Very poor – 12%**
- Poor – 19%**
- Fair – 24%**
- Good – 31%**
- Very good – 14%**

Staff proposes the following streets be paved in FY 2023 utilizing Rogers Paving Group (currently under an asphalt contract with the City).

Paving Projects:

- Old Kedron Road from Duplex Road to Kedron Road - \$201,349.25
- Rutherford Down subdivision (Jay Ln, Rutherford Dr, Alley St, Megan St [partial], Creekside Ln [partial]) - \$161,307.50
- Stonegate subdivision (all streets) – 338,858.00
- Cameron Farms subdivision (McGee Ct, Milton Ln [partial], Iroquois Ct, Lydia Pl, Lydia Ct, Westchester Ln, Iroquois Dr [partial], Douglas Ln [partial]) - \$354,864.75
- Wyngate subdivision (Danbury Cir, Maitland Dr, Euclid Dr, Leighton Way, Hayward Ln) - \$216,898.50
- TOTAL for all projects from Rogers Group - \$1,273,278.00

Staff recommends approval of project total + 5% contingency for any repairs staff will need to make in-house (curbs, etc.) prior to repaving for a total cost of **\$1,336,841.**



** Costs have been requested from Kerr Brothers for striping.

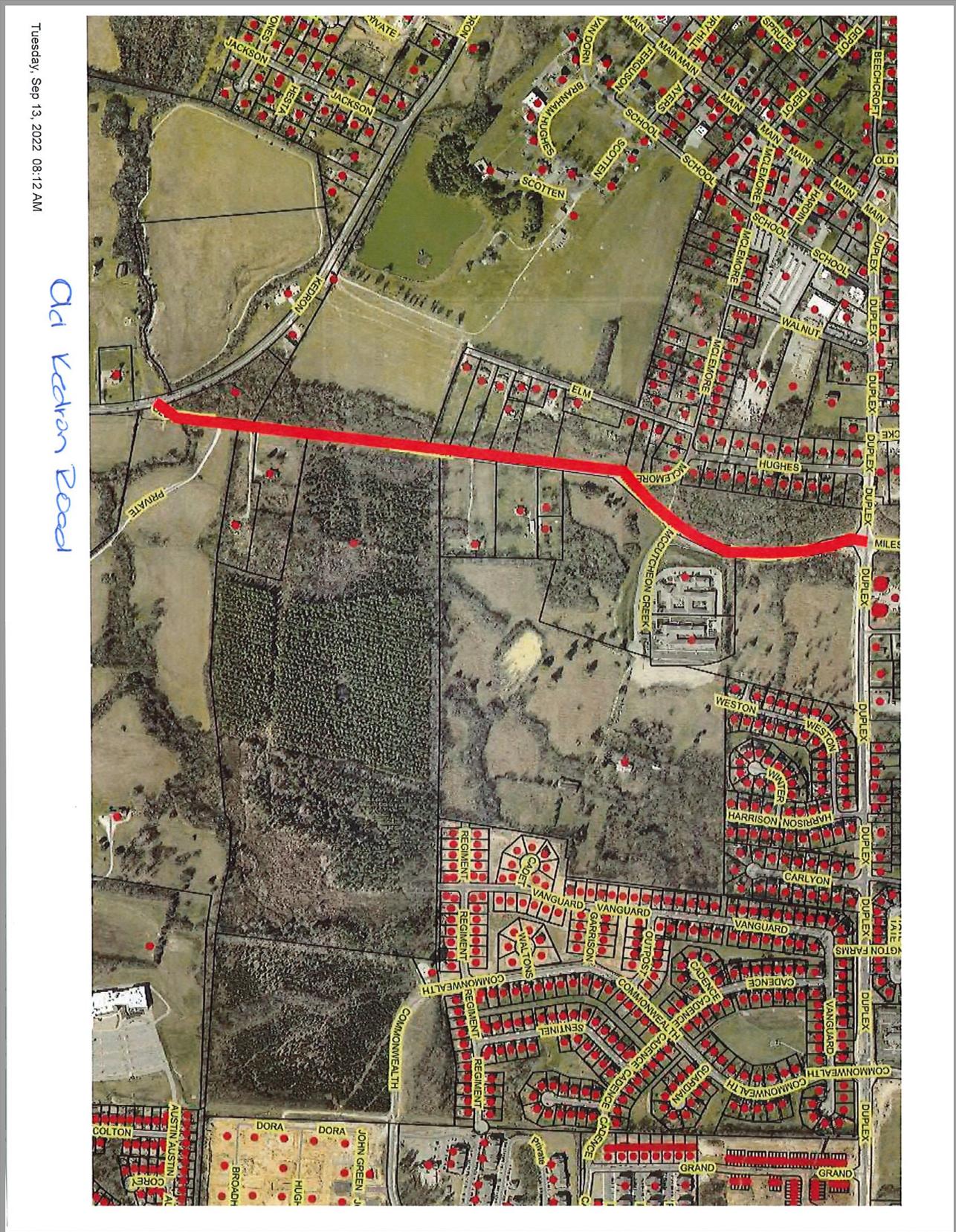
Additional repaving projects are being evaluated and will be brought for TAC approval at a later date. Any remaining funds will be used for miscellaneous paving projects that need to be repaired throughout FY 2022-2023.

FINANCIAL IMPACT:

A total of \$5,834,950 is budgeted for paving (\$3,749,496 in Streets and Highways – 110-43100-268 and \$2,085,454 in State Street Aid – 121-43190-268).

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 22-239 to authorize streets repaving under the annual contract for FY 2023.





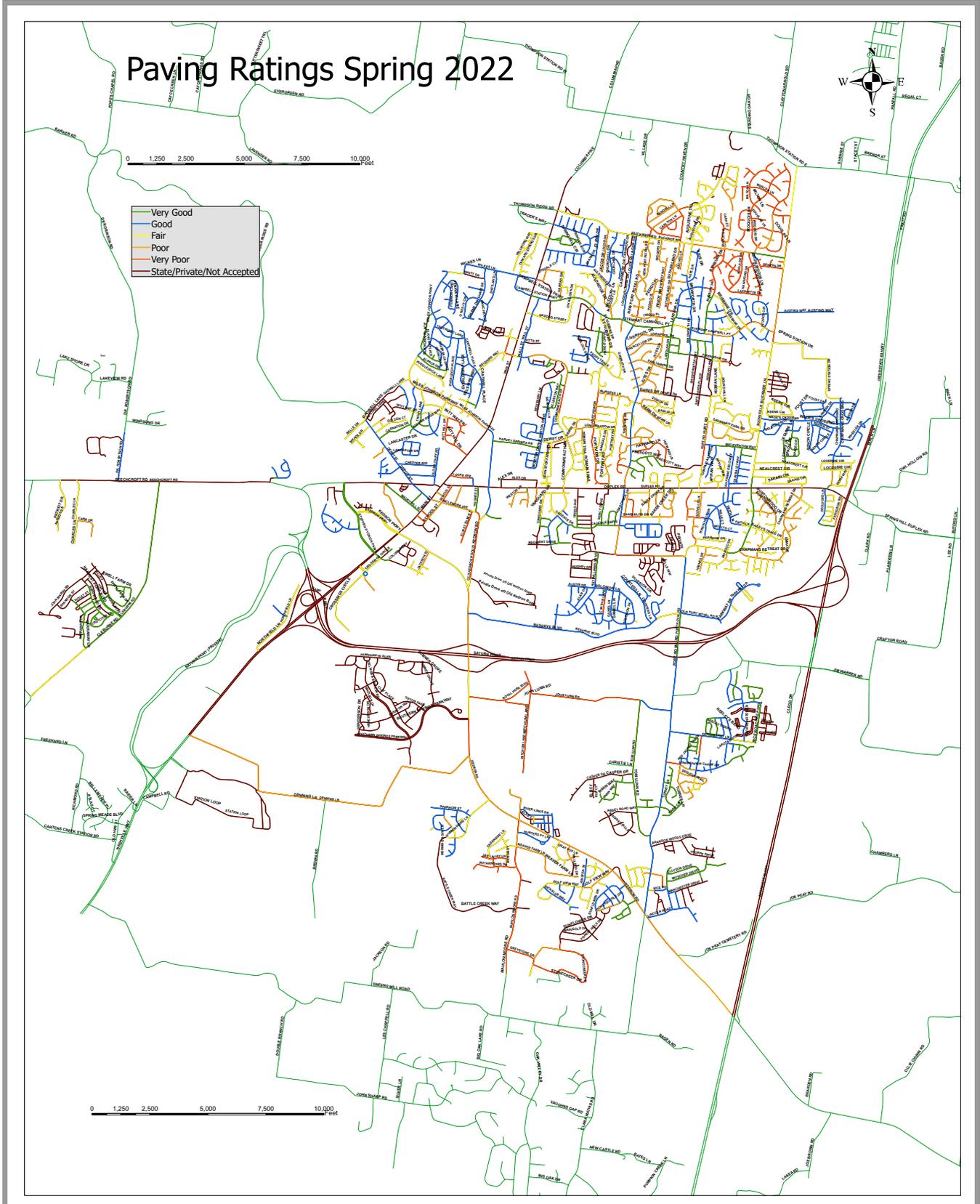
Tuesday, Sep 13, 2022 08:19 AM

Stonegate

Tuesday, Oct 11, 2022 07:57 AM

Cameron Farms





RESOLUTION 22-214

A RESOLUTION RELATED TO THE ISSUANCE OF INTERFUND CAPITAL OUTLAY NOTES, SERIES 2022

INITIAL INTERFUND CAPITAL OUTLAY NOTE RESOLUTION

WHEREAS, the City of Spring Hill, Tennessee (the “City”), a body politic and corporate existing under the laws of the State of Tennessee acting under the authority of Part 1 of Title 9, Chapter 21 of Tennessee Code Annotated has the power to issue and sell notes for public works projects as therein defined; and

WHEREAS, the Board of Mayor and Aldermen of the City does hereby determine and declare that the welfare of the municipality and its inhabitants will be served by the issuance by the City of an interfund note or notes in an amount not to exceed \$4,000,000 for (i) stormwater related projects including, but not limited to the following developments: Augusta Place, Tweed Place, Douglas Lane, Buckner Place, (ii) acquisition, of all other property, real and personal, appurtenant thereto or connected therewith, (iii) payment of legal, fiscal, administrative, architectural, design and engineering costs incident to all of the foregoing, (iv) reimbursement to the appropriate fund of the City for prior expenditures for the foregoing cost, if applicable, and (v) payment of cost incident to the notes authorized herein, and that the design, acquisition, equipping and construction of these facilities will protect the health and safety of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City, Tennessee, that for the purposes aforesaid and payment of cost of issuance in connection therewith, the negotiable interfund note or notes of the City Water & Sewer Fund shall be issued in an aggregate amount not to exceed Four Million Dollars (\$4,000,000), which shall bear interest at a rate not to exceed five percent (2.00%) per annum to the City Stormwater Fund. The notes shall be general obligation notes of the City and will be payable from the unlimited ad valorem taxes levied upon all the taxable property within the City and stormwater fees.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 7th day of November, 2022.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Capital Outlay Note Resolution

Resolution No. ____22-_____

RESOLUTION OF THE GOVERNING BODY OF
CITY OF SPRING HILL, TENNESSEE,
AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF
INTERFUND CAPITAL OUTLAY NOTES
NOT TO EXCEED \$4,000,000.00

WHEREAS, the Governing Body of the City of Spring Hill, Tennessee, (the "Local Government") has determined that it is necessary and desirable to issue capital outlay notes in order to provide funds for the following public works projects: drainage and stormwater improvements, including but not limited to, Augusta Place, Tweed Place, Douglas Lane, and Buckner Place (the "Projects"); and

WHEREAS, the Governing Body has determined that the Project is a public works project within the meaning of the Act (as defined below); and

WHEREAS, under the provisions of Parts I, IV and VI of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to finance the cost of this Project through the issuance and sale of interest-bearing capital outlay notes upon the approval of the Comptroller of the Treasury or Comptroller's designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance of capital outlay notes to finance the cost of the Project;

NOW THEREFORE, BE IT RESOLVED by the Governing Body of The City of Spring Hill, Tennessee, as follows:

Section 1. For the purpose of providing funds to finance the cost of the Project, the chief executive officer of the Local Government is hereby authorized in accordance with the terms of this resolution, and upon approval of the Comptroller of the Treasury or Comptroller's designee, to issue an interfund interest-bearing capital outlay notes in a principal amount not to exceed Four Million Dollars (\$4,000,000.00) (the "Notes"). The Notes shall be designated "Interfund Capital Outlay Notes, Series 2022"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than 99% of par value plus accrued interest if any; and shall bear interest at a rate or rates not to exceed four per cent (2%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. The Notes shall mature twelve (12) fiscal years after the fiscal year of issuance and, unless otherwise approved by the Comptroller of the Treasury or Comptroller's designee, the Notes shall be amortized

through mandatory redemption in amounts reflecting level debt service on the Notes or an equal amount of principal paid in each fiscal year as is agreed upon by the chief executive officer and the Purchaser. The principal amount paid in each fiscal year shall be set forth in the form of the Note. The weighted average maturity of the Notes shall not exceed the reasonably expected weighted average life of the Project which is hereby estimated to be 12 years.

Section 3. The Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption.

Section 4. The Notes shall be direct general obligations of the Local Government, for which the punctual payment of the principal and interest on the Notes, the full faith and credit of the Local Government is irrevocably pledged, and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of principal of and interest on the Notes. The Governing Body of the Local Government hereby authorizes the levy and collection of a special tax on all taxable property of the Local Government over and above all other taxes authorized by the Local Government to create a sinking fund to retire the Notes with interest as they mature in an amount necessary for that purpose.

Section 5. The Notes shall be executed in the name of the Local Government; shall bear the signature of the chief executive officer of the Local Government and the signature of the recording officer of the Local Government and shall be payable as to principal and interest at the office of recording officer of the Local Government or at the office of the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the official designated by law as custodian of the funds of the Local Government. All proceeds shall be paid out for financing the Project pursuant to this Resolution and as required by law.

Section 6. The Notes will be issued in fully registered form and that at all times during which any Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, exchange or transfer of the Notes. The note register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument or transfer satisfactory to the Local Government duly executed by the registered owner or the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Notes. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 7. The Notes shall be in substantially the form attached as Attachment 1 with only changes as are necessary or appropriate to comply with the requirements of the purchaser thereof as determined by the chief executive officer.

Section 8. The Notes shall be sold by negotiated sale in accordance with the Act.

Section 9. The Notes shall not be sold until receipt of the Comptroller of the Treasury or Comptroller’s Designee’s written approval for the sale of the Notes.

Section 10. The chief executive officer is authorized to designate the Notes as qualified tax-exempt obligations for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986 if so eligible to be designated.

Section 11. After the sale of the Notes, and for each year that any of the Notes are outstanding, the Local Government shall prepare an annual budget and budget ordinance in a form consistent with accepted governmental standards and as approved by the Comptroller of the Treasury or Comptroller’s designee. The budget shall be kept balanced during the life of the Notes and shall appropriate sufficient monies to pay all annual debt service. The annual budget and ordinance shall be submitted to the Comptroller of the Treasury or Comptroller’s designee immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller’s Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the “Statutes”). If the Comptroller of the Treasury or Comptroller’s designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller’s designee.

Section 12. This resolution shall serve as the expression of official intent of the City to reimburse itself for Project expenditures from proceeds of the notes in an amount not to exceed the amount of the Notes for purposes of Treasury Regulations Section 1.150-2.

Section 13. All orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this ____ day of November, 2022.

(Local Government Chief Executive)

ATTESTED:

(Recording Officer)

Attachment 1
CAPITAL OUTLAY NOTE FORM

Registered Note No. _____

Registered \$ 4,000,000.00

City of Spring Hill
of the State of Tennessee
Interfund Capital Outlay Notes, Series 2022

DATED: _____, 2022

INTEREST RATE: 2%

MATURITY DATE: June 1, 2034

Registered Owner: City of Spring Hill, Tennessee, Water and Sewer Fund

Drawdown Note with a Principal Sum not to exceed: \$4,000,000

The City of Spring Hill, Tennessee (the Local Government) hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum specified above on the Maturity Date specified above or according to an amortization schedule attached hereto (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on June 1, 2023 and thereafter on June 1 of each year at the Interest Rate per annum specified above or according to an amortization schedule attached hereto, by check, draft, or warrant mailed to the Registered Owner at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the Local Government. Both principal of and interest on this note are payable at the office of the Of the Local Government or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

Drawdown note shall be made available to the Borrower upon the execution of this Agreement by way of banker's draft payable to or to the order of the Borrower (drawn on a bank in the PRC) or such other manner as agreed between the Lender and the Borrower.

This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption.

This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting on the ____ day of November, 2022 (the "Resolution") to provide funds to finance the cost of public works projects referenced in the Resolution.

This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local Government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Pursuant to Tenn. Code Ann. Section 9-21-117, this note and interest thereon are exempt from all state, county, and municipal taxation except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the signature of the Mayor, Jim Hagaman, and attested by the signature of the City Recorder, April Goad, with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the _____ day of 2022.

(Local Government Chief Executive)

ATTESTED:

(Recording Officer)

ASSIGNMENT

Note No. _____

Amount: _____

For value received, the undersigned hereby sells, assigns, and transfers unto

(Name and Address of assignee)

(Please indicate social security or other tax identifying number of assignee)

The within-mentioned note and hereby irrevocably constitutes and appoints _____
attorney-in-fact, to transfer the same on the note register in the office of the _____
_____ or the agent of the Local Government with full power of substitution in the premises.

Date: _____

Assignor: _____

Address: _____

CITY OF SPRING HILL, TENNESSEE



Preliminary Innerfund Capital Outlay Note Analysis

October 12, 2022



CUMBERLAND SECURITIES

SINCE 1931

Prepared By:

Cumberland Securities Company, Inc.

Independent Registered Municipal Advisors

Knoxville, Tennessee 37933

Telephone: (865) 988-2663

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Risk Disclosures:

| Fixed Rate Bonds | | |
|-----------------------------|---|---|
| Material Risk Consideration | Description of Risk | Potential Consequences |
| Issuer Default Risk | Possibility that the Issuer defaults under the authorizing documents | <ul style="list-style-type: none"> • Range of available remedies may be brought against Issuer (e.g. forcing issuer to raise taxes or rates) • Credit ratings negatively impacted • Access to capital markets impaired • Possibility of receivership or bankruptcy for certain issuers |
| Redemption Risk | The ability to redeem the bonds prior to maturity may be limited | <ul style="list-style-type: none"> • Inability to refinance at lower interest rates |
| Refinancing Risk | Possibility that the bonds cannot be refinanced | <ul style="list-style-type: none"> • Inability to refinance at lower interest rates |
| Reinvestment Risk | Possibility that the Issuer may be unable to invest unspent proceeds at or near the interest rate on the bonds | <ul style="list-style-type: none"> • Negative arbitrage resulting in a higher cost of funds |
| Tax Compliance Risk | For tax-exempt bonds, possibility that failure to comply with tax-related covenants results in the bonds becoming taxable obligations | <ul style="list-style-type: none"> • Increase in debt service costs retroactively to date of issuance • Possible mandatory redemption of bonds affected • Risk of IRS Audit • Difficulty in refinancing the bonds • Access to tax-exempt market impacted • Difficulty in issuing future tax-exempt debt |

| Variable Rate Demand Bonds ("VRDB") / Floating Rate Notes ("FRN") / Bank Index Loan ("Index") / "Put Loan" (e.g. Fixed Rate for Five (5) Years, then Rate Resets to New Rate) | | |
|---|---|---|
| Material Risk Consideration | Description of Risk (Type of Debt Risk Applicable to) | Potential Consequences |
| Interest Rate Risk | Possibility that the interest rate may increase on an interest reset date (VRDB, FRN, Index, Put Loans) | <ul style="list-style-type: none"> • Increase in debt service cost (up to maximum rate) • Lower debt service coverage • Lower cash reserves |
| Index Risk | Possibility that the method of determining the index (LIBOR or SIFMA) could change. Indices may be affected by factors unrelated to FRN's/Index Loan or the tax-exempt market (VRDB, FRN, Index, Put Loans) | <ul style="list-style-type: none"> • Increase in debt service costs • Lower debt service coverage • Lower cash reserves • Provision should be made for alternate mechanism to determine rate |
| Issuer Default Risk | Possibility that the Issuer defaults under the authorizing documents (VRDB, FRN, Index, Put Loans) | <ul style="list-style-type: none"> • Range of available remedies may be brought against Issuer (e.g., forcing Issuer to raise taxes or revenues) • Credit ratings negatively impacted • Default could impact remarketing which could cause increase in debt service costs • Access to capital markets impaired |
| Issuer Ratings Downgrade Risk | Possibility that a downgrade of the issuer's rating(s) may result in optional tenders or an increase in fees payable to the bank providing the liquidity facility (VRDB, FRN, Index, Put Loans) | <ul style="list-style-type: none"> • Ratings change could impact remarketing which could cause an increase in debt service cost • Higher liquidity facility fees resulting in higher cost of funds |
| Liquidity Risk | Possibility that VRDB's cannot be successfully remarketing, resulting in Bank Bonds (VRDB) | <ul style="list-style-type: none"> • Increase in debt service costs due to higher bank bond rate and accelerated principle repayment • May be required to refinance or term out the VRDO's • Inability to refinance or possibly higher interest rates |
| Liquidity Provider Default Risk | Possibility that the bank providing the liquidity facility supporting the VRDO's defaults in its obligations under the liquidity facility (VRDB) | <ul style="list-style-type: none"> • Issuer required to repay principal and accrued interest if Issuer is not able to refinance • Increase in debt service costs |
| Liquidity Provider Ratings Downgrade | Possibility that a downgrade of the liquidity provider's rating(s) may result in optional tenders (VRDB) | <ul style="list-style-type: none"> • Ratings change could impact remarketing which could cause an increase in debt service cost |
| Refinancing Risk | Possibility that the FRN, Index or Put Loan cannot be remarketed or refinanced (FRN, Index, Put Loans) | <ul style="list-style-type: none"> • Hard Put: must repay principal and accrued interest or Event of Default • Soft Put: higher interest rate on debt and higher debt service costs up to maximum rate • Increase in debt service costs upon any refinancing • Inability to refinance or possibly higher interest rates |
| Regulatory Risk | Possibility that prospective regulatory requirements increase cost of obtaining and maintaining the liquidity facility (VRDB, FRN, Index, Put Loans) | <ul style="list-style-type: none"> • Increase in debt service costs • Higher liquidity facility fees resulting in higher cost of funds |
| Reinvestment Risk | Possibility that the issuer may be unable to invest unspent proceeds at or near the interest rate on the bonds (VRDB, FRN, Index, Put Loans) | <ul style="list-style-type: none"> • Negative arbitrage resulting in higher cost of funds |
| Remarketing Risk | Possibility that the remarketing agent does not perform its duties in a satisfactory manner or may resign or cease its remarketing efforts (VRDB) | <ul style="list-style-type: none"> • Higher interest rates • Difficulty remarketing the VRDO's • May require appointment of a successor remarketing agent |
| Renewal Risk | Possibility that the facility or loan will not be extended for a successive commitment period or not be replaced at a reasonable cost (VRDB, FRN, Index, Put Loans) | <ul style="list-style-type: none"> • Issuer required to repay principal and accrued interest on tender date if issuer is not able to refinance • Increase in debt service costs |
| Tax Compliance Risk | For tax exempt bonds, possibility that failure to comply with tax related covenants result in the bonds becoming taxable obligations (VRDB, FRN, Index, Put Loans) | <ul style="list-style-type: none"> • Increase in debt service costs retroactively to date of issuance • Possible mandatory redemption of bonds affected • Risk of IRS audit • Difficulty in refinancing the bonds • Access to tax exempt market impacted • Difficulty in issuing future tax-exempt debt |

City of Spring Hill, Tennessee

Preliminary Funding Analysis

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Disclaimer and Disclosures

\$4mm General Obligation Innerfund Capital Outlay Note, Series 2022

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| Estimated Total Combined Debt - Innerfund Capital Outlay Note, Series 2022..... | 3 |
| Total Outstanding Debt - Storm Water Fund - Graph..... | 4 |



CUMBERLAND SECURITIES

SINCE 1931



CUMBERLAND SECURITIES

DEBT SERVICE

Spring Hill, Tennessee

Interfund Loan - \$2,000,000 Draw on 12/01/2022

| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|------------|--------------|--------|------------|--------------|--------------|
| 06/01/2023 | 93,116.00 | 2.000% | 20,000.00 | 113,116.00 | 113,116.00 |
| 06/01/2024 | 156,704.00 | 2.000% | 38,137.68 | 194,841.68 | 194,841.68 |
| 06/01/2025 | 159,838.00 | 2.000% | 35,003.60 | 194,841.60 | 194,841.60 |
| 06/01/2026 | 163,035.00 | 2.000% | 31,806.84 | 194,841.84 | 194,841.84 |
| 06/01/2027 | 166,295.00 | 2.000% | 28,546.14 | 194,841.14 | 194,841.14 |
| 06/01/2028 | 169,621.00 | 2.000% | 25,220.24 | 194,841.24 | 194,841.24 |
| 06/01/2029 | 173,014.00 | 2.000% | 21,827.82 | 194,841.82 | 194,841.82 |
| 06/01/2030 | 176,474.00 | 2.000% | 18,367.54 | 194,841.54 | 194,841.54 |
| 06/01/2031 | 180,003.00 | 2.000% | 14,838.06 | 194,841.06 | 194,841.06 |
| 06/01/2032 | 183,603.00 | 2.000% | 11,238.00 | 194,841.00 | 194,841.00 |
| 06/01/2033 | 187,276.00 | 2.000% | 7,565.94 | 194,841.94 | 194,841.94 |
| 06/01/2034 | 191,021.00 | 2.000% | 3,820.42 | 194,841.42 | 194,841.42 |
| | 2,000,000.00 | | 256,372.28 | 2,256,372.28 | |

Date Structure

Date 12/01/2022
 First Coupon Date 06/01/2023

Prepared by Cumberland Securities Company, Inc.



CUMBERLAND SECURITIES

DEBT SERVICE

Spring Hill, Tennessee

Interfund Loan - \$2,000,000 Draw on 6/01/2023

| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|------------|--------------|--------|------------|--------------|--------------|
| 06/01/2024 | 164,356.00 | 2.000% | 40,000.00 | 204,356.00 | 204,356.00 |
| 06/01/2025 | 167,643.00 | 2.000% | 36,712.88 | 204,355.88 | 204,355.88 |
| 06/01/2026 | 170,996.00 | 2.000% | 33,360.02 | 204,356.02 | 204,356.02 |
| 06/01/2027 | 174,416.00 | 2.000% | 29,940.10 | 204,356.10 | 204,356.10 |
| 06/01/2028 | 177,904.00 | 2.000% | 26,451.78 | 204,355.78 | 204,355.78 |
| 06/01/2029 | 181,462.00 | 2.000% | 22,893.70 | 204,355.70 | 204,355.70 |
| 06/01/2030 | 185,091.00 | 2.000% | 19,264.46 | 204,355.46 | 204,355.46 |
| 06/01/2031 | 188,793.00 | 2.000% | 15,562.64 | 204,355.64 | 204,355.64 |
| 06/01/2032 | 192,569.00 | 2.000% | 11,786.78 | 204,355.78 | 204,355.78 |
| 06/01/2033 | 196,421.00 | 2.000% | 7,935.40 | 204,356.40 | 204,356.40 |
| 06/01/2034 | 200,349.00 | 2.000% | 4,006.98 | 204,355.98 | 204,355.98 |
| | 2,000,000.00 | | 247,914.74 | 2,247,914.74 | |

Date Structure

| | |
|-------------------|------------|
| Date | 06/01/2023 |
| First Coupon Date | 06/01/2024 |

Prepared by Cumberland Securities Company, Inc.



CUMBERLAND SECURITIES

AGGREGATE DEBT SERVICE

Spring Hill, Tennessee

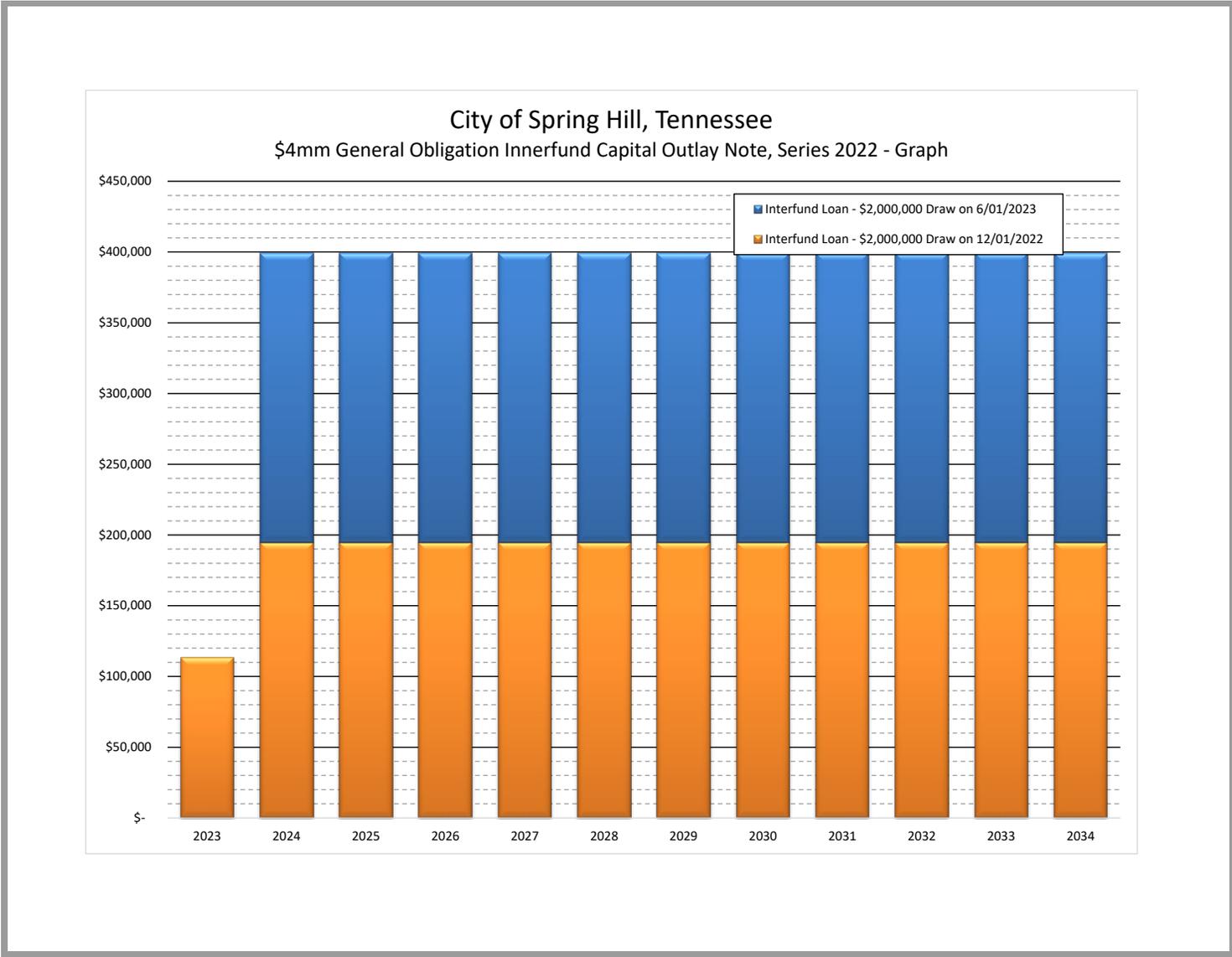
\$4,000,000 General Obligation Interfund Capital Outlay Note, Series 2022

| Date | Principal | Interest | Total P+I |
|------------|--------------|------------|--------------|
| 06/01/2023 | 93,116.00 | 20,000.00 | 113,116.00 |
| 06/01/2024 | 321,060.00 | 78,137.68 | 399,197.68 |
| 06/01/2025 | 327,481.00 | 71,716.48 | 399,197.48 |
| 06/01/2026 | 334,031.00 | 65,166.86 | 399,197.86 |
| 06/01/2027 | 340,711.00 | 58,486.24 | 399,197.24 |
| 06/01/2028 | 347,525.00 | 51,672.02 | 399,197.02 |
| 06/01/2029 | 354,476.00 | 44,721.52 | 399,197.52 |
| 06/01/2030 | 361,565.00 | 37,632.00 | 399,197.00 |
| 06/01/2031 | 368,796.00 | 30,400.70 | 399,196.70 |
| 06/01/2032 | 376,172.00 | 23,024.78 | 399,196.78 |
| 06/01/2033 | 383,697.00 | 15,501.34 | 399,198.34 |
| 06/01/2034 | 391,370.00 | 7,827.40 | 399,197.40 |
| | 4,000,000.00 | 504,287.02 | 4,504,287.02 |

Par Amounts Of Selected Issues

| | |
|---|---------------------|
| Interfund Loan - \$2,000,000 Draw on 12/01/2022 | 2,000,000.00 |
| Interfund Loan - \$2,000,000 Draw on 6/01/2023 | 2,000,000.00 |
| TOTAL | 4,000,000.00 |

Prepared by Cumberland Securities Company, Inc.





Jason E. Mumpower
Comptroller

October 25, 2022

Honorable Mr. Jim Hagaman, Mayor
and Honorable Board of Aldermen
City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

Dear Mayor Hagaman and Board of Aldermen:

Thank you for your recent correspondence. We acknowledge receipt on October 21, 2022, of a request from Spring Hill (the “City”) for approval to issue twelve-year interfund capital outlay notes in an amount not to exceed \$4,000,000 to be known as the “Interfund Capital Outlay Notes, Series 2022” (the “Notes”). The interfund loan will be made from the City’s Water and Sewer Fund to its Stormwater Fund.

Included with the request was a draft copy of a resolution, authorizing the issuance of the Notes to finance public works projects, drainage and stormwater improvements, including but not limited to, Augusta Place, Tweed Place, Douglas Lane, and Buckner Place (the “Project”). The proposed note form was included with the resolution. The proposed note form was included with the resolution. Please send a copy of the executed note and the adopted certified Resolution to us along with the completed Report on Debt Obligation within forty-five (45) days of the issuance of the debt herein approved: tncot.cc/debt-report.

The City provided a cash flow forecast which supports that the City has sufficient monies in its Water and Sewer Fund to lend to the Stormwater Fund without impacting the operations of the Water and Sewer Fund.

CORDELL HULL BUILDING | 425 Rep. John Lewis Way N. | Nashville, Tennessee 37243

Spring Hill
October 25, 2022
Page 2

Note Approval

This letter constitutes approval for the City to issue the Notes as an interfund loan from the Water and Sewer Fund to the Stormwater Fund pursuant to Title 9, Chapter 21, Parts 6 and 4 of Tennessee Code Annotated. Approval of the Notes is conditioned upon the City's compliance with all relevant provisions of Tennessee law. Our office has relied upon the City's determination of the cost of the public works project.

The City is responsible for ensuring compliance with Title 9, Chapter 21, Parts 1, 4, and 6 of the Tennessee Code Annotated, its debt management policy, and timely payment of outstanding note principal and interest in accordance with the note provisions.

This letter and the approval to issue debt do not address the compliance with federal tax regulations and should not be relied upon for that purpose. The City should discuss these issues with a tax attorney or bond counsel.

This approval is valid for six months after the date of this letter. If the Notes have not been issued within that time, a new request must be submitted to our office for approval. Please notify us if the City decides not to issue the Notes.

Purpose, Terms, and Life

This Project meets the definition of a public works project in Tenn. Code Ann. § 9-21-105, and the City may issue notes under the authority of Title 9, Chapter 21 of the Tennessee Code Annotated to finance such Project. The maturity of the Notes does not exceed the life of the proposed Project as attested by the local governing body. The submitted resolution and supporting documents appear to meet the requirements for the issuance of notes in Title 9, Chapter 21 Parts 1, 4, and 6 of the Tennessee Code Annotated. The maximum maturity for the Notes as authorized by the governing body is twelve fiscal years after the fiscal year the Notes are issued. In its resolution, the City committed to amortize the Notes in a manner that reflects level debt service.

After Issuance

Our website contains specific compliance requirements your local government will be responsible for once the notes are issued: <http://tncot.cc/debt>. The listing is not all inclusive.

Spring Hill
October 25, 2022
Page 3

If you should have questions or need assistance, please refer to our online resources on our website or feel free to contact your financial analyst, Meghan Huffstutter, at 615-747-5379 or Meghan.Huffstutter@cot.tn.gov.

Sincerely,

Sheila A. Reed

Sheila Reed, Assistant Director
Division of Local Government Finance

cc:

Ms. Jean Suh, Audit Review Manager, Local Government Audit, COT
Ms. Debra Dutcher, Finance Director, City of Spring Hill
Mr. Scott Gibson, Cumberland Securities Inc.
Mr. John Werner, Cumberland Securities Inc.

SR: mh

City of Spring Hill, Tennessee

\$4,000,000 General Obligation Inner Fund Capital Outlay Notes, Series 2022

List of Proposed Projects

All projects will be storm water related including, but not limited to the following developments:

Augusta Place

Tweed Place

Douglas Lane

Buckner Place

The estimated life expectancy for these projects is 20 years.



October 20, 2022

Ms. Shelia Reed
Division of Local Government Finance
Cordell Hull Building
425 Rep. John Lewis Parkway N.
4th Floor
Nashville, TN 37243

Sent Via Email: LGF@cot.tn.gov

Re: City of Spring Hill, Tennessee
\$4,000,000 Interfund Capital Outlay Notes, Series 2022

Dear Ms. Reed:

The City of Spring Hill, Tennessee, (the "City") is pleased to enclose for your consideration a draft resolution authorizing the above-captioned Notes as to be adopted by The City on or about November 21, 2022. This proposed sale/interfund loan is feasible and in the best interest of the local government and the City of Spring Hill can repay the Water & Sewer Fund the proposed indebtedness together with all other obligations of the local government. The funds will be used to correct stormwater issues including but not limited to four developments that have been suffering from major flooding.

As provided by Section 9-21-601 et seq., Tennessee Code Annotated, we respectfully request that you approve the issuance of the above captioned Notes and the enclosed amortization schedule.

If you have any questions or need any additional information with respect to this financing, please do not hesitate to contact our Finance Director, Debra Dutcher. She can be contacted at ddutcher@springhilltn.org or by phone 931-922-8126.

Sincerely,

Jim Hagaman
Mayor



THE CITY OF SPRING HILL

199 Town Center Parkway • Spring Hill, Tennessee 37174

931-486-2252

www.springhilltn.org



RESOLUTION 22-240

A RESOLUTION TO APPROVE A RELOCATION AGREEMENT WITH MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION FOR ELECTRIC FACILITIES RELOCATIONS FOR THE SOUTH SEGMENT OF THE BUCKNER LANE WIDENING PROJECT

WHEREAS, the City of Spring Hill has identified the need to widen Buckner Lane to benefit the increased traffic volume and safety of the citizens; and

WHEREAS, utilities will need to be relocated during the widening project, to include water, sewer, stormwater infrastructure, natural gas, electric and telecommunication services; and

WHEREAS, Middle Tennessee Electric Membership Corporation (“MTEMC”) is the service provider for the electric service on Buckner Lane and will be the provider responsible for relocating electric facilities for the Buckner Lane South Segment widening project; and

WHEREAS, MTEMC has submitted a Relocation Agreement (Contract No. 15734751) attached hereto with a cost estimate in the amount of \$118,440.75 to relocate electric facilities per the construction plans for the South Segment of the Buckner Lane widening project; and

WHEREAS, the expense for electric utility relocation will be paid from the 18-75 Fund utilizing developer entitlement fees; and

WHEREAS, City staff recommends approval of the Relocation Agreement with MTEMC in the amount of \$118,440.75 and the establishment of a project contingency for electric relocation in the amount of \$31,559.25 for a total appropriation of \$150,000.00.

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

1. Approve the Relocation Agreement (Contract No. 15734751) attached hereto with Middle Tennessee Electric Membership Corporation to provide relocation services of electric facilities for the Buckner Lane widening project – South Segment at a cost of \$118,440.75.
2. Establish an electrical relocation contingency in the amount of \$31,559.25 for a total budget appropriation of \$150,000.00.
3. Authorize the Mayor to sign the Relocation Agreement attached hereto.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 7th day of November, 2022.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 22-240*
SUBMITTED BY: Missy Stahl, CIP Manager
DATE: November 7, 2022
RE: To approve a Relocation Agreement with MTEMC to relocate electric facilities for the Buckner Lane – South segment widening project
ATTACHMENTS: Electric facilities relocation contract

PURPOSE:

The purpose of this resolution is to approve a Relocation Agreement with MTEMC to relocate electric facilities for the Buckner Lane widening project – South Segment and authorize the Mayor to execute the Agreement.

BACKGROUND:

The City of Spring Hill is currently in the process of widening Buckner Lane as traffic has increased with the growing population and with the anticipated increase once the new I65 interchange at Buckner Road is completed to ensure citizens' safety. There are several utilities that will need to be relocated as part of the project, encompassing water, sewer, stormwater, natural gas, electric, and telecommunication services. Middle Tennessee Electric Membership Corporation (MTEMC) is the provider for electric facilities on Buckner Lane and will be the responsible provider to relocate any/all poles, lines, etc. as needed per the construction plans being developed for the widening project.

MTEMC has submitted a Relocation Agreement with a proposed cost of \$118,440.75 for the design and construction of electrical relocation within the South Segment of the project that includes estimated right-of-way expenses. Given the complexities of utility relocations and past experience with other major road widening projects, staff also recommends the approval of a contingency budget of \$31,559.25 for any amendments

that may be necessary to the Agreement that may be incurred during the electric relocation.

FINANCIAL IMPACT:

The expense for the relocation of electrical service by MTEMC is a construction related expense. Therefore, it is recommended by Staff that consideration be given by the Board to appropriate the recommended \$150,000 that is inclusive of the amount stipulated in the Agreement along with a contingency amount from uncommitted bond funds recently secured by the City of Spring Hill.

Funding will be from entitlement fees paid by the developer of Wilkerson Place that can be used towards the Buckner Lane widening.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 22-240 to approve the Relocation Agreement with Middle Tennessee Electric Membership Corporation and to authorize the Mayor to sign the Agreement for electric facilities relocations for the Buckner Lane – South Segment widening project at a total cost of \$229,440.75 plus an additional \$31,559.25 as a budgeted contingency for a total amount of \$150,000 for electric service relocation for the South Segment of the Buckner Lane widening project.

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

[City of Spring Hill Buckner Lane SEC II Contract 15734751 - signed.pdf \(LINK\)](#)

RESOLUTION 22-241

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH THE CORRADINO GROUP FOR FINAL DESIGN AND CONSTRUCTION PLANS SERVICES FOR COUNTESS ROUNDABOUT

WHEREAS, the City of Spring Hill has contracted with The Corradino Group to provide preliminary design services for a roundabout road improvement to Port Royal Road at the Countess Lane and Commonwealth Drive intersection; and

WHEREAS, The Corradino Group has submitted a Professional Services Agreement for final design and development of construction documents, construction engineering inspection and geotechnical investigation of the corridor; and

WHEREAS, the proposed cost of the additional services is \$613,147.00, as shown in Exhibit A; and

WHEREAS, City staff recommends approval of a contingency in the amount of \$36,853.00 for a total approval of \$650,000.00; and

WHEREAS, upon completion of final design, construction documents, and availability of the contractor, construction will begin; and

WHEREAS, the cost will be expensed from the 18-75 fund.

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

1. Approve the Professional Services Agreement with The Corradino Group for final design services for Port Royal Road Improvements in the amount of \$613,147.00, attached hereto.
2. Approve a contingency amount of \$36,853.00 for the services for a total approved amount of \$650,000.00.
3. 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 7th day of November, 2022.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 22-241*
SUBMITTED BY: Missy Stahl, CIP Manager
Tyler Scroggins, Public Works Director
DATE: November 7, 2022
RE: To authorize the Mayor to sign a Professional Services Agreement with The Corradino Group for final design and construction plans services for the Countess Roundabout
ATTACHMENTS: Professional Services Agreement

PURPOSE:

The purpose of this resolution is to authorize the Mayor to sign a Professional Services Agreement with The Corradino Group for final design and construction plans services.

BACKGROUND:

The City contracted with The Corradino Group to provide preliminary design services for the Countess Roundabout road improvement, identified in Resolution 18-75. The project has now advanced and requires full design and construction plans. The Corradino Group has submitted a PSA in the amount of \$613,147.00 for final design, construction plans, CEI services and geotechnical investigations. This supplemental PSA also includes the addition of approximately 1,500' to the east of the project limits to capture the area between the Countess Roundabout project and the Buckner Lane/Port Royal Road intersection project.

Staff recommends an approval of a contingency amount of \$36,853.00 for a total approved cost of \$650,000.00.

FINANCIAL IMPACT:

Funding for the services will be expensed from the 18-75 Fund, utilizing revenues and will be added to the FY 23 budget in Budget Amendment #1.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 22-241 to authorize the Mayor to sign a Professional Services Agreement with The Corradino Group for final design and construction plans services for the Countess Roundabout.



THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS · PLANNERS · PROGRAM MANAGERS · ENVIRONMENTAL SCIENTISTS

October 31, 2022

Ms. Missy Stahl, CMFO
CIP Manager
City of Spring Hill
PO Box 789
Spring Hill, TN 37174

**Re: Request for Supplement – Final Design & Construction Plans
Port Royal Road at Commonwealth Drive/Countess Lane Roundabout Design**

Dear Ms. Stahl:

Corradino is pleased to submit to our supplement request fee proposal to provide services involving the final design and development of construction documents for the referenced project. Our proposal also includes cost to perform a geotechnical investigation, roadway lighting design, preparation of any right-of-way exhibits, and extends the project limits along Port Royal Road approximately 1,500-feet.

We appreciate your confidence in The Corradino Group to provide these services for such a dynamic and exciting project. Should you have any further questions regarding this information, we are at your disposal to answer any concerns.

Sincerely,
THE CORRADINO GROUP, INC.



Gerald G. Bolden, PE, PTOE
Vice President

ACCEPTED BY:

Signature

Printed Name and Title

Agency

Date

377 RIVERSIDE DRIVE, SUITE 410
FRANKLIN, TN 37064
TEL 615.372.6972
FAX 615.372.7519
WWW.CORRADINO.COM

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS · PLANNERS · PROGRAM MANAGERS · ENVIRONMENTAL SCIENTISTS

EXHIBIT A

SCOPE OF SERVICES TO FINALIZE CONSTRUCTION PLANS AND PREPARE BID DOCUMENTS

October 31, 2022 (Supplemented to the Scope of Services dated September 20, 2021)

PORT ROYAL ROAD AT COMMONWEALTH DRIVE/COUNTESS LANE ROUNDABOUT DESIGN

The Corradino Group (Corradino) understands the following item(s) to be supplemented within the scope of work for the referenced project:

The City of Spring Hill previously contracted with The Corradino Group to move forward with a preliminary right-of-way design for a two-lane roundabout to better identify the impacts and assist the City and developers with the next steps of project development. Corradino’s previous scope of work was to develop preliminary-right-of-way plans that included preliminary roadway and roundabout design along Port Royal Road, from just south of Candlelite Drive to just east of Fennel Court, per TDOT standards and guidelines.

This scope of work supplements the original contract and identifies the scope of services for Corradino to finalize Construction Plans and prepare bid documents to allow a contractor to construct the project.

Project Scope of Work:

1. Provide project management and coordination with the City and property owners affected by the improvements.
 - i. Attendance of up to three (3) meetings with the City, consisting of two (2) meetings with the City and one (1) project update with BOMA.
 - ii. Conduct one (1) meeting with utilities to coordinate the project design and relocation of utilities.
2. Plans development will consist of completing the remaining 50% of the overall project’s design and plans development. *(The previous scope of work involved developing up to approximately 50% of the overall project design and plans development.)*
 - i. Design and preparation of Final plans per City of Spring Hill and TDOT standards and guidelines, including details and remaining design elements.
 - ii. Tab blocks will be created for quantities.
 - iii. All General and Special Notes will be developed and added to the plan set.
 - iv. A detailed Traffic Control design will be finalized based on the preliminary design and discussions with the City.
 1. Assumes the roadway will be closed for a duration of not more than 8 weeks or less to allow the City’s contractor to construct portions of the project that would normally require significant traffic control shifts.
 - v. Erosion Control will be finalized and permits developed and submitted on the City’s behalf for the purpose of constructing the project. Final contours will be prepared.

377 RIVERSIDE DRIVE, SUITE 410
FRANKLIN, TN 37064
TEL 615.372.6972
FAX 615.372.7519
WWW.CORRADINO.COM

Page 2
Exhibit A – Scope fo Services for Final Plans
October 31, 2022

THE CORRADINO GROUP

- vi. Deliverable material shall consist of the most current Microstation and Geopak version in .dgn, .tin, and .gpk format.
- vii. Proposed Right-of-Way will be established based on an offset of approximately five feet from the toe of slope. This may require some “massaging” and adjustment as 11Corradino coordinates with the City and developers.
- viii. The project limits will be extended approximately 1,500 linear feet along Port Royal Road, beginning near Fennel Court and extending eastward to near Walden Trace Court, to connect to the adjacent roadway improvements project for the intersection of Port Royal Road at Buckner Lane. This work will include;
 - 1. Preparation of additional plans sheets including Present and Proposed Layouts, ROW details, cross-sections, sign-marking sheets..
 - 2. Additional drainage design.
 - 3. Developing cross-sections and slope lines.
 - 4. Identifying additional right-of-way to be acquired.
 - 5. Additional utility coordination.
 - 6. Miscellaneous drafting and cadd work.
 - 7. Coordination and preparation of exhibits to acquire right-of-way outside the limits of the roundabout.
- 3. Submittals to the City will consist of one (1) copy in .pdf electronic format.
- 4. Provide coordination and assistance to relocate affected utilities which have been determined to include Middle Tennessee Electric Membership (MTEMC), Spring Hill Water and Sewer, AT&T, Atmos, ComCast, and /or Charter. Corradino assumes each utility will provide its own relocation plans to be inserted into the overall plan set.
 - a. Corradino will coordinate with the City and utilities to assist in providing any conduit to be constructed inside the project right-of-way.
 - b. Assumes all utilities are responsible for obtaining any easement(s) and all relocation will occur outside the right-of-way.
- 5. Design of pedestrian and roadway lighting for the project limits, including placement of footings and conduit for light poles. Corradino will coordinate accordingly with MTE for the electrical service connection.
- 6. Corradino will prepare an engineer’s probable opinion of construction cost estimate based plans prepared in this scope of work.
- 7. A pavement design will utilize the same schedule as applied to the Buckner Lane and Buckner Road (west of Buckner Lane) projects; this consists of 1.5” asphalt surface, 4.5” asphalt B-M2, and 12” thick mineral aggregate base.
- 8. A geotechnical investigation will be performed within the project limits. This work will be utilized in determining subsurface conditions and soil characteristics necessary for design and construction of the roadway. Roadway cores to check the asphalt thickness along portions of the project alignment will be performed to confirm and evaluate the pavement section. (See attached Scope of Work for this work.)
- 9. A bid book will be prepared containing project information and legal forms for the City to enter into contract with a selected contractor. Technical specifications to construct the project will be included.
- 10. Corradino will provide CEI services as outlined in the following sections. Based on discussions with the City, Corradino will provide an inspection team consisting of a Project Manager and full-time inspector for the project. Corradino will coordinate throughout the construction phase with the City’s PM accordingly. The inspector will not be required to be on-site during periods when the contractor is inactive.

377 RIVERSIDE DRIVE, SUITE 410
 FRANKLIN, TN 37064
 TEL 615.372.6972
 FAX 615.372.7519
 WWW.CORRADINO.COM

Page 3
 Exhibit A – Scope fo Services for Final Plans
 October 31, 2022

THE CORRADINO GROUP

11. Corradino will coordinate the proposed construction with affected utilities in the area. In the event that conflicts arise, Corradino will work with the City of Spring Hill and/or other parties (Contractor, respective utility, etc.) to make adequate field adjustments and/or suitable revision(s) to the plans that will resolve, improve, or redesign the situation and help reduce delays. These situations will be handled on a case-by-case basis.

The project will be developed using the following assumptions and criteria:

1. The TDOT standard Design Guidelines, specifications, and permit requirements shall be monitored by Consultant, and should there be a material change resulting in additional work by Consultant, the parties will make an equitable adjustment in Consultant's fees.
2. The TDOT Drainage Manual and Erosion Control Manual requirements shall be monitored by Consultant, and should there be a material change resulting in additional work by Consultant, the parties will make an equitable adjustment in Consultant's fees.
3. The typical section for Port Royal Road will be as provided by the City of SpringHill, based upon the following: an urban curb-and-gutter roadway section, consisting of twelve-foot (12') travel lanes, having two-foot (2') curb and gutter, two-foot (2') grass strip with a five-foot (5') sidewalk on one side and a five-foot (5') grass strip with a ten foot (10') multi-use path on the other side. A typical section to be developed will identify travel lane widths, pavement widening, and proposed right-of-way width.

The following items are not included as work to performed during this supplement. Services not specifically mentioned, outside the project limits, or beyond the scope of services can be negotiated as additional services based on the hourly rate schedule for The Corradino Group.

1. Perform Land Acquisition Services in accordance with the Uniform Relocation Assistance Act of 1970 and the Local Government Guidelines, including appraisals, appraisal reviews, negotiations, and assistance with relocations with TDOT approved appraisers and reviews per TDOT guidelines.
2. Landscaping design or improvements.
3. Relocation of streams or creeks.
4. Survey updates due to residential, commercial or industrial development.
5. Environmental studies, evaluation, mitigation, or permitting to identify wetlands, ecological plant and/or animal species, hazardous material, air/noise evaluation, or archeological sites within or near the stated project limits separate from the Environmental Site Assessment to be performed. Environmental permits will not be completed until effort to final the design and Construction Plans are developed. An environmental document will not be prepared.
6. Significant revisions or additional work due to the updating of TDOT Design Guidelines, specifications, permits, drainage manuals, or erosion control manuals.
7. Any redesign due to unknown drainage structures that may lie within the project limits which may cause construction conflicts with the proposed plan design.
8. Provide necessary legal exhibits and property description that will allow the City of Spring Hill to acquire right-of-way and/or construction easements necessary for the project, and/or

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Exhibit A – Scope fo Services for Final Plans
October 31, 2022

THE CORRADINO GROUP

coordination related to right-of-way or acquisition with the City of Spring Hill. The City has stated that adjacent property owners/developers will donate right-of-way as their development is approved by the City.

9. No assistance to advertise, bid, or review award of the project since the City has pre-determined a contractor as of this date.
10. Staking of right-of-way, property, and/or other design or project items.
11. Inspection or acceptance of utility relocation(s). Assumes all utilities will self-inspect.

The following will be provided or paid by the City of Spring Hill

1. City Mapping.
2. City Contours.
3. Property access notification for Surveying and/or Geotechnical services.
4. Public meetings, meeting space, advertisement costs, and transcript and/or public comment recorder at public meetings.

Considering the information presented herewith, this proposal will supplement the existing contract with Corradino for services related to finalizing the design and preparing construction documents, being a Lump Sum amount of \$ 287,847.00. This fee includes all materials and reimbursable expenses such as copies, plan sheets, mileage, etc.

This proposal also supplements the existing contract for Construction Engineering and Inspection (CEI) services and geotechnical investigation, being an Hourly, Not-To-Exceed amount of \$362,827.00.

Total supplement request amount for final design, CEI, and geotechnical investigation is \$613,147.00.

This fee proposal does not include the items within our scope defined under *“Items that will be negotiated at a later date.”*

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CEI Scope of Work

Corradino will provide CEI services as outlined in the following sections. Based on discussions with the City, Corradino will provide an inspection team consisting of a Project Manager and full-time inspector for the project. Corradino will coordinate throughout the construction phase with the City's PM accordingly. The inspector will not be required to be on-site during periods when the contractor is inactive. A construction duration of 10 months is assumed for this schedule and estimation purposes.

A. Pre-Construction Conference

Corradino will prepare for and conduct the Pre-Construction Conference; address and resolve all issues that arise at the meeting and prepare and distribute detailed minutes of the meeting. *Erosion Control* and *Utility Coordination* discussion will also be discussed prior to commencing activities to discuss scheduling and operations for these specific items.

B. Project Administration

Corradino will provide project administration and coordinate with the City; monitor Contractor hours worked on the project and justify need for overtime; obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

C. Provide Construction Inspection Technical Support

Corradino will provide qualified personnel for inspection of the project during the construction phase to oversee the Contractor's activities.

D. Supplemental Agreements – Construction Change Orders

Through coordination with the City's inspection team, if the Contractor requests a change order, Corradino will review any Supplemental Agreements/Construction Changes; Negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible; Coordinate acceptance of prices with the City; Prepare the Supplemental Agreement/Construction Change and submit to the City for final review and submittal for processing.

E. Quality Assurance, Testing for Acceptance

Corradino will assist to monitor and provide materials testing in the field as defined by TDOT specifications. Any certifications of material submitted by the contractor will be reviewed by Corradino for conformity to the Plans and Specifications. A Final Materials and Tests Certification will be included in the Final Records submitted to the City.

Corradino estimates that it will perform all concrete testing on-site. Concrete cylinder testing/breaking is available should the City desire this service at an additional service/cost. Due to the size of the project, Corradino assumes this project to be considered a "small project" whereby asphalt testing/density, gradation material testing, and/or base stone density is not required. Subgrade will be reviewed and tested using accepted methods by proof-rolling.

F. Progress Payments

Corradino will document and assemble accurate quantities for Monthly Progress Payments to the Contractor from actual project field records. The quantities for payment will be referenced to field records prior to submission for payment. All pay quantities will be submitted to the City for review and payment. Payments for stockpiled material may be

made as defined in the Standard Specifications and approved by the Project Supervisor. The Estimate “cut-off” will be the 15th of each month.

G. Distribution of Correspondence

Corradino will maintain a copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project. The correspondence will be submitted with the project Final Records.

H. Inspection of Work

Corradino’s inspection team ensure completion of the following tasks:

1. Provide inspection services for conformance to Plans and Specifications for all items that are being incorporated into the project. Corradino will measure and record all quantities for payment and provide daily reports to the City. These daily reports will be provided at a minimum of weekly. The daily records will be recorded on a standard form (field book) and/or on field inspection forms.
2. Check traffic control daily, and additionally as required.
3. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control and provide to the City.
4. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field.
5. Prepare an accurate daily diary, signed by the inspector, consisting of:
 - A record of the contractors on the project
 - Their personnel (number and classification)
 - Equipment (number and type or size)
 - Location and work performed by each contractor or subcontractor
 - Orders given the contractor
 - Events of note on the project
 - Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
 - Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
 - Days charged, with explanation if not charged.
 - Equipment arriving or leaving the project, idle equipment.
 - Any other details that may be important later in the project life.
6. Review shop drawings and/or submittals and evaluate for compliance.

Corradino understands that the City does not expect Corradino to be on-site for the entire work day if no work is being performed.

I. Final Records

Corradino will provide a compilation of project records as well as all project documentation to the City. Corradino will make any corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time and submit all final forms (with the final records).



FEE SUPPLEMENT
 PORT ROYAL at COMMONWEALTH ROUNDABOUT
 THE CORRADINO GROUP - SUMMARY of ESTIMATED COSTS
 October 31, 2022

| PHASE | TOTAL |
|--|---------------------|
| DESIGN (PHASE II Final Design at 50% Overall Design) | \$155,120.00 |
| INCREASE of PROJECT LIMITS (+ 1,500') | \$95,200.00 |
| CONSTRUCTION ENGINEERING INSPECTION* | \$342,300.00 |
| GEOTECHNICAL INVESTIGATION (by Geotechnology, LLC)* | \$20,527.00 |
| ROW EXHIBITS (by WISER)* | \$17,000.00 |
| ESTIMATED COST | \$613,147.00 |

*Hourly Not-To-Exceed



Via email: mbiggs@corradino.com

© 2022 Geotechnology, LLC
October 13, 2022

Mr. Michael Biggs, PE, CPESC
Transportation Engineer Manager
The Corradino Group
377 Riverside Drive, Suite 410
Franklin, Tennessee 37064

Re: Proposal for Geotechnical Exploration
Port Royal Road Improvement
Spring Hill, Tennessee
Geotechnology Proposal No. P042224.01 / P042224.02

Dear Mr. Biggs:

In response to your request, Geotechnology, LLC (Geotechnology) is pleased to submit this proposal to perform a geotechnical exploration for the proposed roadway improvement in Spring Hill, Tennessee. We have prepared this proposal based on your Request for Proposal (RFP) of October 7, 2022, our email correspondence during the period of October 7 to October 12, 2022 and our experience as geotechnical engineers with similar projects. Presented in Table 1 is a summary of the estimated fees.

Table 1: Summary of Proposed Scope

| Item | Estimated Cost | |
|---|--|---|
| | Port Royal Road at Buckner Lane P042224.01 | Port Royal Road at Commonwealth Roundabout P042224.02 |
| Project Planning & Coordination / Boring Stakeout | \$2,600.00 | \$2,600.00 |
| Traffic Control (one day / two days) | \$2,100.00 | \$4,200.00 |
| Mobilization and Fieldwork | \$7,100.00 | \$6,900.00 |
| Laboratory Testing | \$1,700.00 | \$1,400.00 |
| Site Supervision, Engineer analysis and Report | \$2,100.00 | \$2,000.00 |
| Total Estimated Exploration Cost | \$15,600.00 | \$17,100.00 |
| Cost Reduction for Combining Fieldwork | | \$4,500.00 |

3312 Winbrook Drive | Memphis TN 38116
(901) 353-1981 | Fax: (901) 353-8126 | geotechnology.com

Geotechnical Exploration
 Port Royal Road Improvement | Spring Hill, Tennessee
 October 13, 2022 | Geotechnology Proposal No. P042224.01 / P042224.02
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Geotechnology is pleased to submit this proposal, and we invite you to review the proposal and contact us with any questions about the scope of work or estimated fees. Presented in the remainder of this proposal is our understanding of the project and the details of our proposed services.

1.0 PROJECT INFORMATION

The existing Port Royal Road is a two-lane roadway that runs in an east-west Direction parallel to State Route (SR-396 and SR 247 within the city limit of Spring Hill, Tennessee. At its eastern end, Port Royal Road turns into a north-south direction at its intersection with Buckner Lane. At its western end, it turns into a north-south direction at its intersection with Commonwealth Drive.

The City of Spring Hill wants to widen Port Royal Road to a five-lane using widening on both sides. It also wants to improve traffic flow at the intersection with Buckner Lane using a larger-radius curve. That new alignment will cross an existing creek using a box culvert structure.

The existing intersection with Commonwealth Drive will be improved by constructing a roundabout. The city would like to utilize the existing pavement. Pavement widening will take place north, south and west of the roundabout.

The project is divided into two parts:

- Royal Hill Road at Buckner Lane (Project 1).
- Royal Hill Road / Commonwealth Drive Roundabout (Project 2)

2.0 KEY ISSUES AND CONSIDERATIONS

We anticipate the planned development will have the following key issues the study will address:

- Quality and strength properties of near-surface soils within the widening footprint
- Suitability of the site soils to serve as a road subgrade
- Soil bearing capacity at the proposed box culvert structure
- Thickness of the existing roadway pavement
- Groundwater depth

3.0 SCOPE OF SERVICES

The purposes of our services are to explore the subsurface conditions and provide geotechnical information to be used for design and construction of the planned facility. Geotechnology's scope of services will include the following:

- Perform a site reconnaissance.

Geotechnical Exploration
 Port Royal Road Improvement | Spring Hill, Tennessee
 October 13, 2022 | Geotechnology Proposal No. P042224.01 / P042224.02
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- Coring the existing pavement at four locations.
- Drill six borings to depths in the range of 7.5 to 30 feet for Project 1 and nine boring to depths in the range of 7.5 to 15 feet for Project 2. In both projects, borings will be terminated if rock is encountered; no rock coring is planned. Soil samples will be obtained by split-spoon sampling methods at regular intervals. Occasionally, Shelby tube samples of the soils will be recovered to obtain a relatively undisturbed soil sample for laboratory testing. A maximum of 200 feet of auger and wet rotary drilling is budgeted for the two projects.
- Perform laboratory tests on select soil samples to evaluate index and strength properties. Laboratory testing will include various combinations of the following tests: moisture content, Atterberg limits, gradation, standard Proctor, and unconsolidated-undrained triaxial compression.
- Prepare a report that summarizes the results of the borings, laboratory tests, and engineering analyses and provides geotechnical design and construction recommendations, including the following:
 - Site excavation and recommendations for placement of fill
 - Drainage considerations
 - Bearing capacity and anticipated settlement for the box culvert structure
 - Pavement recommendations based on assumed traffic configurations; detailed pavement design is excluded.
- Distribute the report in pdf format to The Corradino Group.

Our scope will also include the following auxiliary services to support the geotechnical scope of services:

- Staking and approximately locating the borings in the field based on a final site layout and building corner coordinates to be provided by the Client.
- Contacting Tennessee One-Call for member utility companies to locate public utilities within the proximity of the borings prior to drilling. **Locating of private utilities is excluded from our services. We will take reasonable precautions to avoid known subterranean features based on the provided plan. However, the plan does not include a date and its accuracy may be in question.**
- Backfilling the boring holes with grout, auger cuttings and plastic hole plugs upon completion of the drilling activities.

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- Patching existing pavement with asphalt at the borehole locations.
- Providing 3 days of traffic control during the fieldwork.

Our scope of services does not include dozer clearing, locating underground private utilities, any environmental assessment, investigation, or study for the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around the site. However, we can provide environmental services if needed for this project. Please advise if you prefer that we either revise this proposal or prepare a separate proposal to include environmental services.

A copy of "Important Information about This Geotechnical Engineering Proposal" that is published by the Geoprofessional Business Association (GBA) is enclosed for your review.

3.1 Site Access and Restoration

Any restrictions or requirements imposed by governmental agencies or others with regard to site clearing, access limitation, utility clearance, or restoration are considered beyond our scope of services. Drill rig access to boring locations in unpaved areas may leave ruts in the soil or grass. Our scope does not include restoration of ruts or other disturbance caused by the drill rig. We will notify the client of the mobilization date; please notify Geotechnology if our field crew needs to coordinate site access with anyone. Our scope does not include coring concrete or debris materials, onsite safety training, or orientation for the field personnel.

3.2 Anticipated Subsurface Conditions

The budgeted linear footage of drilling and sampling is based on an anticipated subsurface profile of clay overlying sand that extends to the depth of exploration. If unusual or erratic subsurface conditions are encountered, we will contact you to discuss our recommended changes prior to expanding the scope of services.

4.0 SCHEDULE AND FEE

The estimated fee for the proposed scope of work is included in Table 1 on Page 1 of this proposal. With our present work schedule, we anticipate mobilizing within 6 weeks. Field activities are anticipated to take 1 to 2 days per project, weather and site conditions permitting. We anticipate submitting the final report within 2 to 3 weeks after completion of the fieldwork. If we are authorized to perform the fieldwork for both projects at the same time, please apply the deduction shown at the bottom of Table 1 to the combined total cost of both projects.

This proposal and fee estimate have been prepared using Geotechnology's standard fee schedule and with the assumption that Geotechnology's Terms will be used as the contract mechanism. Geotechnology reserves the right to revise this proposal and increase our fee estimate, at any time, if our terms are not used or if any flow down and/or the contract provisions are required by Client or Owner to conform with any local, state or federal wage act requirements, including but not limited to the Davis Bacon Act, as Amended, the McNamara-

Geotechnical Exploration
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O'Hara Service Contract Act, etc., the required use of union labor, or for any required safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in Geotechnology's scope of services.

5.0 ACCEPTANCE

If this proposal, including the contractual terms, is acceptable, sign in the space provided on the following Terms and return one executed copy of the Terms and this proposal to our office as your authorization for us to proceed. Please place your initial next to the optional items in Table 1 if they are accepted.

* * * * *

We appreciate the opportunity to submit this proposal for the referenced project and look forward to hearing from you soon. If you have any questions or comments concerning this proposal, or if we may be of any other service to you, please do not hesitate to contact us.

Very truly yours

GEOTECHNOLOGY, LLC

Ashraf S. Elsayed, Ph.D., P.E., D.GE
Chief Engineer – South Region

ASE/DMS:dba

Enclosures: GBA's Important Information about This Geotechnical Engineering Proposal
Terms for Geotechnology's Services

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project *is not* a mold prevention consultant; *none of the services being offered have been designed or proposed for the purpose of mold prevention.*

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm's membership in GBA by contacting GBA directly or at its website.



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Wiser Consultants, LLC
1620 Gateway Blvd, Suite 201
Murfreesboro, Tennessee 37129
www.wiserconsultants.com
p. 615-278-1500

October 28, 2022

Mike Biggs
The Corradino Group
377 Riverside Dr., Suite 410
Franklin, TN 37064

Subject: Port Royal Road at Buckner Lane

Dear Mr. Biggs:

Thank you for the opportunity to provide a proposal for the Port Royal Road at Buckner Lane project in Spring Hill, TN. Our scope, assumptions and fee follow:

SCOPE:

At Corradino's request, Wiser will provide ROW/easement exhibit sketches and legal descriptions for specified tracts.

Assumptions:

Only the 17 tracts that were previously resolved for the "Port Royal at Buckner Lane" survey that was delivered June 17th, 2022 by Wiser to Corradino will be available for request. A list of the 17 tracts is attached. If further tract resolution is required due to new acquisition, dedication, subdivision, or additional tract request then it will be considered additional services.

Fee:

Hourly not to exceed \$1,000 per tract (see attached for hourly rates)

Please let us know if you have any questions or concerns. Thanks again for the opportunity and we hope that you will consider us in the future.

Sincerely,
Wiser Consultants, LLC

Benjamin Fasig, PLS



Wiser Consultants, LLC
 1620 Gateway Blvd, Suite 201
 Murfreesboro, Tennessee 37129
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 p. 615-278-1500

Schedule of Hourly Fees

January 1, 2021 – December 31, 2022

| Professional Services | Current Rates |
|---------------------------------|----------------------|
| Principal Engineer | \$ 205.00 |
| Senior Project Manager | \$ 180.00 |
| Senior Engineer | \$ 175.00 |
| Project Manager | \$ 150.00 |
| Project Engineer II | \$ 140.00 |
| Project Engineer I | \$ 125.00 |
| Engineering Intern II | \$ 120.00 |
| Engineering Intern I | \$ 105.00 |
| Engineering Technician | \$ 105.00 |
| CAD Technician | \$ 95.00 |
| Resident Project Representative | \$ 95.00 |
| | |
| Senior Surveyor | \$ 165.00 |
| Survey Project Manager | \$ 135.00 |
| Registered Land Surveyor | \$ 125.00 |
| 1 Person Survey Crew | \$ 110.00 |
| 2 Person Survey Crew | \$ 160.00 |
| 3 Person Survey Crew | \$ 190.00 |
| Survey CAD Technician | \$ 115.00 |
| | |
| Utility Coordinator | \$ 105.00 |
| | |
| Cartographic Manager | \$ 125.00 |
| Certified Photogrammetrist | \$ 120.00 |
| Cartographic Tech II | \$ 105.00 |
| Cartographic Tech I | \$ 95.00 |
| Lidar Technician II | \$ 105.00 |
| Lidar Technician I | \$ 95.00 |
| | |
| Clerical Staff | \$ 80.00 |
| | |
| Equipment | |
| Static Laser Scanner | \$ 900/Day |
| Mobile Laser Scanner | \$8,500/Day |
| Aerial Lidar Scanner | \$2,500/Day |



Wiser Consultants, LLC
 1620 Gateway Blvd, Suite 201
 Murfreesboro, Tennessee 37129
www.wiserconsultants.com
 p. 615-278-1500

Tract List

| TRACT NO. | PROPERTY OWNERS | TAX MAP NO. | PARCEL NO. | DEED DOCUMENT REFERENCE | |
|--------------|---|----------------|---------------|----------------------------|------|
| | | | | BOOK NO. | PAGE |
| 1 | SOMERSET SPRINGS L.P. | 028E A | 15100 | 1868 | 1077 |
| 2 | PORT ROYAL ESTATES OWNERS' ASSOCIATION, INC. | 028D B | 03800 | 2367 | 1394 |
| 3 | SOMERSET SPRINGS L.P. | 028E H | 09900 | 1868 | 1077 |
| 4 | WALDEN CREEK APARTMENTS, LLC | 027 | 00100 | 1841 | 512 |
| 5 | COMMUNITY BAPTIST CHURCH | 027 | 00104 | 2169 | 494 |
| 6 | BARBARA JOAN WELLS JACKSON | 027 | 00101 | 1550 | 739 |
| 7 | GIRGIES ASHRAF | 027 | 00201 | 2580 | 1493 |
| 8 | GIRGIES ASHRAF | 027 | 00206 | 2365 | 1307 |
| 9 | WESTBURY PROPERTIES, LTD, LP | 027H B | 00206 | 1782 | 994 |
| 10 | PORT ROYAL BUSINESS PLAZA, LLC | 027 | 00204 | 2322 | 287 |
| 11 | GALINDO ISRAEL | 027H A | 00100 | 1955 | 467 |
| 12 | APRIL D. AND TONY R. POYNTER | 027H A | 00200 | 2440 | 218 |
| 13 | ANITA AND DAVID K. WHITEHILL | 027H A | 00300 | 1937 | 348 |
| 14 | JAMES E. DAVIS, SR. | 170H A | 01800 | 6938 | 586 |
| 15 | MICHAEL E. PARRIS, II AND AREILLE BRYAN | 170H A | 01700 | 8649 | 36 |
| 16 | TERESA DUBUISSON MAI, TRUSTEE OF THE MAI LIVING TRUST | 170H A | 01900 | 8388 | 986 |
| 17 | ROY AND KATHY ESTEBAN | 170H A | 01600 | 3827 | 718 |

RESOLUTION 22-242

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH BUCKNER LANE PARTNERS LLC FOR THE JUNE LAKE WATER STORAGE TANK

WHEREAS, the City of Spring and Buckner Lane Partners LLC have a mutual need for a water storage tank to serve the future needs of June Lake and surrounding; and

WHEREAS, the Developer owns certain real property on Buckner Lane known as the June Lake; and

WHEREAS, the Developer is seeking certain development entitlements and approvals from the City to develop June Lake; and

WHEREAS, the City and the Developer have negotiated and equitable development agreement to construct the June Lake Water Storage Tank including estimated project and cost share schedules; and

WHEREAS, funding for the June Lake water storage tank will be from unallocated water and sewer fund balance in the amount of \$535,814.00 plus contingency of \$53,581.40 funded in fiscal year 2023 through budget amendment; \$1,700,340.00 plus contingency of \$170,034.00 budgeted and funded in fiscal year 2024; and \$242,907.00 plus contingency of \$24,290.70 budgeted and funded in fiscal year 2025; and

WHEREAS, City staff recommends approval of the Joint Development Agreement with Buckner Lane Partners LLC in the amount of \$2,479,063.86 and the establishment of a project contingency for said project in the amount of ten percent (10%) for a total appropriation cost of \$2,726,970.25

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

1. Approve Development Agreement and exhibits attached hereto with Buckner Lane Partners LLC. at an estimated cost of \$2,479,063.86.
2. Establish a water storage tank project contingency in the amount of \$247,906.39 for a total budget appropriation of \$2,726,970.25
3. Authorize the Mayor to sign the Resolution, Development Agreement and Ancillary agreements in substantial conformity attached hereto.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 7th day of November, 2022.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: **Approval of Resolution 22-242**

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

DATE: **November 7th, 2022**

RE: **To approve the Joint Development agreement with Buckner Lane Partners LLC, authorize funding, and authorize the Mayor to sign the Resolution and Agreement.**

ATTACHMENTS:

PURPOSE:

To approve Resolution 22-242 to authorize the joint development agreement with Buckner Lane Partners LLC for the June Lake Water Storage Tank

BACKGROUND:

The City of Spring Hill is in need of additional water storage capacity. The development of the property on Buckner Lane known as the June Lake provides the City a unique opportunity to partner with the Buckner Lane Partners LLC to increase the capacity of the water storage tank needed for the specific development to also benefit existing customers and potential future development along the I65 corridor. This joint venture will alleviate our City from procurement of additional land for a tank and reduce tax dollars spent for much needed potable water storage. The original water storage tank capacity for the June Lake development was 1.5 million gallons. Consulting Engineer Jerome Dempsey and City Staff recommending increasing the total storage capacity to 3 million gallons. City staff and representatives from Buckner Lane Partners LLC have established an equitable division of this project cost along with a preliminary project schedule for production. The project estimated duration extends across three budget years with an anticipated completion date of 2025. This is well ahead of the developers needs but will provide for our existing community needs.

FINANCIAL IMPACT:

This will be funded from uncommitted water and sewer fund balance in fiscal year 2023 at a total cost of \$589,395.40 with \$53,581.40 being allocated for contingency though the first budget amendment; in fiscal year 2024 \$1,870,374.00 with \$170,034.00 being allocated for



contingency; in fiscal year 2025 \$267,197.70 with \$24,290.70 being allocated for contingency for a total project cost of \$2,726,970.25

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 22-242 to approve the Joint Development agreement, establish a project contingency, and authorize the mayor to sign the agreement attached hereto.

**JOINT DEVELOPMENT
AGREEMENT**

THIS AGREEMENT, entered into this the ___ day of _____, 2022, by and between Buckner Lane Partners LLC ("Developer"), and the CITY OF SPRING HILL, TENNESSEE, a municipal corporation organized and existing under the laws of the State of Tennessee (the "City").

WITNESSETH

WHEREAS, Developer is the owner of a certain approximate 627.41 acre tract of land located in the City (the "Developer Property"), as more particularly described on the attached Exhibit A; and

WHEREAS, the Developer is constructing a phased mixed-use development on the Developer Property ("June Lake"), which will increase water usage within the City; and

WHEREAS, Ordinance No. 17-05, amended by Ordinance No. 20-09 requires the Developer, as part of Phase 2 of June Lake, to install a 1.5 million gallon potable water storage tank facility (the "Storage Tank") at Developer's expense to be operable prior to the issuance of a certificate of occupancy for 242 single family, 600 cottage/townhouse/multifamily, or 521,410 square foot retail/restaurant development; and

WHEREAS, the City desires to increase the size and capacity of the Storage Tank to be constructed by the Developer from 1.5 million gallons to 3.0 million gallons, and desires to share in the cost of the Storage Tank and associated infrastructure as provided herein; and

WHEREAS, in order to satisfy anticipated future water needs for June Lake and the 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 Phase 2 of June Lake as provided in Ordinance 17-05 and amended in Ordinance 20-09, Developer shall construct on the Property, at its sole expense (subject to the cost share obligations of the City set forth in Exhibit B to this Agreement) and in a location as agreed upon by the City and Developer: (i) the Storage Tank at an overflow elevation of 995.20; (ii) a 12 foot wide access road from a public right of way across the Property to the site of the Storage Tank (the "Access Road") (iii) all required site infrastructure to include but not limited to grubbing, grading, foundation construction, perimeter fencing, and electrical power (the "Tank Site Work") and (iv) a 12" water line to connect the Water Tank to the City's public water distribution system (the "Water Line"). The Storage Tank, Tank Site

Work, Water Line and Access Road shall be completed prior to the issuance of the first certificate of occupancy for development identified as part of Phase 2 of June Lake as outlined in Ordinance 20-09. The Storage Tank shall be fully operational and connected to the City's municipal water supply for use in June Lake and the surrounding area.

3. Developer Responsibilities

Within 45 days following the Effective Date, the Developer shall provide:

- 1) scope of work for the Storage Tank and related improvement including the Access Road, Tank Site Work, and Water Line;
- 2) preliminary plans for the Storage Tank and related improvements including the Access Road; and
- 3) preliminary estimate of probable cost for the Storage Tank, Tank Site Work, Water Line, and Access Road, including design, infrastructure, utilities, and related improvements; and
- 4) any additional items as mutually agreed upon by the parties.

The preliminary plans shall be reviewed by the City's consultant engineer to ensure the preliminary plan conforms with City requirements including elevation of the tank. 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, as required, to the State of Tennessee construction plans, specifications, geotechnical study, hydraulic calculations, and other required supporting documentation for issuance of required permits for construction of the Storage Tank Site Work, Water Line, 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 Site Work, Water Line, and related improvements including the Access Road. The Developer shall be required to furnish to the City a Performance Bond in the amount of fifty percent (50%) of cost of the Storage Tank, Site Work, Water Line, and Access Road 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 Site Work, Water Line, and Access Road. The Storage Tank, Site Work, Water Line and related improvements including the Access Road shall be constructed to City standards and other applicable authorities having jurisdiction, including the State of Tennessee.

The City expressly acknowledges and consents to the Developer's utilization of the Developer's subsidiary, First Dirt LLC, to perform the construction work for the Storage Tank, Site Work, Water Line, and Access Road, and for Southeast Venture, LLC to serve as the project manager for this project.

Following completion of construction of the Storage Tank, Site Work, Water Line, and Access Road, the Developer shall provide a Maintenance Bond in the amount of fifty percent (50%) of the cost of the Storage Tank, Site Work, Water Line, and all related improvements including the Access Road, in a form acceptable to the City of Spring Hill as financial surety during the Warranty Period set forth in Section 6 of this Agreement, as required by the City's Unified Development Code. In addition, the Developer shall provide a detailed final accounting of the actual cost of construction incurred in the construction of the Storage Tank, Site Work, Water Line, and related improvements, including the Access Road.

Any exterior decorative aesthetics of the Storage Tank must be mutually agreed upon by both the Developer and the City, and such agreement shall not be unreasonably withheld.

4. Cost Share of Storage Tank

The Cost Share of the Storage Tank and all related infrastructure shall be fifty percent (50%) City responsibility and fifty percent (50%) Developer Responsibility for costs set forth in Exhibit B to this Agreement, based upon a final estimate of probable costs provided by Developer, together with a detailed cost breakdown and reimbursement schedule of costs by the City with the City's not to exceed amount being \$2,726,970.25. No additional costs will be funded without City approval, not to be unreasonably withheld.

5. City Responsibilities

Developer shall submit receipts for invoices associated with the Storage Tank, Site Work, Water Line, Access Road, and all related infrastructure to the City upon payment by Developer. The City shall be responsible for the payment of fifty percent (50%) of each invoice submitted. The City shall promptly review each request for payment by Developer and process such payment within 45 days of receipt of each invoice.

6. Dedication and Warranty of Storage Tank

Upon completion of the Storage Tank project, the Storage Tank and any property required to service the Storage Tank shall be dedicated free and clear of encumbrances to the City, together with a permanent ingress/egress easement for the Access Road. The Parties agree to cooperate in good faith to negotiate an appropriate easement to allow for normal spillage/runoff from the Storage Tank and/or an access easement to the Storage Tank using the Access Road once the Storage Tank project is complete.

The Developer warrants the work performed by the Developer and/or its contractors 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 replacement during the Warranty Period, the Developer shall complete such repairs and replacement.

7. Inspection during construction

The City 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, Site Work, Water Line, 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 the City or her designee. The agent for the Developer is Don Alexander.

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 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.

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, Tennessee
Attn: Pamela Caskie
199 Town Center Parkway
Spring Hill, TN 37174
Phone: 931-486-2252
Email: pcaskie@springhilltn.org

With copy to Patrick M. Carter, City attorney
Attn: Patrick M. Carter
809 South Main Street, Ste 100
Columbia, TN 38401
Phone: 931-548-0818
Email: pcarter@mtlawgroup.net

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

Buckner Lane Partners, LLC
Attn: Don Alexander
4030 Armory Oaks Drive
Nashville, TN 37204
Phone: 615-833-9484
Email: dalexander@southeastventure.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 upon 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 the 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 requests 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. The City and the City's consultant engineer shall respond to Developer's request for approvals in connection with this Agreement within 72 hours of receipt of Developer's written request therefore. Developer agrees to comply with the Project Schedule to be provided to the City not later than 30 days after the Effective Date. The City agrees to comply with the detailed payment schedule for reimbursement of costs to Developer as provided in the Cost Share Schedule attached hereto as Exhibit C 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 Project Schedule attached hereto as Exhibit D, 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 (a "Force Majeure Event"), such party shall not be liable 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 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.

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

**Approved by the City of Spring Hill Board of Mayor and Aldermen on _____,
2022.**

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

BUCKNER LANE PARTNERS, LLC.

CITY OF SPRING HILL, TENNESSEE

By: _____

By: _____

Title: _____

Title: Mayor

Exhibit A
Developer Property



4885-8839-4543.1

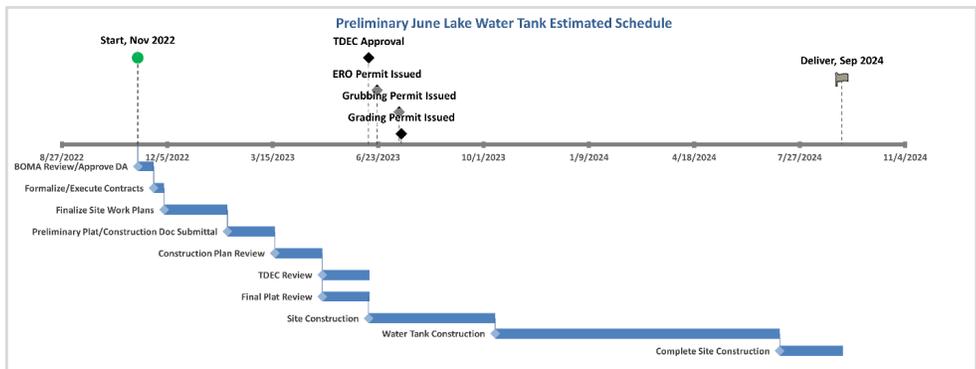
**Exhibit B
Cost Share Obligations**

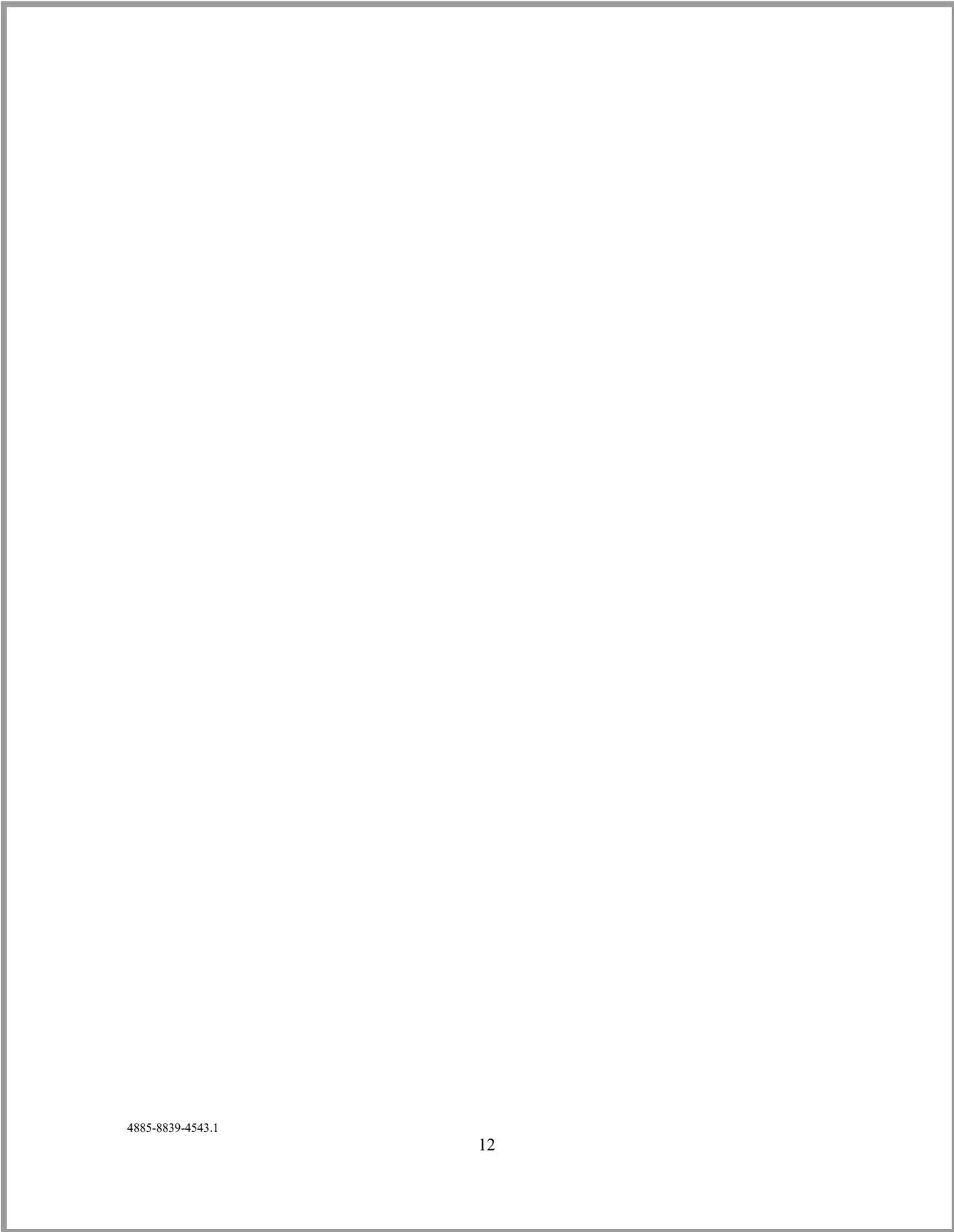
| November 1, 2022 | | | | | |
|--------------------------------|---|--------------------|--|-----------------|-------------------------|
| PRELIMINARY DEVELOPMENT BUDGET | | | | | |
| | | | | BUDGET | NOTES |
| I. | ENGINEERING EXPENSE | | | | |
| | A. Geotechnical Study | | | \$ 8,970.00 | Actual |
| | B. Preliminary Engineering and Site Plan | | | \$ 5,500.00 | Actual |
| | C. Civil Site Design & Construction Documents | | | \$ 117,000.00 | Actual |
| | D. Construction Administration Services | | | \$ 5,000.00 | Actual |
| | TOTAL ENGINEERING EXPENSES | | | \$ 136,470.00 | |
| II. | LAND ACQUISITION | | | N/A | Property Donated |
| III. | DESIGN & CONSTRUCTION COSTS | | | | |
| | A. Site Work | | | \$ 1,573,877.00 | Mid TN Estimate |
| | B. Welded Steel Water Tank, Foundation, Mixer | | | \$ 2,570,000.00 | Caldwell Tanks Estimate |
| | C. Geotechnical Material Testing | 2.00% of Site Work | | \$ 31,477.54 | Estimate |
| | TOTAL DESIGN & CONSTR. COSTS | | | \$ 4,175,354.54 | |
| IV. | GENERAL & ADMINISTRATIVE | | | | |
| | A. Development Fee | 3.00% | | \$ 125,260.64 | |
| | B. Permits | 2.00% | | \$ 83,507.09 | Estimate |
| | C. Fees | | | \$ 20,000.00 | Estimate |
| | TOTAL GENERAL & ADMINISTRATIVE | | | \$ 228,767.73 | |
| | CONTINGENCY | 10% | | \$ 417,535.45 | |
| | TOTAL PROJECT COSTS | | | \$ 4,958,127.72 | |

Exhibit C
Cost Share Schedule

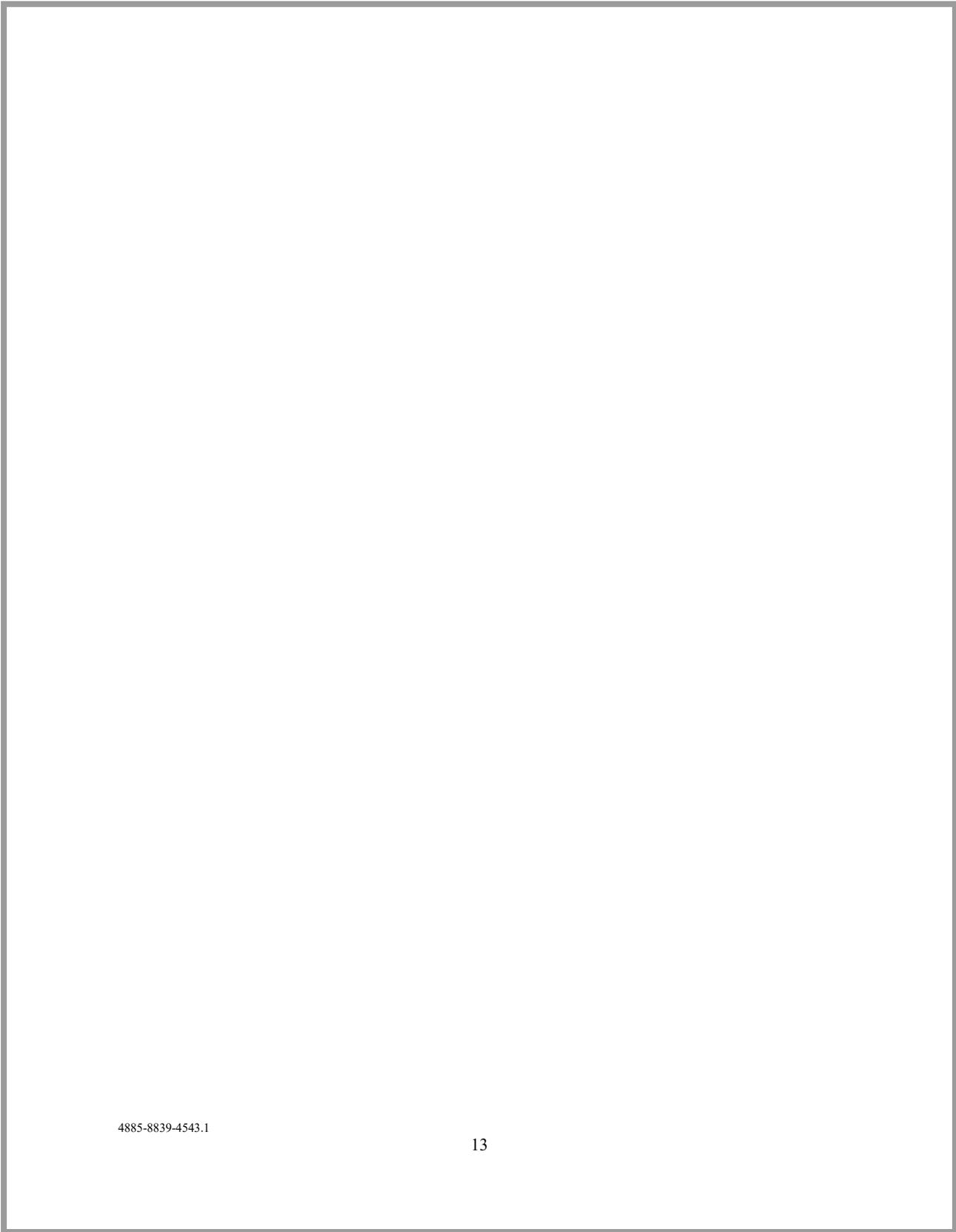
| Preliminary Expected Cost Share Schedule | | | |
|--|--------|------------------------|------------------------|
| | | | 50% |
| Month 1 | Nov-22 | \$ 100,000.00 | \$ 50,000.00 |
| Month 2 | Dec-22 | \$ 138,803.65 | \$ 69,401.82 |
| Month 3 | Jan-23 | \$ 138,803.65 | \$ 69,401.82 |
| Month 4 | Feb-23 | \$ 138,803.65 | \$ 69,401.82 |
| Month 5 | Mar-23 | \$ 138,803.65 | \$ 69,401.82 |
| Month 6 | Apr-23 | \$ 138,803.65 | \$ 69,401.82 |
| Month 7 | May-23 | \$ 138,803.65 | \$ 69,401.82 |
| Month 8 | Jun-23 | \$ 138,803.65 | \$ 69,401.82 |
| Month 9 | Jul-23 | \$ 283,390.78 | \$ 141,695.39 |
| Month 10 | Aug-23 | \$ 283,390.78 | \$ 141,695.39 |
| Month 11 | Sep-23 | \$ 283,390.78 | \$ 141,695.39 |
| Month 12 | Oct-23 | \$ 283,390.78 | \$ 141,695.39 |
| Month 13 | Nov-23 | \$ 283,390.78 | \$ 141,695.39 |
| Month 14 | Dec-23 | \$ 283,390.78 | \$ 141,695.39 |
| Month 15 | Jan-24 | \$ 283,390.78 | \$ 141,695.39 |
| Month 16 | Feb-24 | \$ 283,390.78 | \$ 141,695.39 |
| Month 17 | Mar-24 | \$ 283,390.78 | \$ 141,695.39 |
| Month 18 | Apr-24 | \$ 283,390.78 | \$ 141,695.39 |
| Month 19 | May-24 | \$ 283,390.78 | \$ 141,695.39 |
| Month 20 | Jun-24 | \$ 283,390.78 | \$ 141,695.39 |
| Month 21 | Jul-24 | \$ 161,937.59 | \$ 80,968.80 |
| Month 22 | Aug-24 | \$ 161,937.59 | \$ 80,968.80 |
| Month 23 | Sep-24 | \$ 161,937.59 | \$ 80,968.80 |
| Total | | \$ 4,958,127.72 | \$ 2,479,063.86 |

Exhibit D Project Schedule





4885-8839-4543.1



4885-8839-4543.1

RESOLUTION 22-243

A RESOLUTION TO AUTHORIZE MAYOR TO EXECUTE AN ESCROW AGREEMENT WITH GRIFFIN SATURN CROSSINGS OWNER, LLC, FOR OFFSITE TRAFFIC IMPROVEMENTS

WHEREAS, the City of Spring Hill Tennessee ("City") desires to enter into an escrow agreement with Griffin Saturn Crossings Owner ("Developer") (A copy of which is attached hereto) regarding the development of 19.503-acre warehouse site; and

WHEREAS, City's Planning Commission passed a motion on February 14, 2022 that included the following condition:

"The applicant will enter into an escrow agreement with the City of Spring Hill for no less of \$65,000 to be utilized for offsite traffic improvements. No permits will be issued until such an agreement is reached."; and

WHEREAS, developer has agreed to and provided such an escrow agreement to the Spring Hill Board of Mayor and Alderman for consideration and approval; and

1. EXHIBIT A: Escrow Agreement
2. EXHIBIT B: STP 1090-2021 Planning Commission Approval Letter

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

1. Approval of the escrow agreement for 65,000 and as written in the attached Exhibit A.
2. To authorize the Mayor to execute the agreement with Griffin Saturn Crossings Owner, LLC, a Delaware limited liability company.

The following EXHIBITS are included as part of this resolution:

1. EXHIBIT A – Escrow Agreement
2. EXHIBIT B – Planning Commission Approval Letter STP 1090-2021

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 7th day of November, 2022.

Jim Hagaman, Mayor

ATTEST: _____

April Goad, City Recorder

LEGAL FORM APPROVED: _____

Patrick Carter, City Attorney

ESCROW AGREEMENT

This ESCROW AGREEMENT (“**Agreement**”) is made and entered into on October ____, 2022 (the “**Effective Date**”), by and between the CITY OF SPRING HILL, TENNESSEE, a municipal corporation hereinafter referred to as “**City**”, and GRIFFIN SATURN CROSSING OWNER, LLC, a Delaware limited liability company, hereinafter referred to as “**Developer**”.

WHEREAS, Developer is developing that certain 19.503 acres of real property located in Spring Hill, Maury County, Tennessee (the “**Development**”);

WHEREAS, Site plan approval included a provision that requires the applicant to enter into an escrow agreement with the City of Spring Hill to offsite necessary traffic improvements;

WHEREAS, The payment of the Funds by the Developer satisfies one of the conditions of approval, which is necessary for the release of City permits for the Development. The approval letter associated with the development has been attached as Exhibit A.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. As of the Effective Date, Developer has deposited with the City the sum of Sixty-Five Thousand Dollars (\$65,000.00) cash (the “**Funds**”). The Funds constitute the Developer’s proportionate share of funds necessary for the desired road repairs by the City. Confirmation of payment and receipt of the Funds is attached hereto as Exhibit B.

2. The City intends to use the Funds to improve the roadways adjacent to the Development. In the event the costs of the repairs exceed the Funds, Developer shall have no obligation to pay additional funds to the City for such increased costs. Likewise, in the event that the costs of the repairs is less than the Funds, the City has no obligation to return the unused Funds to the Developer.

3. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, shall be governed by and construed in accordance with the laws of the State of Tennessee and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

4. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

[Signature Pages Follow]

Executed as of the Effective Date.

CITY:

CITY OF SPRING HILL, TENNESSEE

By: _____

Name:

Title:

DEVELOPER:

GRIFFIN SATURN CROSSING OWNER, LLC,
a Delaware limited liability company

By: 

Name: *Edward Griffin*

Title: *Vice President*

Exhibit A

Site Plan Approval Letter STP 1090-2021

(attached)



March 2, 2022

Stacey Cox
CEC Consultants Inc.
117 Seaboard Lane, Suite E-100
Franklin, TN 37067

RE: STP 1090-2021 (Timberline Dr Warehouses)

Ms. Cox:

We are pleased to inform you that your application **STP 1090-2021** was approved by the Spring Hill Planning Commission on February 14, 2022 with the following condition(s):

1. *Tilt-up concrete panels account for more than 60% of the façade on each elevation. With the approval of STP 1090-2021 the Design Review Commission grants approval of the building elevations and exterior façade materials as shown on the Architectural plans submitted on February 14, 2022.*
2. *A dedication plat is required for the dedication of right-of-way for Timberline Drive prior to the issuance of building permits for vertical construction.*
3. ***The applicant will enter into an escrow agreement with the City of Spring Hill for no less of \$65,000 to be utilized for offsite traffic improvements. No permits will be issued until such an agreement is reached.***
4. ***The applicant shall make all improvements as identified in the traffic impact study at their sole expense.***
5. *The applicant must provide the final revised site plan as approved by the Planning Commission within 30 calendar days of PC approval to the Planning Department in a digital format.*
6. *Approval of this site plan shall be valid for a period of three (3) years from the date of Planning Commission approval. Modification to the approved site plan may require Planning Commission Approval.*

Please contact the Planning Department if you have any questions or require further assistance at 931-486-2252 ext. 255.

Sincerely,

City of Spring Hill Planning Commission

Exhibit B

Payment and Receipt of Funds

(attached)

INVOICE

BILLING CONTACT
 Stacey Cox
 Civil & Environmental Consultants, Inc



| INVOICE NUMBER | INVOICE DATE | INVOICE DUE DATE | INVOICE STATUS | INVOICE DESCRIPTION |
|----------------|--------------|------------------|----------------|---------------------|
| 00017703 | 06/03/2022 | 06/03/2022 | Due | NONE |

| REFERENCE NUMBER | FEE NAME | TOTAL |
|--------------------------------------|----------------------------|------------------|
| PLN-001221-2022 | Site Plan - Nonresidential | \$65,000.00 |
| Saturn Parkway Spring Hill, TN 37174 | | SUB TOTAL |
| | | \$65,000.00 |

TOTAL \$65,000.00



March 2, 2022

Stacey Cox
CEC Consultants Inc.
117 Seaboard Lane, Suite E-100
Franklin, TN 37067

RE: STP 1090-2021 (Timberline Dr Warehouses)

Ms. Cox:

We are pleased to inform you that your application **STP 1090-2021** was approved by the Spring Hill Planning Commission on February 14, 2022 with the following condition(s):

1. *Tilt-up concrete panels account for more than 60% of the façade on each elevation. With the approval of STP 1090-2021 the Design Review Commission grants approval of the building elevations and exterior façade materials as shown on the Architectural plans submitted on February 14, 2022.*
2. *A dedication plat is required for the dedication of right-of-way for Timberline Drive prior to the issuance of building permits for vertical construction.*
3. ***The applicant will enter into an escrow agreement with the City of Spring Hill for no less of \$65,000 to be utilized for offsite traffic improvements. No permits will be issued until such an agreement is reached.***
4. ***The applicant shall make all improvements as identified in the traffic impact study at their sole expense.***
5. *The applicant must provide the final revised site plan as approved by the Planning Commission within 30 calendar days of PC approval to the Planning Department in a digital format.*
6. *Approval of this site plan shall be valid for a period of three (3) years from the date of Planning Commission approval. Modification to the approved site plan may require Planning Commission Approval.*

Please contact the Planning Department if you have any questions or require further assistance at 931-486-2252 ext. 255.

Sincerely,

City of Spring Hill Planning Commission

RESOLUTION 22-244

**A RESOLUTION TO AUTHORIZE THE MAYOR OF SPRING HILL, TN TO SUBMIT
A LETTER TO ACCEPT STATUS AS AN ENTITLEMENT CITY FOR THE FISCAL
YEAR 2023 UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT**

WHEREAS, the City of Spring Hill, Tennessee is eligible for funds under the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) as the city has recently obtained Entitlement City status by reaching a population of 50,000; and

WHEREAS, federal monies are made available under the Community Development Block Grant (CDBG) program from the U.S. Department of Housing and Urban Development (HUD).

WHEREAS, the City of Spring Hill seeks to use CDBG funding to promote such programs and expenditures identified as permissible under the program.

WHEREAS, the City of Spring Hill wishes to accept entitlement status from the Department of Housing & Urban Development CDBG program.

NOW, THEREFORE, BE IT RESOLVED, THAT

The mayor be authorized to execute and submit a letter to accept entitlement status from the Department of Housing & Urban Development under the Community Development Block Grant Program beginning in Fiscal Year 2023.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this Resolution shall take effect from and after its adoption, welfare demanding it.

Passed and adopted by the Board of Mayor and Alderman of the City of Spring Hill, Tennessee, on the 7th day of November, 2022.

ATTEST:

April Goad, City Recorder

Jim Hagaman, Mayor

APPROVED AS TO FORM:

Patrick Carter, City Attorney



U. S. Department of Housing and Urban Development

Knoxville Field Office, Region IV
John J. Duncan Federal Building
710 Locust Street, Suite 300
Knoxville, Tennessee 37902 - 2526

October 14, 2023

Pamela Caskie, City Administrator
City of Spring Hill, Tennessee
199 Town Center Parkway
Spring Hill, TN 37174

Dear Ms. Caskie:

**SUBJECT: Community Development Block Grant (CDBG) Program
Potential of Being Designated New Entitlement City – Fiscal Year 2023
Spring Hill, Tennessee**

The purpose of this letter is to inform you on the possibility of Spring Hill being approved as an entitlement community under the CDBG Program beginning in Fiscal Year (FY) 2023.

Currently, the U.S. Department of Housing and Urban Development is preparing for the inclusion of new entitlement cities under the CDBG Program for Fiscal Year 2023, and Spring Hill, Tennessee is on the list as one of the potential new CDBG entitlement cities. Despite budgetary uncertainty and CDBG planning purposes, CPD must immediately attend to the inclusion process. Therefore, for administrative purposes, it is necessary that the City of Spring Hill to review its options as discussed below, determine which option the City wishes to select, and inform CPD through writing of the option selected.

Each potentially eligible city not located in an urban county identified above must select one of the following four options with regard to its participation in the CDBG program:

- (1) Accept status as an entitlement grantee;
- (2) Accept status as an entitlement grantee and enter into a joint agreement with the urban county;
- (3) Defer status as an entitlement grantee and participate through the State CDBG program;
or
- (4) Defer status as an entitlement grantee and, if located in an urban county, participate as part of the urban county.

Since Spring Hill is not located in an Urban County, options (1) and (3) are the only applicable choices. Please notify CPD of the City's decision as soon as possible.

When a city accepts its entitlement status, it will receive an allocation of CDBG funds provided that an appropriation for the program is made. When a grantee defers its entitlement status, it does not receive a direct allocation because it has deferred (i.e., elected not to accept) its entitlement status.

Under option (3), no allocation will be made to newly deferring metropolitan cities. There are some potential metropolitan cities that, historically, have not taken their grants; nevertheless, funds are allocated to them and then subsequently reallocated, in accordance with the statute and regulations. HUD's Office of General Counsel has advised that it is necessary to continue that process with those few communities, but HUD does not have to allocate funds to new potential grantees that indicate they do not want to take their status. A potential metropolitan city that defers its status will have the opportunity to accept entitlement status in a future year, provided that it continues to meet the statutory and regulatory criteria for such designation in effect at that time.

May I also take this opportunity to inform you that the tentative planning CDBG estimate for Spring Hill is only about \$141,000, and that estimated total is contingent upon approval of the CDBG budget each year by Congress, which means the total annual allocation may be less or more depending on the approved budget. You should also be aware that the City will be required to submit to CPD a three to five year Consolidated Plan and Annual Action Plans for approval. In addition, each year a Consolidated Annual Performance and Evaluation Report is required, along with ensuring that all funds comply with the 1.5 ratio expenditure regulation.

Please send written notification of the option selected as soon as possible. The written notification should be addressed to CPD as follows:

U.S. Department of Housing and Urban Development
Erik D, Hoglund, Director, CPD
John J. Duncan Federal Building, Suite 300
710 Locust Street, SW
Knoxville, TN 37902

It can be emailed to CPD by sending to erik.d.hoglund@hud.gov

The Department has several video training modules and guidance on the HUD Exchange that can be accessed on our website at: <https://www.hudexchange.info/programs/cdbg-entitlement/>. Also, I enclosed a copy of "Guidance For Potential New Entitlement Grantees" which will be of assistance as well.

Once the budget is final and the Department has been informed that Spring Hill has been included in the 2023 CDBG allocations, I will contact you regarding completing a three to five year Consolidated Plan and other CDBG requirements. If you have any questions, you may contact me (865) 474-8221. If the City chose to become an entitlement city, I would also like to meet with you and applicable staff to discuss the CDBG Program and what types of technical assistance the Department may provide. We will be contacting you regarding possible dates.

3

Please know that we are always available should you have any questions. We look forward to working with you, your staff, and your residents as the City addresses its housing and community development needs.

Very sincerely yours,

Erik D. Hoglund, Director
Office of CPD, Knoxville

Enclosure

cc:
The Honorable Jim Hagaman, Mayor
City of Spring Hill
Amanda Knobloch, Special Projects Manager



REQUEST: *Approval of Resolution 22-244*
SUBMITTED BY: Tony Tolstedt, Assistant City Administrator
DATE: November 7, 2022
RE: Community Service Block Grant entitlement status acceptance
ATTACHMENTS: 1. U.S. Department of Housing and Urban Development letter
2. Guidance for Potential New Entitlement Grantees Community Development Block Grant Program

PURPOSE:

The purpose of Resolution 22-244 is to notify the U.S. Department of Housing and Urban Development (HUD) that the City of Spring Hill has chosen to accept the status as an entitlement community for Community Service Block Grant (CDBG) funding.

BACKGROUND:

The City of Spring Hill, per the most recent federal census, reached a population in excess of 50,000. This change in population now provides the potential for new entitlement dollars through the CDBG. Said funding is restricted towards those items provided for within the program guidelines. Specific studies and requirements are required as outlined per Part 91. Said guidance is attached.

FINANCIAL IMPACT:

The estimated funding amount is approximately \$141,000. This total funding is contingent upon approval of the CDBG budget by Congress, which means the allocation amount may be less or more depending on the approved budget.

Program participation costs for a community are reimbursable up to 20 percent of their CDBG grants plus 20 percent of program income earned that program year for planning and administration expenses. Planning and administration expenses include but are not limited to preparation of the Consolidated Plan/Action Plan, staff salaries for employees administering the CDBG program, and lease of office space.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 22-244 to authorize the Mayor to accept the status as an entitlement community for the Fiscal Year 2023.

GUIDANCE FOR POTENTIAL NEW ENTITLEMENT GRANTEEES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Potential new CDBG entitlement grantees may be identified annually when the Census Bureau releases updated population data. In addition, the Office of Management and Budget periodically issues bulletins that update their designations of metropolitan areas, counties included in metropolitan areas, and principal cities of those metropolitan areas. This memorandum provides guidance to potential new entitlement communities on the process required to become entitlement communities.

Once they are notified that they may be eligible for CDBG funding, potential new entitlement grantees are required to provide a written response to their local HUD Field Offices stating that they accept or decline their entitlement status. This response may be sent via email with a PDF attachment, facsimile, or mailed to the Field Office.

Part 91 Requirements

Potential new entitlement grantees must select a program year start date between January 1 - October 1. New grantees are encouraged to select a program year start date from July 1 - October 1 because of the amount of time required to develop a citizen participation plan, Consolidated Plan/Action Plan, train and hire staff on CDBG program requirements, and perform other necessary administrative actions required for start-up. In addition, because the Congressional appropriation process is often not completed by the start of the federal fiscal year, grantees with a program year start date of April 1 or earlier often do not receive their CDBG grants until well after their program year start dates.

Grantees are required to prepare a citizen participation plan that gives their policies and procedures for citizen participation in accordance with 24 CFR 91.105(a)(1). According to 24 CFR 91.105(a)(2), the citizen participation plan must provide for and encourage citizens to participate in the development of the consolidated plan/action plan, substantial amendments to the consolidated plan, and the annual performance and evaluation report. Low and moderate persons should be encouraged to participate in this process, particularly those that reside in areas where CDBG assistance may be targeted. Grantees must also encourage the participation of minorities, non-English speaking persons, and persons with disabilities as well. Participation by nonprofits, community-based organizations, public housing agencies, businesses, developers, and faith-based organizations should also be encouraged.

A grantee is required to prepare a Consolidated Plan every three to five years and an annual Action Plan that details the activities it will carry out with CDBG funds. 24 CFR 91.5 defines a Consolidated Plan as the document submitted to HUD that serves as the comprehensive housing affordability strategy, community development plan, and submissions for funding under any of the Community Planning and Development formula programs (CDBG, HOME, ESG, and HOPWA) prepared in accordance with the process detailed in Subpart C of the Part 91 regulations.

www.hud.gov

espanol.hud.gov

Information required for a complete Consolidated Plan includes:

- A housing and a homeless needs assessment, which includes the jurisdiction's estimated housing needs, number and types of families in need of housing assistance for extremely low income, low income, moderate income, and middle-income families, renters or owners, elderly persons, single persons, large families, persons with HIV/AIDS and their families, and persons with disabilities.
- A homeless needs assessment which describes the nature and extent of homelessness; an estimate of the number of persons who are not homeless but require supportive housing; and the number of housing units occupied by low- and moderate-income families that contain lead paint hazards.
- A housing market analysis.
- A strategic plan which addresses non-housing community development needs and barriers to affordable housing.
- An anti-poverty strategy.

Grantees must address all of the requirements listed in the regulations.

HUD cannot provide an estimate of how many hours it would take to prepare a Consolidated Plan because the number would vary with each entitlement grantee. It is recommended that potential new entitlement grantees contact other comparable entitlement grantees or the HUD Field Office to ascertain this information.

The regulations at 24 CFR 91.15(a)(1) state that jurisdictions should submit their Consolidated Plans to HUD at least 45 days before the start of its program year. 24 CFR 91.15(a)(2) states that HUD will not accept a Consolidated Plan submission earlier than November 15 or later than August 16 of the federal fiscal year for which the grant funds are appropriated. It is important for grantees to understand that failure to submit their Consolidated Plan and Annual Action Plan by August 16 will result in the loss of funding for that fiscal year. Grantees should consult 24 CFR 91.220-230 for guidance concerning preparation of an annual Action Plan. Information on the Consolidated Plan may be accessed at <https://www.hudexchange.info/programs/consolidated-plan>. Grantees are required to submit their Consolidated Plan/Action Plan in the eCon Planning Suite: Consolidated Plan and IDIS. The eCon Planning Suite includes CPD Maps, a mapping tool to assist grantees in determining where to target CDBG assistance. Additional information on the eCon Planning suite may be accessed at <https://www.hudexchange.info/programs/consolidated-plan/econ-planning-suite/>. Webcasts on use of the eCon Planning suite may be accessed at <https://www.hudexchange.info/programs/consolidated-plan/econ-planning-suite-overview-webinars/>.

Grantees are also permitted to hire consultants to assist them in developing a Consolidated Plan. Consultants must be procured in accordance with the procurement requirements at 2 CFR 200.318-200.326, accessible at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Notice CPD 96-5 also provides guidance on the procurement of consulting services. It may be accessed at https://www.hud.gov/program_offices/administration/hudclips/notices/cpd/99-95#1996

Once a grantee submits its Consolidated Plan/Action Plan to the HUD Field Office, HUD has 45 days to review and approve it. A Consolidated Plan/Action Plan is considered approved by HUD 45 days after HUD receives it unless HUD notifies the grantee before that date that its plan is disapproved. The Field Office may disapprove all or part of a grantee's Consolidated Plan/Action Plan. Reasons include but are not limited to the plan being substantially incomplete, developed without citizen participation and/or consultation, or HUD determined that one or more of the certifications submitted with the plan are inaccurate. A grantee has 45 days from the date of notification of disapproval by HUD to resubmit its Consolidated Plan/Action Plan, and HUD has 30 days to approve or disapprove the resubmitted Consolidated Plan/Action Plan.

Once HUD approves a grantee's Consolidated Plan/Action Plan, the HUD Field Office issues a grant agreement. After the grant agreement is executed by HUD and the grantee, an account is established in the grantee's name with the U.S. Treasury. This is the grantee's Line of Credit. Grantees must draw down funds by activity as they are needed rather than draw down the entire grant at once. Grantees are not permitted to draw down funds in advance of need and are required to minimize the time between the transfer of funds from the Treasury to disbursement by them or their subrecipients for eligible activities.

Preparation of Consolidated Plans/Action Plans

New CDBG grantees are permitted to incur costs for the preparation of their citizen participation plans, Consolidated Plans/Action Plan and other administrative costs before the date of their grant agreements. Under the authority of 24 CFR 570.200(h), reimbursement for pre-award costs, before the effective date of the grant agreement, a grantee may incur costs and then after the effective date of the grant agreement pay for those costs using its CDBG funds. Citizens must be advised of the extent that pre-award costs will affect future grants, and the costs must be in compliance with Subpart C of the Part 570 regulations and the environmental review procedures stated in 24 CFR Part 58. Pre-award authority is only permitted for preparation of the first year's Consolidated Plan/Action Plan.

CDBG Program Administration

CDBG grantees are permitted to spend no more than 20 percent of their CDBG grants plus 20 percent of program income earned that program year for planning and administration expenses. Planning and administration expenses include but are not limited to preparation of the Consolidated Plan/Action Plan, staff salaries for employees administering the CDBG program, and lease of office space. New grantees will require significant start-up costs associated with the development of their citizen participation and consolidated/action plans and capacity building.

New CDBG grantees are advised to carefully consider the options for administering their proposed CDBG-assisted activities. The option(s) selected may depend on the size of the CDBG grant, grantees' capacity for CDBG program administration, and the activities that they plan to carry out. In accordance with 24 CFR 570.200(f), a grantee may carry out CDBG activities:

- through its employees (the hiring of staff to administer the CDBG program is an eligible administrative cost).
- procuring with a consulting firm or for-profit grant administrator (the contract must be governed by the requirements of 2 CFR 200.318-200.326).
- through loans or grants made to subrecipients (see 24 CFR 570.500(c) for the definition of subrecipient) or
- the use of one or more public agencies (such as the county, a public housing authority or a redevelopment authority).

Grantees may use one or more of these options for carrying out CDBG-assisted activities. However, please note that 24 CFR 570.501(b) states that the grantee is responsible for ensuring that CDBG funds are used in accordance with all program requirements. The use of designated public agencies, subrecipients, or contractors does not relieve grantees of this responsibility. This means that grantees must ensure that designated public agencies, subrecipients, and contractors are carrying out CDBG-assisted activities in compliance with all CDBG program requirements. The grantee is responsible for monitoring such entities to ensure performance and compliance. The grantee remains responsible for any compliance problems and is financially responsible for any disallowed costs.

CDBG grantees are required to provide CDBG assistance only to areas within their jurisdictions' boundaries unless the requirements in 24 CFR 570.309 are met. This provision states that a grantee must determine that an activity funded outside of its jurisdiction is necessary to further the purposes of the Housing and Community Development Act of 1974 and its community development objectives, and that the grantee's residents are reasonably benefiting from the activity. It is important that grantees document the basis for this determination before CDBG funds are expended, and grantees must maintain that documentation. Urban counties are reminded that local governments which chose to opt out of the county's program or chose not to sign a cooperation agreement to participate in the county's program are not part of the CDBG Urban County. Even though these local governments may lie within the county's corporate boundaries, they are outside the jurisdiction of the county for CDBG program purposes.

Reporting Requirements

CDBG grantees are required to be proficient in the use of the Integrated Disbursement and Information System (IDIS). IDIS is the system through which grantees enter activity accomplishments and draw funds from the Line of Credit. Grantees are required to report on all CDBG-assisted activities in IDIS on a regular basis. Grantees are required to enter information on the proposed activity and national objective. As the activity progresses, grantees are required to

report on activity accomplishments and performance measures. For activities that will meet the low- and moderate-income jobs national objective, grantees are required to enter information on race and income of the beneficiaries and identify the number of jobs created or retained. For activities that will meet the low- and moderate-income limited clientele national objective, grantees are required to enter information on race and income of the beneficiaries. For activities that will meet the low- and moderate-income area benefit national objective, grantees are required to enter information on the Census block groups that comprise the service area of the activity. The IDIS training manual may be accessed at <https://www.hudexchange.info/resource/2685/idis-online-for-cdbg-entitlement-communities-training-manual/>. The IDIS home page, providing IDIS resources, news, and announcements may be accessed at <https://www.hudexchange.info/programs/idis/>.

To obtain an IDIS account, a grantee's chief executive officer (or their designee) must fill out the IDIS Online Access Request Form, have it notarized, and submit it to their local HUD Field Office. For security and separation of duties purposes, multiple staff members will require IDIS access. The form and additional information on the requirements for acquiring an IDIS account may be accessed at <https://www.hudexchange.info/programs/idis/idis-technical-assistance/>.

RESOLUTION 22-245

A RESOLUTION OF THE CITY OF SPRING HILL, TENNESSEE TO REQUEST DESIGNATION OF THE PROPERTY LOCATED AT 407 MCLEMORE AS A HISTORICALLY SIGNIFICANT SITE

WHEREAS, it is the policy of the City of Spring Hill to promote the preservation and protection of the physical character and quality of life in the city; to promote the educational, cultural civic awareness and general welfare of the city while providing a sense of commitment and continuity between the past and present through the encouragement of preservation and protection of historically significant sites and structures; and to foster civic pride and historic recognition through the preservation of the City’s heritage; and

WHEREAS, The City of Spring Hill, owner of the property at 407 McLemore, pursuant to Title 2, Chapter 4, Section 2-405(2)(d) of the City of Spring Hill Municipal Code, seeks to designate the site as a Historically Significant Site.

WHEREAS, Title 2, Chapter 4, Section 2-406 of the City of Spring Hill Municipal Code provides that sites in the City of Spring Hill may be designated as Historically Significant Sites by resolution of the Board of Mayor and Aldermen upon recommendation of the City of Spring Hill Historic Commission; and.

NOW, THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee do hereby request that the property located at 407 McLemore be designated as a Historically Significant Site.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 7 Day of November , 2022.

ATTEST:

Jim Hagaman, Mayor

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 22-245*
SUBMITTED BY: Tony Tolstedt, ACA
DATE: November 7, 2022
RE: Historic Designation of Old City Hall (407 McLemore)
ATTACHMENTS: Required Supporting Documentation (Exhibit A)

PURPOSE:

Resolution 22-245 authorizes application to the Spring Hill Historic Commission for designation of the Old City Hall building as historically significant pursuant to Spring Hill Municipal Code (SHMC).

BACKGROUND:

Pursuant to SHMC Section 2-406 of the SHMC, Designation of a site as historically significant may be done by the (BOMA) following recommendation for the Historic commission and application from the property owner for said designation.

Criteria for said designation is contained in SHMC Section 2-407 and are provided as follows:

(A) The quality of significance in the city's history, architecture, archaeology and culture is present in districts, sites, buildings, structures and objects that possess integrity of location, design, setting, materials, workmanship, feeling and association, and that:

- (1) Are associated with events that have made a significant contribution to the broad patterns of the city's history;*
- (2) Are associated with the lives of persons significant in the city's past;*
- (3) Embody the distinctive characteristics of a type, period or method of construction or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components lack individual distinction; or*
- (4) Have yielded, or may be likely to yield, information important in prehistory or history.*

(B) Ordinarily cemeteries, birthplaces or graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature and properties that have achieved significance within the past 75 years shall not be considered eligible for the city's historic register. However, such properties will qualify if they are integral parts of districts that do meet the criteria or if they fall within the following categories:



- (1) A religious property deriving primary significance from architectural or artistic distinction or historical importance;*
- (2) A building or structure removed from its original location but which is significant primarily for architectural value, or which is the surviving structure most importantly associated with a historic person or event;*
- (3) A birthplace or grave of a historical figure of outstanding importance if there is no appropriate site or building directly associated with his or her productive life;*
- (4) A cemetery which derives its primary significance from graves of persons of transcendent importance, from age, from distinctive design features or from association with historic events;*
- (5) A reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived; and*
- (6) A property achieving significance within the past 50 years if it is of exceptional importance.*

The City is currently the owner of the property denoted as Old City Hall which is located at 407 McLemore. The denoted property is currently being used as office space for IT and Emergency Management personnel. If Resolution 22-245 is approved, the application for a historically significant designation will be forwarded to the Historic Commission for consideration. If approved by the Historic Commission, BOMA would then be required to formally designate the property as historically significant per a separate resolution.

FINANCIAL IMPACT:

Designation of a property as historically significant per the proposed process does not inherently provide for any specific cost impact. However, designation does require future site plan review processes take steps to ensure that appropriate measures are taken to protect the structure and the immediate grounds when development or redevelopment occurs on adjacent property.

STAFF RECOMMENDATION:

Staff recommends that the BOMA approve resolution 22-245 to authorize application to the Spring Hill Historic Commission to designate the denoted property as historically significant.

SPRING HILL HISTORIC COMMISSION AGENDA APPLICATION

ate: _____

Name of Applicant: CITY OF SPRING HILL Phone: _____

Address: _____

Name of Property Owner: CITY OF SPRING HILL Phone: _____

Address: 404 MCLEMORE, SPRING HILL

Maury Co. Williamson Co. Tax Map: _____ Parcel # _____

SECTION 1 – Request for Designation of Historically Significant Site:

I, _____, pursuant to Municipal Code Title 2, Chapter 4, Section 2-406, request that the property and/or site located at _____, be designated by the City of Spring Hill as a Historically Significant Site.

The aforementioned property and/or site is (check all that apply, provide additional detail as necessary):

- Are associated with events that have made a significant contribution to the broad patterns of our history or is associated with the lives of persons significant in our past;
- A birthplace or grave of a historical figure of outstanding importance;
- Embody the distinctive characteristics of a type, period or method of construction or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components lack individual distinction;
- A building or structure removed from its original location but which is significant primarily for architectural value, or which is the surviving structure most importantly associated with a historic person or event;
- A religious property with historic importance;
- A cemetery; or
- Other (Please specify); FIRST CITY HALL & FIRE STATION ON SITE OF THE HITCHYARD (BLACKSMITH)

This form, along with (7) copies of the description of the property or properties in question must be filed with any applicable fee, fourteen (14) days prior to the Historic Commission meeting in order to be placed on the agenda.

Applicant's Signature

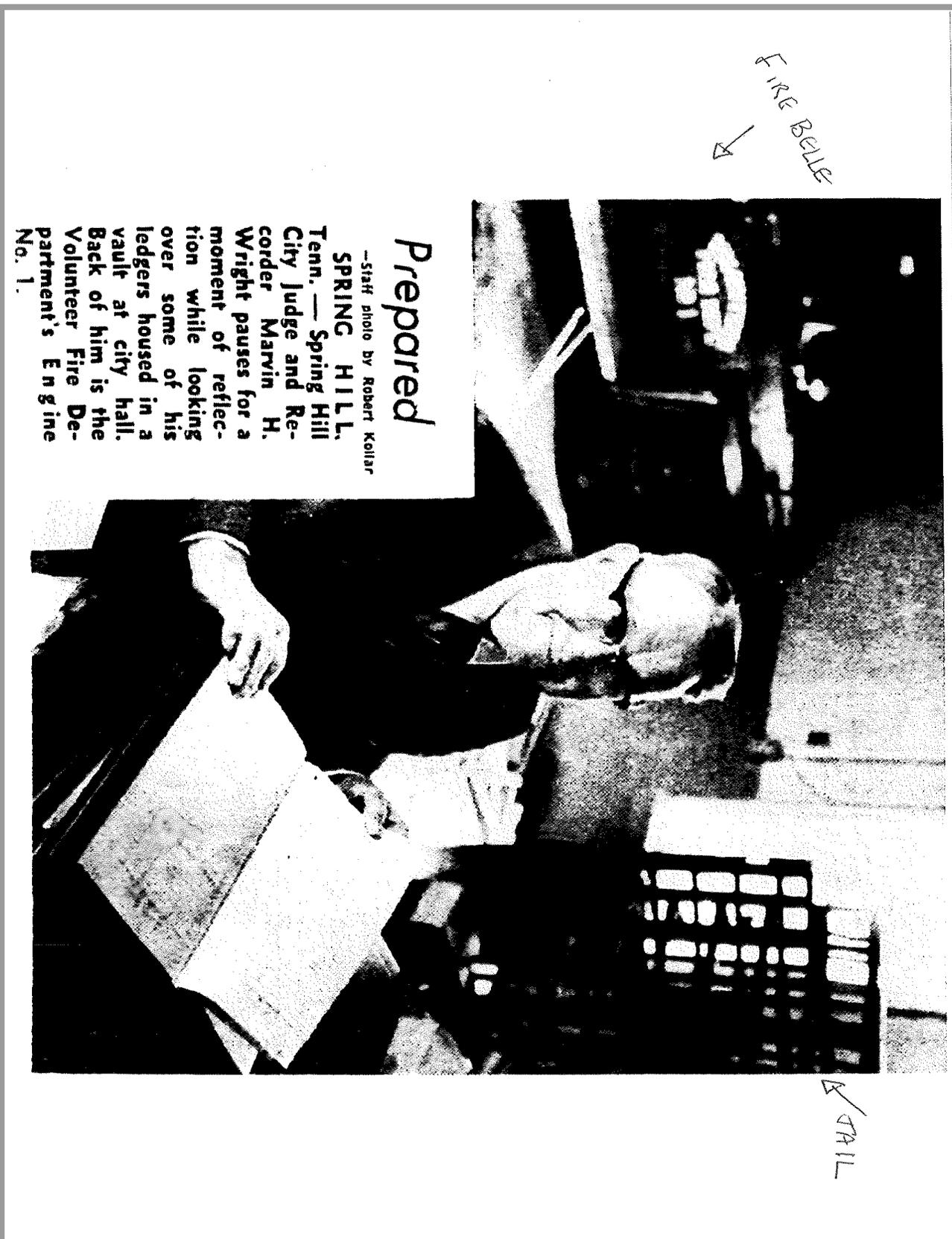
Date Received by Historic Commission: _____

Placed on Historic Commission Agenda for meeting to be held on: _____

_____, at _____ p.m.

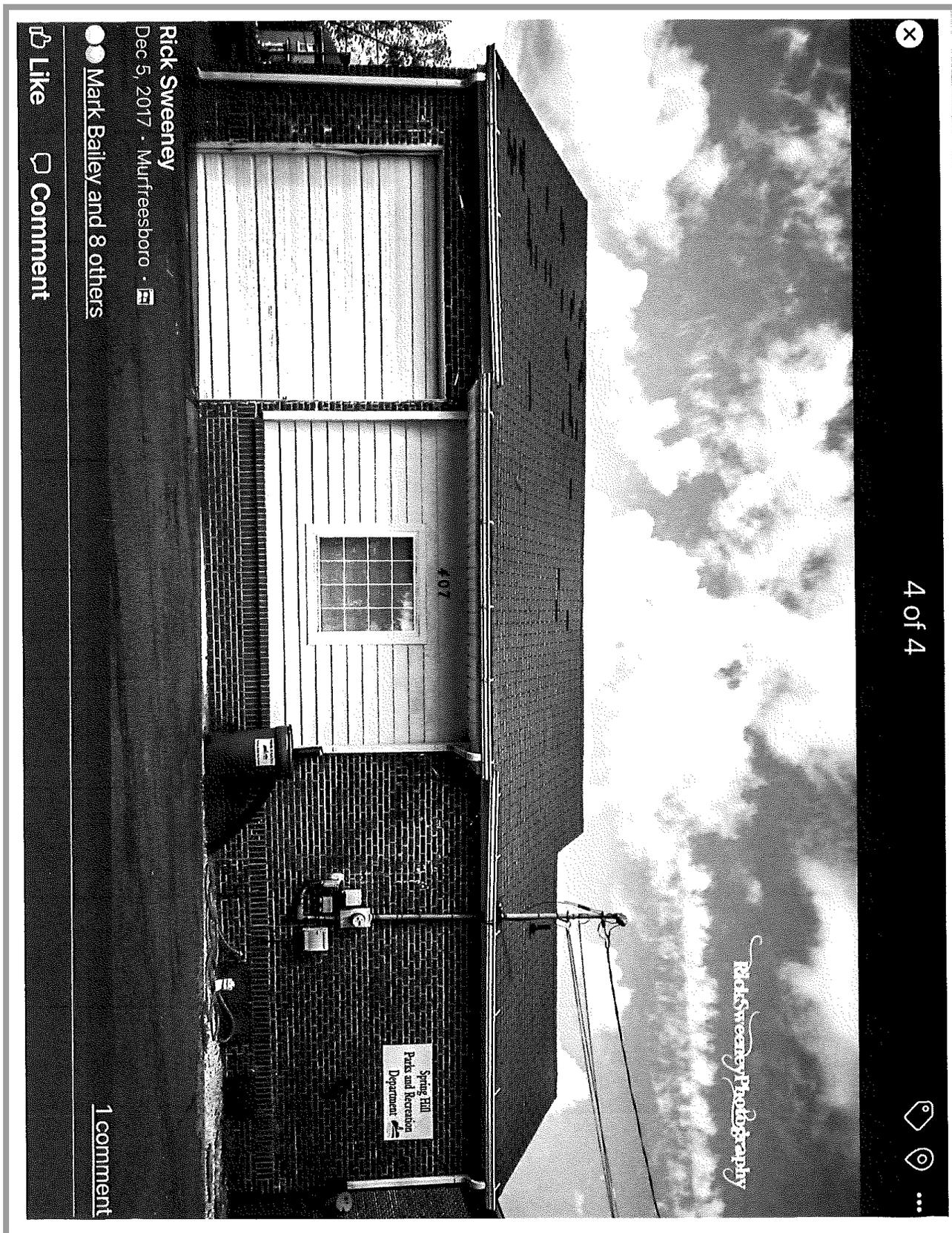
Recommended Not Recommended

Secretary of Historic Commission



Prepared

—Staff photo by Robert Kollar
SPRING HILL,
 Tenn. — Spring Hill
 City Judge and Re-
 corder Marvin H.
 Wright pauses for a
 moment of reflec-
 tion while looking
 over some of his
 ledgers housed in a
 vault at city hall.
 Back of him is the
 Volunteer Fire De-
 partment's Engine
 No. 1.



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Life as I Remember
Spring Hill in the Mid-Twenties (1926)

BY G. W. BOWMAN

Written for 1976 and Homecoming 1986 Contests



AS I REMEMBER SPRING HILL IN THE MID-TWENTIES, this was the turning point in life styles. The horse and the railroad had just reached their peak.

Most all freight and passenger service was by rail. The automobile was still a luxury. Every owner had to keep a horse and buggy. The car could only be used in nice weather. When it rained the country roads were impassable. Most of the streams that crossed a road had to be forded.

I believe there were two trucks in town. One went to Columbia several times a week for supplies as they were needed and the other went to Nashville two times a week. Everything else came by rail to the Depot and was hauled by wagon to town. All mail came in by train and I think there were four deliveries a day. The Depot was the center of activity. Most everyone who went any distance went by train. Some of the school children rode the train.

As I remember Spring Hill in the mid-twenties there was a hotel where the bank now stands. It had a large front porch where most all public speakings and gatherings were held. There was a hardware store, which also had groceries, feed, and seed. Hardware included wagon and buggy parts, horse drawn implement parts, horseshoes and nails, and rough iron for blacksmith work. They had only small amounts of seed because most people saved their own seeds.

There were four grocery stores, one of which carried meats, and one meat-market. All meat at this time was home butchered.

Butter could be bought in the store but milk was from your own cow or from a neighbor who had cows. There was a cream station that bought on a butterfat test, so most people separated the milk and sold cream.

There were two garages with gas pumps.

There were two blacksmith shops. One where City Hall now stands on McLemore Avenue (1976) with hitching posts all around it. It was

Spring Hill
168

the Hitch Yard. The blacksmith shops were very active, as everyone had to go to the shop for repairs for wagons, buggies, horse drawn and hand tools, and horses shoeing. The children liked to watch the blacksmith make and repair things and they liked the icehouse where they could pick up chips of ice to eat.

There were two restaurants and two press shops.

Branham and Hughes Military School was the big employer in town. There were about one hundred fifty boarding students plus about twenty-five local students. Most of the local students worked out their tuition on the grounds. They had several ball fields, a golf course, and a drill field so there was plenty of work. There was lots of activity in the fall and spring when students were arriving or leaving for the school term. Most of them arrived on the train and had to move into the dormitories. Then in the spring they moved out.

There were four churches in town that the students attended. As they went they all marched in formation. The black people also had two churches.

There was one bank, one dry goods store, two barbershops, and a post office. There were three rural carriers. Mail service was very good then. You could order anything by mail and get it in four or five days from Chicago, Illinois. The mail order business was good during these times.

Bus service started about this time. One, the Gray Line, forerunner of the Greyhound, had buses made on truck chassis like school buses. The others were just big cars. They had so many one ran about every thirty minutes. This started the railroad passenger service on the decline and today the depot no longer exists.

During the twenties there were several big local orchards. The packing and shipping of fruit was a big operation.

Until this time all dairymen sold butter or cream. Now they started to pick up whole milk from the farm so the cream business passed on. Most of the milk went to the cheese plant.

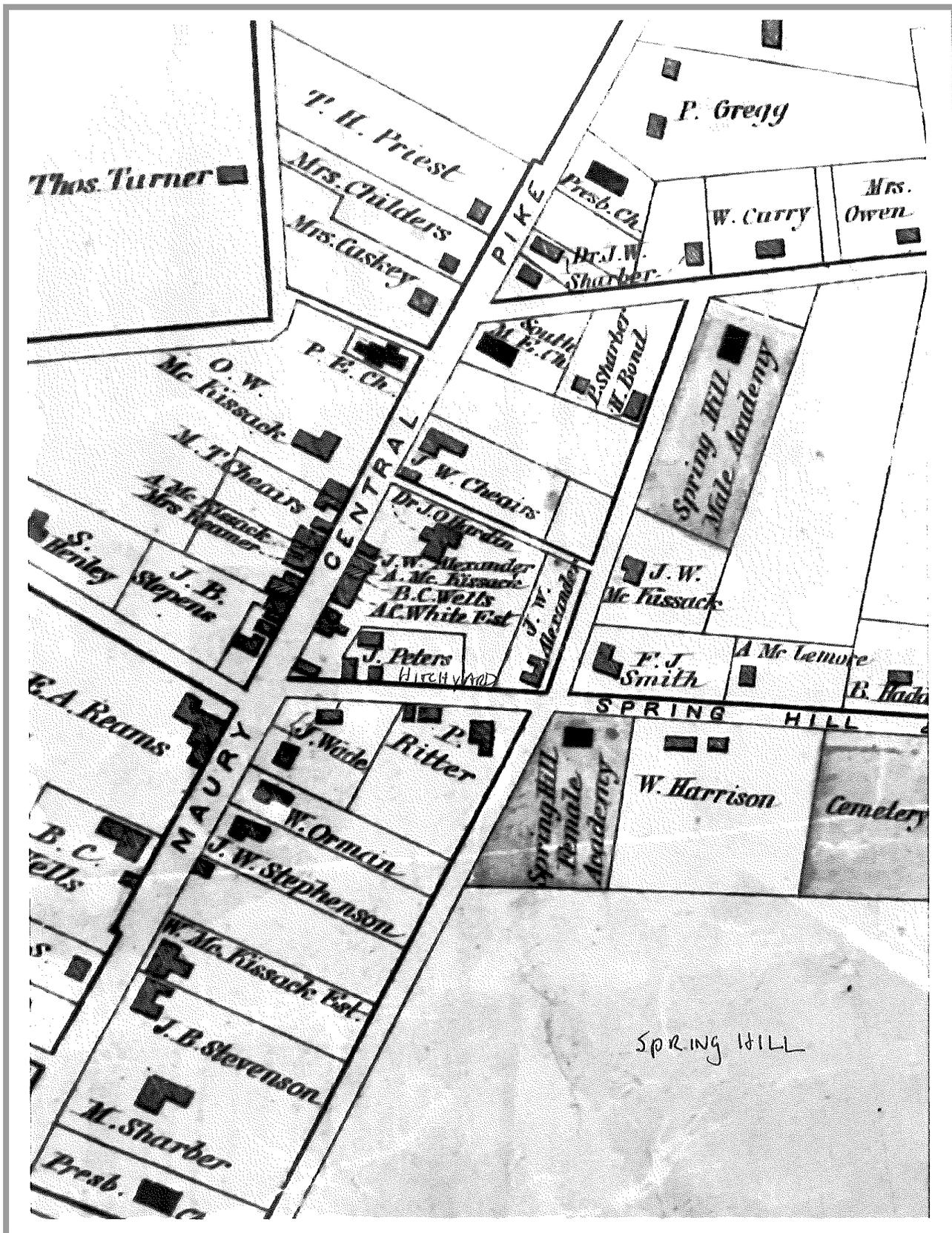
Radio was beginning to be popular replacing the phonograph.

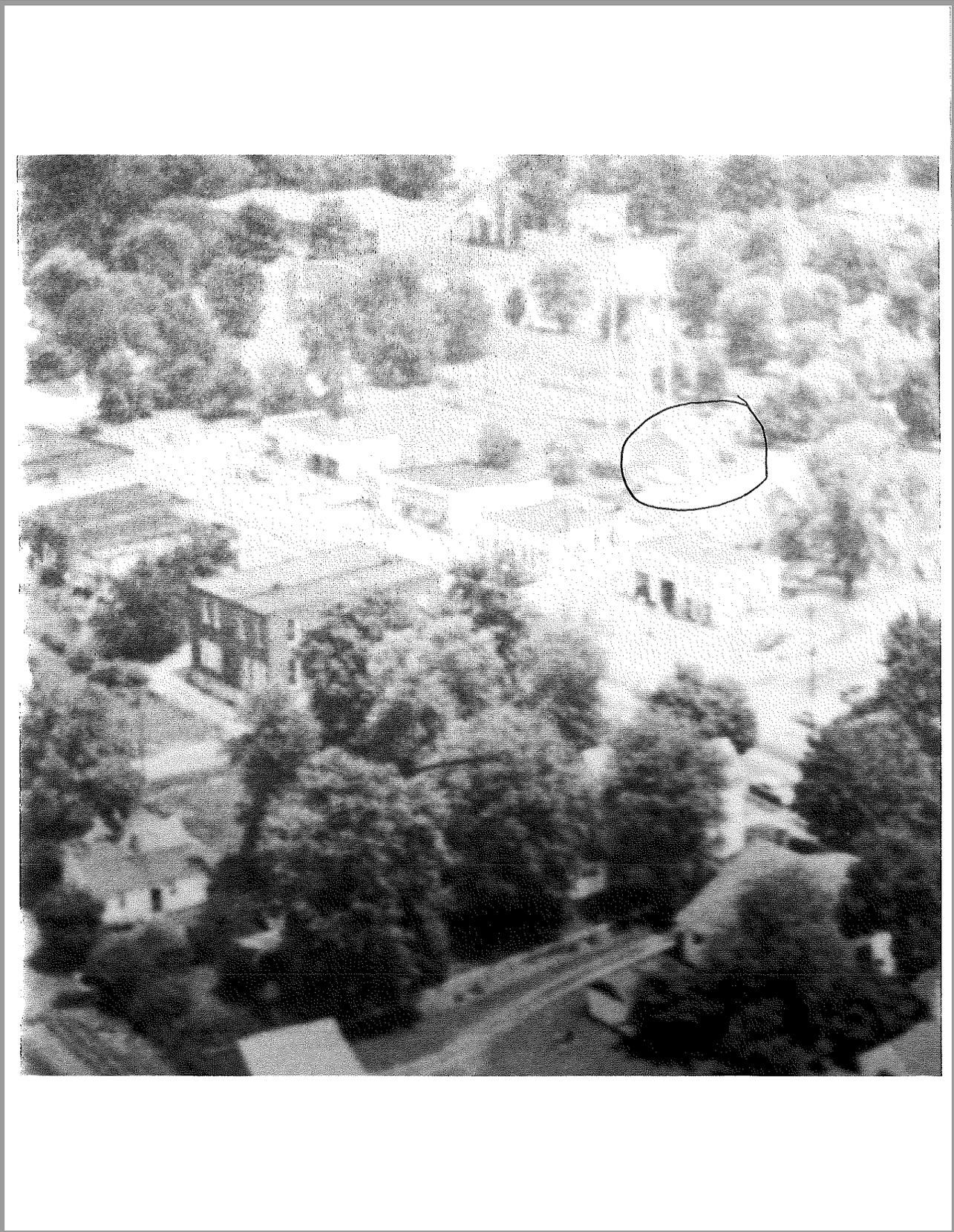
The gas tractor was beginning to replace steampower and horsepower.

Until this time most of the main roads were turnpikes with tollgates about every five miles. The local people that lived on the road repaired the other roads. In the twenties the state started buying up the turnpikes and the counties took over the local roads. They began a road and bridge building program, which was a great help to the county residents.

Across the street from the present City Hall (1976) were public scales with stock pens and a coal yard. Coal was a good business then

Everybody Has a Story





THE NASHVILLE TEN

At the Crossroads of Natural Gas and TVA Power—Telephone A1

VOL. 57—No. 255

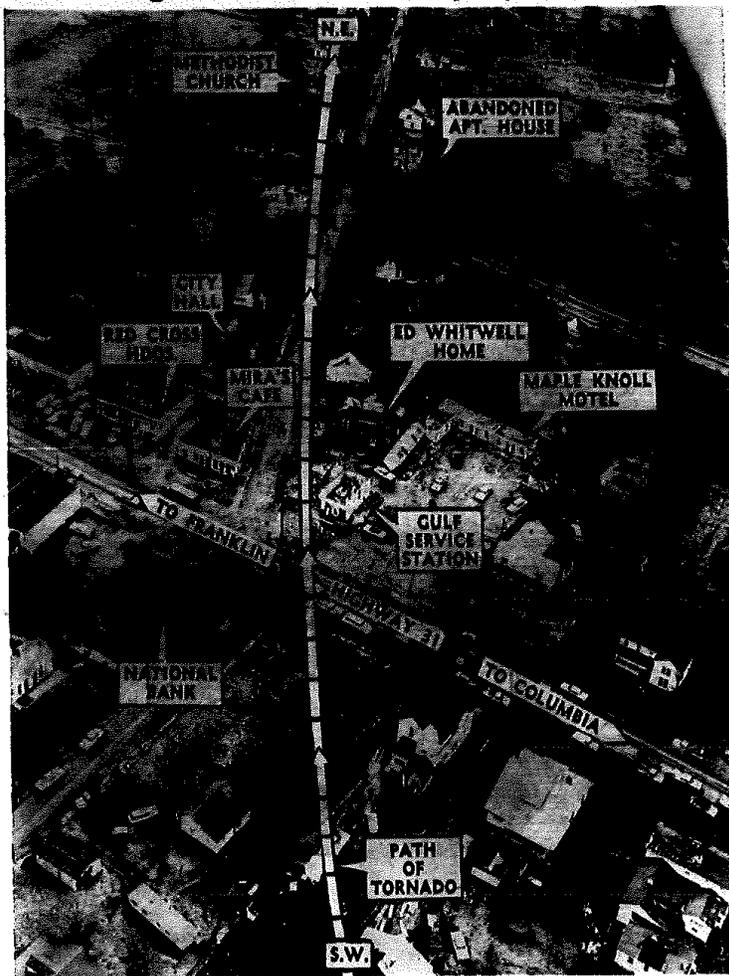
Second Class Postage Paid at Nashville, Tenn.

NASHVILLE, TENN., SATURDAY MORNING, JAN. 12, 1963

1963

CUBA NO-ATTACK P

Shrieking Winds Cut Alley of Destruction



SPRING HILL, Tenn.—This is an aerial view of tornado-damaged Spring Hill, showing the path of the violent winds.

Expected Cold Blast Lets Up

The weekend here will be colder but the bitter cold air mass that had been at the city was slowed up and become

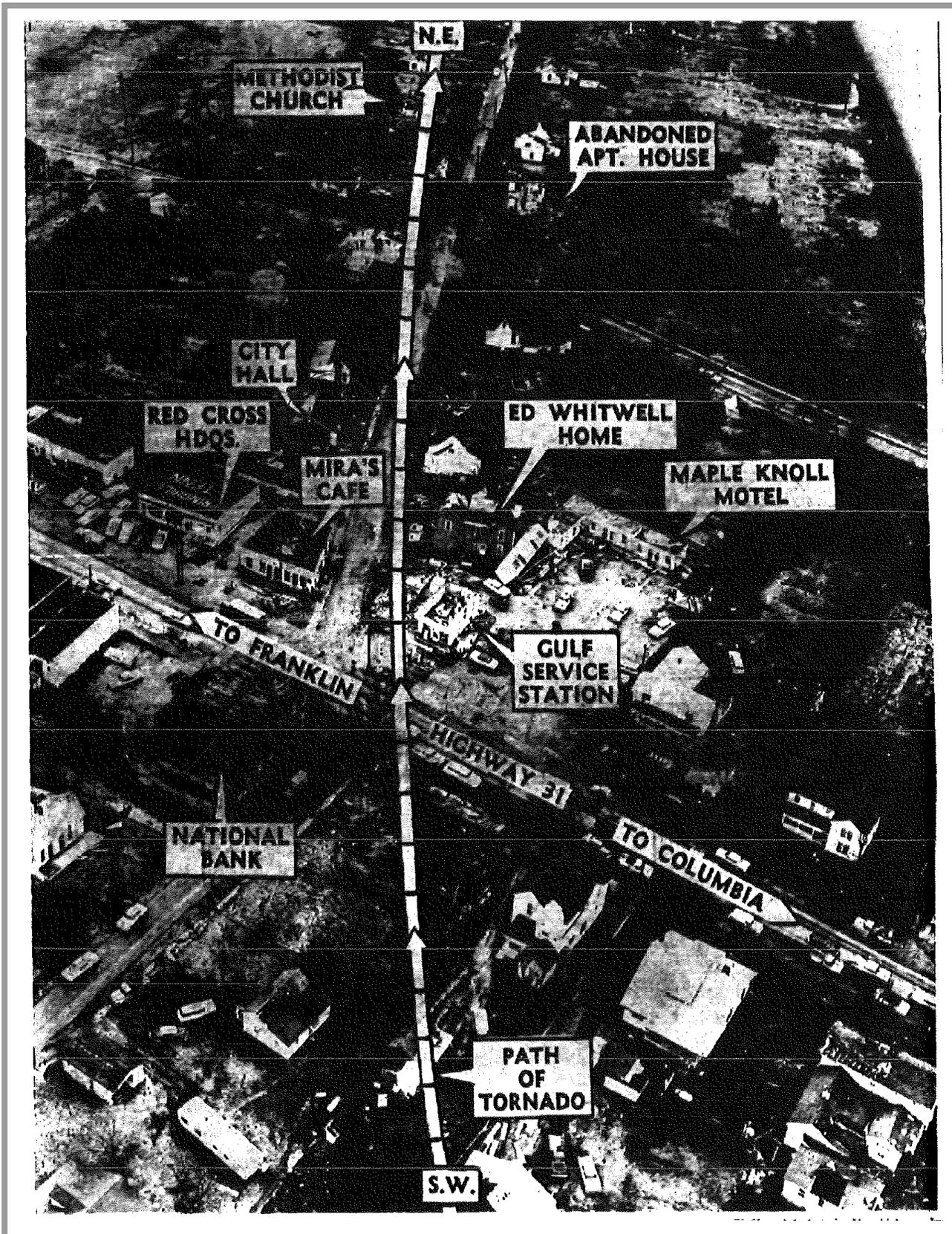
Spring Hill Tornado Loss Set At \$500,000

SPRING HILL, Tenn.—[five minutes] local residents know were up-ended and

Frazier Tells Return Plan

By JAMES TALLEY Assistant Dist. Atty. Gen. Howard V. Frazier said yesterday Nashville would be

Old Ag Ou S A C On pl off day create strat racket slide dith. Atte davis with a office Lavo- fectio laria - cation The Moore (depar tation (the propos Who collic table: the a trays There GAB collic reafop sturid tered were Wh terie one e street ion of The 6667 mena (Y. Je Si Old Coum had Dofos rdgnee name to a (dial Again Great day for f dand walle Low (ack t Mr. a to th thoutt -I stand at be City (ofic about Let to st behal a (en (1963 (Y.



14

O. J Porter to Town of Spring Hill

211/84

1938

TOWN OF SPRINGHILL. DEED
EXECUTED BY O.J. PORTER
DEC 15, 1936. FILED AUG 24, 1938
at 9:35 A.M. REGISTERED AUG. 26, 1938

X FOR THE CONSIDERATION of \$350. Three Hundred
X Fifty dollars cash receipt of which I hereby
X a knowlege I hereby sell and convey to the
X town of Spring Hill , Maury County Tennessee

the following described lot known as the Hitchyard Lot and bounded as follows;

On the north by the property of Dr J.O. Hardin , deceased , east by Miss Rose Odil , south by the Kedron Pike and west by Cating J. Glassman and property owned by the former Spring Hill Bank, now Commerce Union Bank . The same being one of several lots conveyed to me by O.P. Mc Kissack and wife Myra Mc Kissack as of record R.O.M.C. Book 191 , page 351

TO HAVE AND TO HOLD to the said town of Spring Hill with all rights thereunto belonging

I covenant with said town of Spring Hill that I am lawfully seized and possessor of said land and I do further bind myself , my heirs and legal representatives to forever warrant and defend the title to same unto said town of Spring Hill , against the lawful claims of all persons whomsoever.

December 15th , 1936 , Columbia, Tennessee

O.J. Porter

U. S. REVENUE STAMP
for \$ 50
Attached to this instrument

STATE OF TENNESSEE MAURY COUNTY

Personally appeared before me W H. Wilson Notary Public in and for said county and state , the within named O.J. Porter the bargainor with whom I am personally acquainted , and who acknowledged that -- executed the above instrument for the purposes therein expressed My commission expires August 9, 1936 . Witness my hand and seal at office in Columbia Tenn., this 28th day of December 1935

W.H. Wilson Notary Public



I certify that I registered the above instrument
this 26th day of August 1938
W.H. Wilson Reg.
10.0

W.C. WILLINGHAM ET UX. DEED
EXECUTED BY L.A. MADDIN ET UX.
AUG 23, 1938 . FILED AUG 24, 1938
at 9:55

X KNOW ALL MEN BY THESE PRESENTS, That we,
X L.A. Maddin and wife . May Maddin

Vertical text on the left margin, possibly a date stamp or recording information.

Myra McKissack (Mrs O.P.) to O.P. Porter 1938 351

And Mrs. Agnes Knox the wife of the said James R. Knox having personally appeared before me, private and apart from her husband, the said James R. Knox she acknowledged the execution of the above instrument to have been done by her freely, voluntarily and understandingly and without compulsion or constraint on the part of her husband, the said James R. Knox, and for the purposes therein expressed. This 25th day of November 1933.

Joseph P. Hester, Notary Public
My com. expires 30th day of March, 1934.

STATE OF NEW YORK
COUNTY OF MOORE



I, William S. Flock, Clerk of the County of Moore, and also Clerk of the County and Supreme Courts for said County and County being Court of Record, do hereby certify that Joseph P. Hester the Notary Public before whom the within acknowledgment was made, was at the time of taking the same authorized by the laws of the State of New York to take acknowledgments and proofs of deeds of conveyances for lands, tenements and hereditaments situate, lying and being in said State of New York. And further that I am well acquainted, with the handwriting of such Notary Public and verily believe that the signature to said certificate of proof of acknowledgment is genuine and that an impression of the seal of such Notary Public is not required by law to be filed in this office. In testimony whereof, I have hereunto set my hand and affixed the seal of the said Courts and County, the 28th day of November, 1933.

W. S. Flock, Clerk
By E. C. Salth, Deputy Clerk

Attest that I registered the above instrument
At day of March 1934
Wm. S. Flock

N. O. J. PORTER, DEED, EXECUTED) STATE OF TENNESSEE) LAURY COUNTY
H. O. F. MCKISSACK ET UX, MOH. 7,) KNOW ALL MEN BY THESE PRESENTS: That
I, N. O. J. PORTER, do hereby certify that I am the holder and owner
of a certain note for Two Thousand Five Hundred
and Four & 50/100 Dollars (\$2504.50) signed by the undersigned Mrs. Myra McKissack,
dated September 18th, 1929, due twelve months after date and to secure which the said
Mrs. McKissack placed in the hands of said Porter as collateral security a note for the
sum of THREE THOUSAND AND FIVE HUNDRED DOLLARS (\$3500.00) signed by the undersigned
O. P. McKissack, which note bears date of September 18th, 1926 and due July 1st, 1928
in order to secure said note the said O. P. McKissack executed and delivered to
the said Mrs. Myra McKissack a mortgage or deed of trust on a considerable lot of
real estate which mortgage is registered in R.O.L.C. in book 178 page 24, and
whereas said Dr. Porter has filed a bill in the Chancery Court of Laury County, Tenn.
for the collection of the balance due him on said \$2504.50 note and has asked for a
foreclosure of said mortgage and whereas there is a balance due on said note for \$2504.50
as of January 18th, 1934 the sum of Eleven Hundred and Seventy Seven & 59/100 dollars
and said Porter has incurred an expense of \$9.30 court cost and an attorney's fee of
seventy five dollars making a total sum due said Porter of Twelve Hundred and Sixty one
& 59/100 dollars and whereas we, the said O. P. McKissack and wife Mrs. Myra McKissack
have agreed to transfer and convey to said Porter the four tracts of land herein
after described in full satisfaction and discharge of said indebtedness, said property
to be conveyed free of all liens and encumbrances. NOW THEREFORE in order to carry out
said agreement, we the said O. P. McKissack and wife Mrs. Myra McKissack, for the
consideration that the said Porter has this day cancelled the said indebted so due
to him and has delivered upmax said note for \$2504.50 and also the said note for
\$3500.00 so held by him as collateral, do hereby bargain and sell, transfer and
convey unto the said O. J. Porter and to his heirs and assigns forever, all our right,

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BOOK 191

title, claim, interest and estate in and to the four tracts or parcels of land herein after described, the said Mrs. Myra McKissack hereby especially releasing all lien or liens she holds by virtue of said mortgage made to secure said \$3500.00 note as recorded in R.O.M.C. Book 178 page 24,

FIRST TRACT, lying in the 3rd civil district of Maury County, Tenn., and in the town of Spring Hill and being a house and lot containing about one fourth of an acre, bounded on the north by McKissack, east by Green Thompson, south by the Duplex Road and west by Luther Folk.

Second tract lying in the same civil district and county and known as the Spring Hill Hitch Yard, with blacksmith shop on same, bounded on the north by the property of Dr. J.O. Harding Dec'd East by Miss Rose Gell South by the Kedron Pike and West by Cathie J. Glassman and property owned by the Spring Hill Bank.

Third tract lying in the same civil district and county and in the town of Spring Hill and being a lot with a cabin on it, bounded on the north by Hendley, and on the East by Mrs. R. W. Cheairs, and South by D. E. Kelly and west by a street.

Fourth tract lying in the 3rd civil district of Maury County, Tenn. in the town of Spring Hill and bounded on the North by the old Military Road and on the east south and west by the lands of O. P. McKissack, fronting on said Military Road sixty feet from the southwest and runs back between parallel lines one hundred and fifty four and one half feet and being the same property transferred by O.P. McKissack to Mrs. Myra McKissack by deed dated January 22nd, 1934 and registered in R.O.M.C. in Book 191, page 269.

TO HAVE AND TO HOLD all of said tracts of land to him the said Dr. O.J. Porter and to his heirs and assigns forever.

We covenant that we are lawfully seized and possessed of all of said property and that we have a good right to convey the same and that the same is unencumbered, except by the said mortgage to secure the said \$3500.00 note and said lien is hereby released so far as the property herein conveyed is concerned. We will forever warrant and defend the title to all of said property to the said Porter and to his heirs and assigns.

Witness our hands, this 7th day of March 1934.

O. P. McKissack, Myra McKissack

U. S. GOVERNMENT STAMPS
No. 129
Attached to this instrument.

STATE OF TENNESSEE



PERSONALLY appeared before me H. S. Harper a Notary Public in MAURY COUNTY and for the above county and state O. P. McKissack and Myra McKissack the bargainors in the foregoing instrument, with whom I am personally acquainted, and who acknowledged that they executed same for the purposes therein contained. And Myra McKissack wife of the said O.P. McKissack having appeared before me privately and apart from her said husband acknowledged the execution of said instrument to have been done by her freely, voluntarily and understandingly, without compulsion or constraint from her said husband and for the purposes therein expressed. In witness whereof I have hereunto set my hand and official seal of office at Spring Hill, Tennessee, on this 7th day of March 1934. My commission expires 8th day of February 1938.

I certify that I registered the above instrument this 21 day of March 1934 H. S. Harper, Notary Public
Mrs. O. J. Williams Rec

L. A. COLEMAN, DEED, EXECUTED BY) KNOW ALL MEN BY THESE PRESENTS, That for the
MACK HARDISON ET UX, MCH. 5, 1934) const...
FILED MARCH 21

357
27

1926

OP McKissack
to
Myra McKissack
(Mrs OP)

LAURY COUNTY, TENN.

I certify that I considered the above mortgages and prior mortgages and in the presence of the undersigned and who acknowledged and who acknowledged that he executed the same for the purposes therein expressed, witness my hand and seal at office this 13 day of Sept 1926. Com expires 27 day of Apr 1929. C.A. Ross, Notary Public for Laury County, Tenn.

STATE OF TENNESSEE

Myra McKissack

FOR THE sum of one dollar cash in hand paid receipt of which is hereby acknowledged, and for other conditions herein after mentioned O.P. McKissack has this day bargained and sold and he hereby transfers and conveys to Mrs Myra McKissack, the following property in the 3rd Civil District of Laury County, State of Tenn. and to wit: Tract No. 1 a certain tract or parcel of land containing about six acres with one large brick house and one garage house, two barns, one office and scales, bounded as follows: on the north by Shiloh Church Property and old Military road, on the east by The Laury Central Turnpike of Cecil Church Property and old Military road, on the south by Mrs W.D. Farham and A.S. Greenlaw on the west by Mrs W.D. Farham, A.S. Greenlaw and depot street. Tract No. 2 Also a certain tract of land containing about 15 acres bounded as follows: on the north by Dr. B.H. Woodard, R.C. Olson and Woodall on the east by the same, Mrs Marie White, John Green, Green Thompson, Levisick, Luther Polk, Albert Owen and Red Sor. Tract No. 3 Also a house and lot containing about 1/2 of an acre bounded on the north by Mrs McKissack east by Green Thompson, south by Duplex Road and west by Luther Polk. Tract No. 4 Also that is known as the Spring Hill hitchyard with blacksmith shop on same, bounded on the north by Dr J.O. Hardin property, east by Lisa Lula Smith, south by Kedron Pike and west by Catina, J. Glassman and property owned by Spring Hill Bank. Tract No. 5 also lot with the cabins on same bounded on the north by Hendley east by Mrs R.W. Chiles also lot with policy and east by Tract No. 6 also my interest in that is known as the A. McKissack property as shown of record in Chancery Court Columbia Laury County, Tenn., bounded as follows: on the north by Methodist Church property Liza McLenore and John Blair east by street, south by alley and west by Laury Central Turnpike.

The said O.P. McKissack covenants that he is lawfully seized and possessed of the above property that the same is not encumbered except tracts No. 1 and 2 against which there is a first mortgage of \$5000.00 in favor of the National Life and Accident Insurance Company Nashville, Tenn., and a second mortgage of \$1500.00 and a third of \$500.00 as of record R.O.L.C. Columbia, Tenn. The said O.P. McKissack covenants that he has a right to convey the same subject to the mortgage indebtedness and binds himself to forever warrant and defend the title to said property against the lawful claims of all persons. This conveyance is made for the following uses, that is to say I am justly indebted to Mrs Myra McKissack in the sum of \$3500.00 evidenced by my promissory note of Sept 13, 1926 due July 1st, 1928 with interest at 6% and to secure the payment of the same this conveyance is made. If the above note and interest be paid when due this conveyance is to become null and void otherwise to remain in full force and effect and upon failure to pay said note and interest the said Mrs Myra McKissack is authorized to take possession of said property advertise a sale of said property for thirty days by weekly notices in some newspaper published in Columbia Laury County, Tenn., or by written notices posted at the door of the courthouse in said place and after so advertising sell the same for cash to the highest bidder free from the equity of redemption and all other exemptions all of which are hereby expressly waived and the said Myra McKissack or her successor shall execute a conveyance to the purchaser in fee simple and deliver possession to the purchaser and the beneficiary under this mortgage whomever he may be say bid and become a purchaser at any sale under this conveyance. The proceeds of such sale shall be applied (1) to the expense thereof including said advertisement and a reasonable attorneys fee if one is employed in connection therewith, (2) to the debts and obligations herein secured, the surplus if any to said O.P. McKissack. and the said Myra McKissack is authorized upon maturity of this debt secured hereby and in the event of a sale hereunder with the consent of the prior mortgagee to sell any part of this property subject to his prior mortgage of trust deed, witness my signature this 13th day of Sept 1926. O.P. McKissack.

STATE OF TENNESSEE

PERSONALLY appeared before me O.P. McKissack, Notary Public in and for the above county and acknowledged that he executed the same for the purposes therein expressed, witness my hand and seal at office this 13 day of Sept 1926. Com expires 27 day of Apr 1929. C.A. Ross, Notary

Property Type: 02 City

ASSESSOR OF PROPERTY - PROPERTY RECORD CARD

| | | | | | | | | | | | | | | | |
|---|--|-----------------------------|--|-------------------|--|-------------------------------|--|------------------|--|--------------------|--|---------|--|--------------------|--|
| 407 MCLEMORE AVE | | Subdivision | | TAX YEAR 2022 | | 060 | | 0250 | | C | | 015,001 | | 000 | |
| Ownership and Mailing Address | | BK 21 PG 178 | | MAURY COUNTY | | JUR | | CONTROL MAP | | GROUP | | PARCEL | | Pl. S/I | |
| SPRING HILL CITY OF MCLEMORE AVE SPRING HILL TN 37174 | | PG BLOCK LOT TRACT | | 60701 SPRING HILL | | SSDI | | Map 0288 | | Updated 01/05/2022 | | Dist 03 | | Printed 08/29/2022 | |
| Additional Description | | Dimensions 113.32X81.74 IRR | | SSD2 | | Total Land Units Deeded Acres | | Calculated Acres | | 1.00 | | 0.00 | | 0.00 | |

| | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------------------|--|--------|--------|-------|-------------|-----------|-------|-------------|-------|------|------|-----|-------|------|-----------|-----------|-------------|-----------------|----------|-----------|--------|-------|------|-----------|
| Code Description | | Yr Bld | Eff Yr | AREA | Grade | Units | Adj 1 | Description | Class | Rate | Crtd | RCN | %Good | Prot | Adj | Fact | Value | Total OBV Value | | | | | | |
| # Type Table Code Acc | | Front | Depth | Units | MARKET LAND | Rate | Int'l | Fid | Topo | Loc | Size | Mkt | Dep | 100 | 35,000.00 | 35,000.00 | Value Class | # Mkt Line | Use Type | Soil Type | Access | Acres | Rate | Use Value |
| 1 U 16 70 | | 113 | 81 | 1.00 | | 35,000.00 | | | | | | | | | | | 35,000 | | | | | | | |
| Totals: | | | | 1.00 | | 35,000.00 | | | | | | | | | | | 35,000 | | | | | | | |

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| Code Description | | Yr Bld | Eff Yr | AREA | Grade | Units | Adj 1 | Description | Class | Rate | Crtd | RCN | %Good | Prot | Adj | Fact | Value | Total OBV Value | | | | | | |
| # Type Table Code Acc | | Front | Depth | Units | MARKET LAND | Rate | Int'l | Fid | Topo | Loc | Size | Mkt | Dep | 100 | 35,000.00 | 35,000.00 | Value Class | # Mkt Line | Use Type | Soil Type | Access | Acres | Rate | Use Value |
| 1 U 16 70 | | 113 | 81 | 1.00 | | 35,000.00 | | | | | | | | | | | 35,000 | | | | | | | |
| Totals: | | | | 1.00 | | 35,000.00 | | | | | | | | | | | 35,000 | | | | | | | |

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|-----------------------|--|--------|--------|-------|-------------|-----------|-------|-------------|-------|------|------|-----|-------|------|-----------|-----------|-------------|-----------------|----------|-----------|--------|-------|------|-----------|
| Code Description | | Yr Bld | Eff Yr | AREA | Grade | Units | Adj 1 | Description | Class | Rate | Crtd | RCN | %Good | Prot | Adj | Fact | Value | Total OBV Value | | | | | | |
| # Type Table Code Acc | | Front | Depth | Units | MARKET LAND | Rate | Int'l | Fid | Topo | Loc | Size | Mkt | Dep | 100 | 35,000.00 | 35,000.00 | Value Class | # Mkt Line | Use Type | Soil Type | Access | Acres | Rate | Use Value |
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| Totals: | | | | 1.00 | | 35,000.00 | | | | | | | | | | | 35,000 | | | | | | | |

2/11/84

CA330TN Local PRC

State of Tennessee - IMPACT System Data

NOTES
 EXEMPT-CITY OF SPRING HILL (WATER DEPT)
 FOR 92-SOLD PIO LOT TO 250-C-16
 PB. FOR 95-SOLD PIO LOT TO 250-C-16-PU
 18-CHG DIM PER P 21-178-PB

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| Date | Code | ENTRANCES | ID |
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| App# | Book/Pg | |

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| Topo | 0 Level | |
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| Delete Next Year | | |
| Greenbelt Review | N | |
| Land Apr Date | 01/01/2006 By 15 | |
| # Improvements | 0 | |
| # Mobile Homes | 0 | |
| NH Trend | 0 Stable | |
| Other | | |
| Land Use Code | 52 | |
| Zoning | GREENBELT | |
| Year | Recorded | GREENBELT |
| App# | Book/Pg | |

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| LAND | 35,000 |
| IMPROVEMENTS | 0 |
| TOTAL APPRAISAL | 35,000 |
| GREENBELT APR | |
| ASSESSMENT | 0 |
| ASSESSED @ | 0% |
| APPROACH | |
| COST VALUE | |
| INCOME | 35,000 |
| MARKET | |

RESOLUTION 22-246

**A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SPRING HILL AND
WILLIAMSON COUNTY, TN**

WHEREAS the safety of the citizens of Spring Hill is a high priority to the Board of Mayor and Aldermen; and

WHEREAS the Board of Mayor and Aldermen wishes to enter into an agreement of mutual cooperation with Williamson County, Tennessee for the provision and operation of an Outdoor Warning System.

WHEREAS all terms of the agreement are outlined and specified in the attached "Memorandum of Understanding, K#22-435" and is attached as part of this Resolution No. 22-246.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the mayor is hereby authorized to execute a Memorandum of Understanding, as stated in the attached Memorandum of Understanding, in being in the best interest of the citizens of Spring Hill.

Passed and adopted this 7th day of November, 2022.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

K#22-435

**MEMORANDUM OF UNDERSTANDING
BETWEEN WILLIAMSON COUNTY, TENNESSEE AND THE CITY OF SPRING HILL, TENNESSEE**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between WILLIAMSON COUNTY, TENNESSEE ("County"), on behalf of its Office of Public Safety ("Department"), and the CITY OF SPRING HILL, TENNESSEE ("City"), for the mutual cooperation between the two entities for the provision and operation of an Outdoor Warning System ("OWS").

- I. **Parties.** County and City are Tennessee governmental entities and as such are authorized to execute cooperative memorandums of understanding.
- II. **Purpose of MOU.** City and County own, operate, and maintain separate OWS's within the City's boundaries. City has requested that the Williamson County Public Safety Office operate City's OWS's in conjunction with County's OWS's that are located within City's jurisdictional boundaries.
- III. **Funding.** Consideration for this MOU shall consist of the mutual understandings contained herein. The parties agree that monetary compensation shall neither be expected nor received by either party. Each party shall be responsible for its costs associated with the responsibilities contained herein.
- IV. **County's Responsibilities.**
 - a. The Department agrees to activate City's OWS's in conjunction with County's OWS's. The Department will have control of and will oversee the operation of City's OWS's which will include but not be limited to, activating City's OWS's when it conducts its periodic county wide OWS testing.
 - b. County shall remain responsible for maintaining its OWS and its related activation infrastructure.
 - c. County shall not be responsible for any injury, death, or damages that may result from the Department's failure to set off City's OWS's.
- V. **City's Responsibilities.**
 - a. City shall be responsible for the purchase and cost of maintaining, installing, replacing, and repairing City's OWS's.
 - b. City shall be solely responsible for ensuring its OWS's remain operational.
 - c. City agrees to authorize the Department to operate its OWS's in conjunction with County OWS's located within City's boundaries.
- VI. **Joint Responsibilities.** The parties agree to cooperate in good faith to compile and agree to guidelines that will provide guidance for the operation of the OWS's. Each party shall identify a point of contact.
- VII. **Term.** The term of this MOU shall be for a five (5) year term and shall extend from the date this MOU is fully executed to the fifth year anniversary of the execution. This MOU may be extended for additional one (1) year terms if agreed in writing by the parties. To be effective, any extension must be approved by the Williamson County attorney for form and signed by the Williamson County Mayor. In no event shall the term of this MOU extend beyond that which is permissible under Tennessee Law.
- VIII. **Termination.** Either party may terminate this MOU for any reason and at anytime by providing written notice to the other party. The termination shall be effective on the day the notice is received or on a date specified in the notice.

K#22-435

IX. Miscellaneous Terms.

- a. Compliance with Laws. The parties agree to comply with all applicable federal, state, and local laws and regulations.
- b. Notice. Except as otherwise provided herein, any notice or other communication between the parties hereby regarding the matters contemplated by this MOU may be sent by United States mail (first class, airmail, or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.
- c. Addresses.
 - i. If to County:

Williamson County Mayor's Office
1320 West Main Street, Suite 125
Franklin, Tennessee 37064
 - ii. If to City:

Spring Hill City Hall
199 Town Center Parkway
P.O. Box 789
Spring Hill, Tennessee 37174
- d. Modification of Contract. This MOU may be modified only by written amendment executed by all parties and their signatories hereto.
- e. Discriminatory Practices. The parties shall not subscribe to any policy or practice which permits or allows the refusal of services to individuals in need due to the individual's race, creed, color, national origin, age, sex or which is in violation of any applicable laws.
- f. Relationship between the Parties. The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this MOU. No party shall become liable for any representation, act, or omission of any other entity contrary to the terms of this paragraph. Each entity shall maintain its own identity in providing services. Each entity is separately responsible for establishing its own policies and financing its own activities.
- g. Nature of Memorandum of Understanding. City and County expressly acknowledge and agree that this MOU sets forth the terms and conditions governing the role and responsibilities of each party.
- h. Severability. If any provision of this MOU is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this MOU remain legal and enforceable, the remainder of this MOU shall remain operative and binding on the parties.
- i. Required Approvals. Each party shall be responsible for receiving all approvals from the appropriate bodies prior to executing this MOU.
- j. Miscellaneous. Each party shall be liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution form. The remedy for non-performance under this MOU shall be termination of this MOU.

K#22-435

IN WITNESS WHEREOF, the parties have executed this MOU on the ____ day of _____, 2022.

WILLIAMSON COUNTY, TENNESSE:

CITY OF SPRING HILL, TENNESSEE:

Rogers Anderson, Williamson County Mayor

Jim Hagaman, City of Spring Hill Mayor

APPROVED AS TO LEGALITY AND FORM:

APPROVED AS TO LEGALITY AND FORM:



Williamson County, Tennessee
County Attorney

City of Spring Hill
City Attorney

Williamson County\Agreements\Office of Public Safety\City of Spring Hill\2022\2022.10.07 MOU Spring Hill Outdoor Warning System K22-435.doc

RESOLUTION 22-247

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A STORMWATER
PROJECTS TASK ORDER CONTRACT FOR DESIGN SERVICES
WITH THOMAS & HUTTON**

WHEREAS, the City of Spring Hill has identified areas within the City limits that are in need of stormwater repairs that it cannot perform itself; and

WHEREAS, City staff requested Thomas & Hutton, as engineers of record under contract with the City, prepare a Task Order Contract with cost proposals for the four identified areas for design services, survey services, and environmental document preparation; and

WHEREAS, the cost proposals for all projects is a total of \$284,800.00, as detailed in Exhibit A attached hereto; and

| | |
|---|-------------|
| Augusta Place subdivision | \$88,180.00 |
| Buckner Place subdivision | \$66,330.00 |
| Cameron Farms subdivision | \$57,150.00 |
| Tweed Court in Crowne Point subdivision | \$73,140.00 |

WHEREAS, costs for construction, construction inspection services, utility relocations and any easements needed will be presented at a future date for the Board of Mayor and Aldermen to approve to expense; and

WHEREAS, the design costs will be expensed in the Stormwater Fund with Budget Amendment No. 1 with revenue recognized through the Interfund Capital Note between the Water/Sewer Fund and the Stormwater Fund.

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

1. Approve the Stormwater Projects Task Order Contract with Thomas & Hutton for design services for four identified projects in the amount of \$284,800.00, attached hereto.
2. Authorize the Mayor to execute the Contract, attached hereto.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 7th day of November, 2022.

Jim Hagaman, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 22-247*
SUBMITTED BY: Tyler Scroggins, Public Works Director
Missy Stahl, CIP Manager
DATE: October 17, 2022
RE: To authorize the Mayor to sign a Task Order Contract with Thomas & Hutton for design services for four stormwater projects
ATTACHMENTS: Task Order Contract

PURPOSE:

Thomas & Hutton has submitted a Task Order Contract for design services and associated services for the repairs of four identified areas within the City that require extensive stormwater repairs.

BACKGROUND:

The City of Spring Hill has identified four areas within the City limits that need extensive stormwater repairs that it cannot do in-house. Staff asked Thomas & Hutton to submit a cost proposal for the design services and associated services for the four identified areas. The total cost is \$284,800 and would include repairs to Augusta Place subdivision, Buckner Place subdivision, Cameron Farms subdivision and Tweed Court in Crowne Point subdivision. If additional services (such as environmental studies or geotech) are needed, an additional request for authorization would be presented to the BOMA for approval.

The Contract also includes estimated costs for construction and utility relocations. Costs for construction inspection services and any easements needed are not able to be calculated until design is finished. Authorization for these services will be presented to the BOMA in the future.

FINANCIAL IMPACT:

The costs will be expensed in the Stormwater Fund and will be added to the FY 23 budget with Budget Amendment No. 1. Offsetting revenue will also be added with Budget Amendment No. 1 utilizing the Interfund Capital Outlay Note from Water/Sewer Fund to the Stormwater Fund.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 22-247 to authorize the Mayor to sign a Task Order Contract with Thomas & Hutton for design services for four stormwater projects.

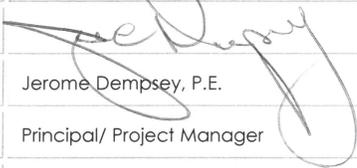
| | | | |
|---|---|---|---|
|  <p>502 HAZELWOOD DRIVE SMYRNA, TN 37167 615-220-5800 WWW.THOMASANDHUTTON.COM</p> | | <p align="center">Spring Hill, TN Stormwater Projects Task Order Contract</p> | |
| | | Task Order No: | 28298.0032, 28298.0033, 28298.0034, 28298.0036 |
| | | Date: | 11/3/2022 |
| <p>The Professional Service Agreement - Task Order Contract between the City of Spring Hill and Thomas & Hutton for General Professional Engineering Consultant Services for the Design of Stormwater Improvements at the following four (4) locations: Augusta Place Subdivision, Buckner Place Subdivision, Cameron Farms Subdivision, and Tweed Court in Crowne Pointe Subdivision. The Professional Services Agreement is hereby amended to include the following Task Order:</p> | | | |
| Task Description: | Design services for the above mentioned four (4) stormwater projects. | | |
| Contact: | Tyler Scroggins, Public Works Director | | |
| Scope of Services: | <p><u>Engineering Services for Development of Bid Documents for four (4) stormwater improvement projects. Where possible, the conveyance of the 100-year design storm shall be included. The ability to convey the 100-year design storm could be impacted by elevations and/or conflicts with existing utilities.</u></p> <p><u>The following are the proposed design concepts:</u></p> <ol style="list-style-type: none"> <u>Augusta Place Subdivision – Design of stormwater improvements from the "Pond" in Wyngate Estates to the storm sewer outlet in Augusta Place.</u> <u>Buckner Place Subdivision – Design of a curb and gutter along Biggers Drive with curb inlets. Design of drainage swales between houses (where feasible) to convey stormwater to the swale at the rear property lines. In addition, design a storm sewer collection/conveyance system to address ponding at 2829 Biggers Drive.</u> <u>Cameron Farms Subdivision – Design of a detention outlet structure with an emergency overflow to replace the sluice gate in the pond on Westchester Lane. Design storm sewer upgrades to improve the existing system from the rear yard of 2757 Douglas Lane to the outlet at Buckner Road.</u> <u>Tweed Court in Crowne Pointe Subdivision – Design modifications to the existing storm sewer system along Tweed Court and Pedigo Place to mitigate the amount of stormwater runoff being conveyed within the roadway.</u> <p><u>These concepts shall be considered fluid as the design approach may change due to site conflicts, existing downstream storm sewer capacity limitation, and cost feasibility.</u></p> <p>Design engineering services will be provided for the proposed projects. Services will include:</p> <ol style="list-style-type: none"> Engineering design of the stormwater improvements for each of the four project locations. Develop plans and specifications <p>As part of Thomas & Hutton's engineering design efforts, the following tasks and engineering services will be provided:</p> <ol style="list-style-type: none"> Topographic/Boundary Survey Civil Engineering Design Storm sewer sizing with hydraulic calculations Identification of required permanent and temporary easements Development of Bid Documents (Plans and Specifications) Development of Storm Water Pollution Prevention Plan (SWPPP); for project greater than 1-acre of disturbance Opinion of Probable Construction Cost will be based on similar projects of scope and size with similar components. Construction costs will be based on current market values and pricing. Due to recent price escalations in materials and labor, a contingency value will be included. <p>EXCLUSIONS: The following items are excluded from this task order. Pricing for these items will be provided as the projects progress towards these specific tasks.</p> <ol style="list-style-type: none"> Easement document preparation and coordination. Bidding assistance, review of bids, and award recommendation Construction Engineering and Inspection (CEI) Services Environmental studies as might be determined necessary for the SWPPP. | | |
| Deliverables: | <ol style="list-style-type: none"> Bidding Documents (Plans and Specifications) SWPPP Submittal, as required for each project General layout of required easements (does not include easement exhibits or descriptions) | | |

| | | |
|---------------------------------|---------------------------------|---|
| Design Service Fees: | Augusta Place Survey and Design | Lump Sum: \$81,480.00 |
| | Buckner Place Survey and Design | Lump Sum: \$59,630.00 |
| | Cameron Farms Survey and Design | Lump Sum: \$50,450.00 |
| | Tweed Court Survey and Design | Lump Sum: \$66,440.00 |
| | SWPPP Document Preparation | Lump Sum: \$6,700.00 Per Project Location (\$26,800.00) |
| | Additional Services | Time & Expense: See Consulting Services Rate Sheet |
| Total Task Order Amount: | | \$ 284,800.00 |

The following are project construction estimates based on preliminary layouts to address each project scope. Since the estimates are not based on design plans, they should be viewed strictly as an estimate, and pricing may vary depending on the actual design and the construction market at the time of bidding. For these reasons, a 15% contingency and a utility relocation cost were included.

| Location | Estimate of Construction Cost | 15% Const. Contingency | Utility Relocation Allocation | Total Estimate |
|---------------|-------------------------------|------------------------|-------------------------------|----------------|
| Augusta Place | \$720,050.00 | \$108,007.50 | \$50,000.00 | \$878,057.50 |
| Buckner Place | \$485,460.00 | \$72,819.00 | \$20,000.00 | \$578,279.00 |
| Douglas Lane | \$368,245.00 | \$55,236.75 | \$20,000.00 | \$443,481.75 |
| Tweed Place | \$578,590.00 | \$86,788.50 | \$20,000.00 | \$685,378.50 |

This Agreement hereby amends the above referenced Professional Services Agreement between Thomas & Hutton and the City of Spring Hill. This Agreement of Services may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day written below,

| | | | |
|---------|----------------------------|-----------|--|
| Client: | CITY OF SPRING HILL | Engineer: | THOMAS & HUTTON |
| Signed: | | Signed: |  |
| Name: | | Name: | Jerome Dempsey, P.E. |
| Title: | | Title: | Principal/ Project Manager |
| Date: | | Date: | 11/3/2022 |
| | | Signed: |  |
| | | Name: | Cory Hall, P.E. |
| | | Title: | Project Manager |
| | | Date: | 11/3/2022 |

CLIENT'S INITIALS
CONSULTANT'S INITIALS



2022 CONSULTING SERVICES RATE SHEET

Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2022 are as follows:

| Hourly Rate | Engineer | Survey | Landscape | GIS | Quality Control | Business/ Administrative |
|-------------|---|--|---|--------------------|-------------------------------|---|
| \$ 265.00 | Consultant | Consultant | Consultant | Consultant | Consultant | |
| \$ 240.00 | Senior Manager | Senior Manager Survey Party (3-Men) | Senior Manager | Senior Manager | Senior Manager | Senior Manager |
| \$ 215.00 | Project Manager V Project Engineer V | Survey Manager V Project Surveyor V | Landscape Architect V LA Project Manager V | GIS Manager V | | |
| \$ 200.00 | Project Manager IV Project Engineer IV | Survey Manager IV Project Surveyor IV | Landscape Architect IV LA Project Manager IV | GIS Manager IV | | Senior Application Developer IV, Software/Computer Consultant IV |
| \$ 185.00 | Project Manager III Project Engineer III | Survey Manager III Project Surveyor III | Landscape Architect III LA Project Manager III | GIS Manager III | | Senior Application Developer III, Software/Computer Consultant III |
| \$ 175.00 | Project Manager II Project Engineer II | Survey Manager II Project Surveyor II Survey Party (2-Men) | Landscape Architect II LA Project Manager II | GIS Manager II | Construction Administrator II | Senior Application Developer II, Software/Computer Consultant II |
| \$ 160.00 | Project Manager I Project Engineer I | Survey Manager I Staff Surveyor V Project Surveyor I | Landscape Architect I LA Project Manager I | GIS Manager I | Construction Administrator I | Grant Administrator, Senior Application Developer I, Software/Computer Consultant I |
| \$ 150.00 | Designer IV Engineering Technician IV | Survey Field Supervisor | Landscape Designer IV | GIS Analyst IV | Field Representative V | Application Developer IV |
| \$ 140.00 | Designer III Engineering Technician III | Staff Surveyor IV | Landscape Designer III | GIS Analyst III | Field Representative IV | Application Developer III |
| \$ 125.00 | Designer II Engineering Technician II | Staff Surveyor III Survey Party (1-Man) | Landscape Designer II | GIS Analyst II | | Permit Coordinator III Application Developer II |
| \$ 115.00 | Designer I Engineering Technician I | Staff Surveyor II | Landscape Designer I | GIS Analyst I | Field Representative III | Application Developer I, Permit Coordinator II, Admin IV |
| \$ 105.00 | CADD Technician III | Staff Surveyor I Survey Technician III | Landscape Technician III | GIS Technician III | Field Representative II | Permit Coordinator I |
| \$ 95.00 | CADD Technician II | Survey Technician II | Landscape Technician II | GIS Technician II | | |
| \$ 90.00 | CADD Technician I | Survey Technician I | Landscape Technician I | GIS Technician I | Field Representative I | Admin III |
| \$ 85.00 | | | | | | Admin II |
| \$ 80.00 | | | | | | Admin I |
| \$ 420.00 | Expert Witness | | | | | |

3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1.5 times the individual's charge rate.
4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at the 2022 IRS Standard Mileage Rate and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
5. All rates and charges are effective through January 1, 2023, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.

WWW.THOMASANDHUTTON.COM

Revised January 3, 2022

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

[BOMA AGENDA NOTES 11-07-2022.docx \(LINK\)](#)