

## **RESOLUTION 25-11**

### **A RESOLUTION TO AUTHORIZE THE REPAIRS, INSTALLATION AND PAYMENT OF HARVEST POINT LIFT STATION**

**WHEREAS**, the City of Spring Hill Collections Division maintains all sewer lift stations; and

**WHEREAS**, the Harvest Point Lift Station was hit by a car on August 27<sup>th</sup>, 2024, causing significant damage; and

**WHEREAS**, staff requested authorization for emergency repairs with estimates of the station from the original manufacturer totaling \$43,560.00 plus additional costs for the gate and fencing totaling \$1,690.00 plus additional costs for the backflow repair estimated at \$3500.00 with the insurance company providing an initial check in the amount of \$43,560.00 on 10/25/2024; and

**WHEREAS**, the total initial estimated cost of \$60,000.00 was budgeted in budget amendment no. 1, FY 2024-2025 budget for repairs; and

**WHEREAS**, funding for the repairs, installation and payment of the Harvest Point Lift Station will be expensed in the 2024-2025 budget year from 410-52220-52691

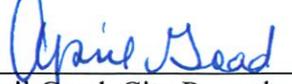
**NOW, THEREFORE, BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen

1. Authorize the repairs and installation of the Harvest Point Lift Station
2. Approve payment to Southern Sales Company at a total cost not to exceed of \$52,272.00 (cost plus 20% for potential additional damage).
3. Approve payment to Maury Fence at a cost not to exceed of \$2,028.00 (cost plus 20% for potential additional damage)
4. Approve the purchase of backflow and supplies needed at a cost not to exceed \$3,500.00.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 6<sup>th</sup> day of January 2025.**

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

ATTEST:

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

LEGAL FORM APPROVED:

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

**REQUEST:**        *Approval of Resolution 25-11*  
**SUBMITTED BY:**   Jessica Weaver, Utility Director  
**DATE:**            January 6<sup>th</sup>, 2025  
**RE:**                To approve the repairs, installation, and payment of Harvest Point Lift Station from Car Accident.

**ATTACHMENTS:** Photos of damages and estimates.

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**PURPOSE:**

To approve Resolution 25-11 to approve repairs, installation and payment of the Harvest Point Lift Station for sewer collections division.

**BACKGROUND:**

The City of Spring Hill Harvest Point Lift station was hit by a car 08/27/2024. According to the reports, the driver had a medical emergency, accelerated down the road, went airborne into the side of our fence taking out the front of the lift station building, the vent pipe, and the backflow device. Due to the urgent nature of this repair, staff contacted the original manufacturer for repair estimates. Staff has worked to obtain estimates and filed an insurance claim. The manufacturer

**FINANCIAL IMPACT:**

This will be funded from FY 2024-2025 budget amendment no. 1 funds at a not to exceed cost of \$60,000.00. The total estimated cost of the building, concrete, and contents repairs totals to \$43,560.00; the total estimate for the fence repairs is \$1,690.00; the estimated cost for the backflow replacement plus lines is \$3,500.00. Southern Sales is the authorized representative for the lift station building, concrete, and contents. Maury Fence provided the lowest estimate for the fence repairs and the Backflow that was destroyed will be replaced by staff. The insurance check was received in the amount of \$43,560.00 on 10/25/2024.

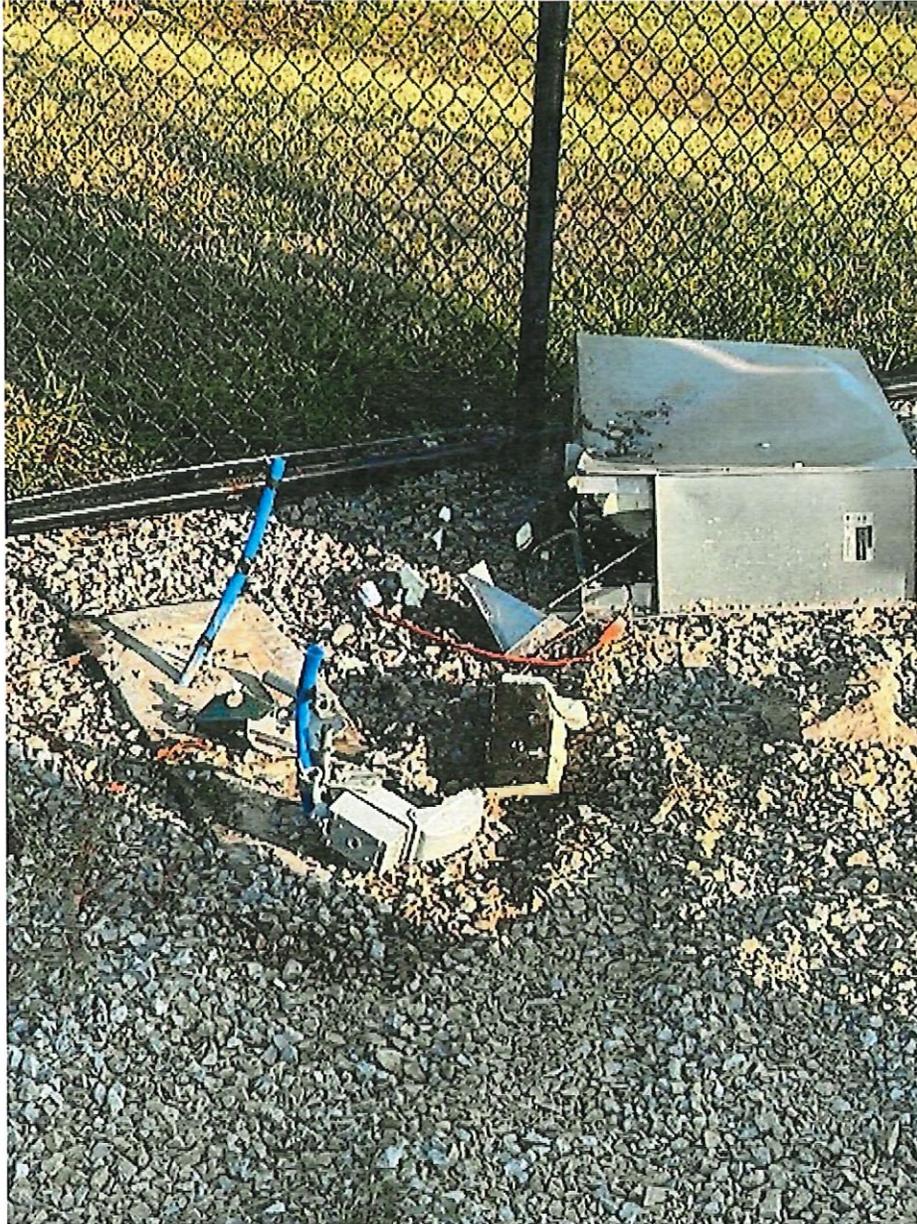
**STAFF RECOMMENDATION:**

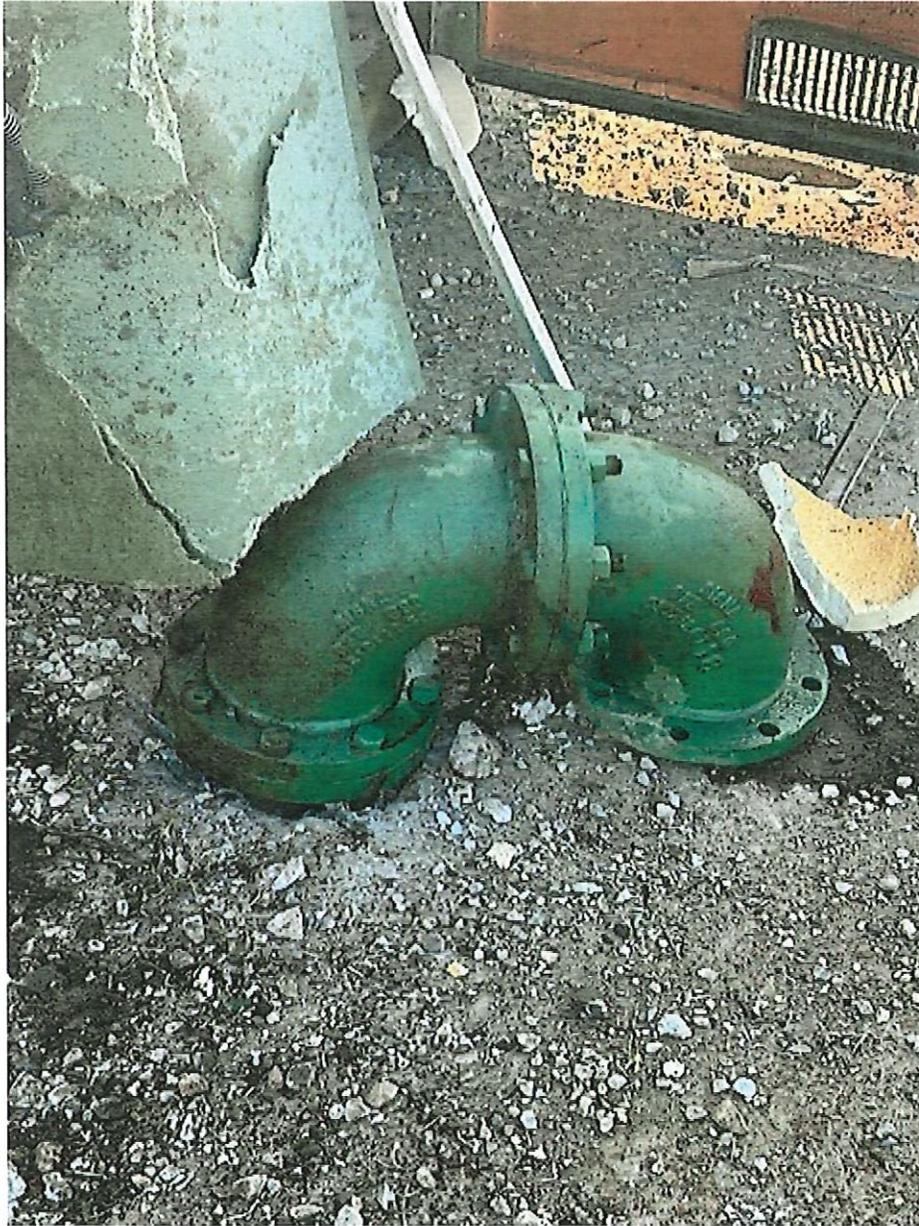
Staff recommends approval of Resolution 25-11 to approve repairs, installation and payment of the repairs to Harvest Point lift station at a total cost not to exceed \$60,000.00 from the budgeted funds line item 410-52220-52691.















**Maury Fence Company of Tennessee, Inc.**  
**2621 Leah Circle**  
**Columbia, Tennessee 38401**

Office: 931-381-2980  
 615-373-3471  
 Fax: 931-381-2986

# ESTIMATE

<b>Estimate Date</b>
September 16, 2024
<b>Estimate Number</b>
30492

Submitted to:  
 CITY OF SPRING HILL SEWER COLLECTIONS  
 3893 MALON MOORE RD  
 SPRING HILL, TN 37174

**ESTIMATED BY / SITE OF INSTALLATION**  
 BLAKE LOVELL/WILLIE HURD  
 HARVEST POINT SUBSTATION  
 MICHAEL STEPHENS 931-384-0642

Phone: 931-384-0642  
 Fax:

Rock Clause:

**TERMS: INVOICE IS DUE AND PAYABLE UPON RECEIPT.**  
 Service charge of 1.5% (minimum .50¢) will be charged on any account 30 days after invoice date.

Quantity	Description
	HARVEST POINT SUBSTATION CONTACT: MICHAEL STEPHENS
27.00	FT OF 6' + 3 BLACK 8 ga. CHAINLINK FENCE REPAIR
2.00	2 1/2" X 8' LINE POST TO REPLACE
27.00	FT OF BLACK 3 STAND BARBWIRE TO REPLACE
20.00	FT OF 6' BLACK 8 ga KT WIRE TO REPLACE
27.00	FT OF BLACK TIGHT WIRE TO REPLACE
2.00	3" BLACK BRACE BANDS TO REPLACE FOR TIGHT WIRE LABOR INCLUDED

**THIS ESTIMATE MAY BE WITHDRAWN BY US IF NOT  
ACCEPTED WITHIN 30 DAYS.**

Subtotal 1,690.00  
 Sales Tax  
**Total 1,690.00**

An estimate gives you a reasonable price range for the type of fence and footage amount you are requesting. The final measure after installation could result in the cost being a little more or less than estimated. Any alterations or deviations you request after this estimate in type of materials, amount of footage, change in locations or size of components, could result in a change of cost. All agreements contingent upon weather, suppliers, or any delay beyond the control of Maury Fence Company. We call to locate PUBLIC utility lines before we dig. Location of private utility lines are responsibility of the property owner. Maury Fence is NOT responsible or liable for damages resulting from unlocated or unidentified underground lines of any kind to include water, irrigation, gas, sewer, electric, pool, phone or cable.

Owner agrees to furnish and point out to the Company the property lines upon which the fence is to be located, and further agrees to hold Maury Fence Company harmless from any loss, which might suffer as a result of the fence being placed on the property line erroneously established by Owner. Owner agrees to pay for the work done in the total sum of \$ 1,690.00 in cash net upon completion of the work. This is a valid and binding contract and is not subject to cancellation by the Owner without the written consent of the Company; and if Company consents to cancellation it is hereby agreed that the Owner will pay first to the Company the amount of expenses and labor already incurred and such damages as the nature of the case may require. If it becomes necessary to employ an attorney to enforce any provisions of this contract, Owner agrees to pay a reasonable attorney fee. This contract is not binding upon Maury Fence Company until accepted by it in writing, and Owner agrees that when it is so accepted it becomes a valid and binding contract. Owner agrees to be responsible for any and all attorney's fee or court costs pursuant to this contract. This contract contains the entire agreement between the parties. Both parties certify that they have read and understand it and that there are no verbal agreements other than those which have been reduced to writing and included in this contract. The title to the said property is to remain in the Maury Fence Company until paid for.



2937 Kraft Drive  
Nashville, TN 37204  
Office: (615) 254-0066  
Fax #: (615) 254-0791  
[www.southernsalesinc.com](http://www.southernsalesinc.com)  
[www.tencarva.com](http://www.tencarva.com)



## Quotation

To: Mr. Michael Stephens  
City of Spring Hill  
PO Box 789  
Spring Hill, TN 37174

Date: 09/03/24

Project: SN 20-8653-AMT  
Owner: City of Spring Hill  
Engineer:  
Quote No: 090324TC

Under the terms and conditions herein stated, we are pleased to quote the following:

### SN 20-8653-AMT Rehab

- One (1) 48217-065 Enclosure Assembly
- One (1) 48313-842 Alarm Light
- One (1) 48312-952 Junction Box
- One (1) Item of Bypass Pumping
- One (1) Item of Labor & Material to Install above

Total Price ..... **\$42,445.00**

#### General Notes:

1. Items NOT included: sales tax, odor control, SCADA RTU, backflow preventor and / or hot box, main disconnect, concrete slab w/ hatch, and installation.
2. All equipment ship FOB point of manufacture with freight allowed.
3. Payment terms are 100% net 30 days from invoice.
4. Any items of equipment or services not specifically outlined in the above to be supplied by others.
5. Please direct all inquires regarding this proposal to Travis Callis at the phone numbers shown below.

We appreciate the opportunity to quote you on this project.

Sincerely yours,

**SOUTHERN SALES COMPANY**  
*A division of Tencarva Machinery Company*

Travis Callis  
[travisc@southernsalesinc.com](mailto:travisc@southernsalesinc.com) (615) 207-7178 Cell Phone

**SOUTHERN SALES COMPANY***A division of Tencarva Machinery Company***TERMS AND CONDITIONS**

Date: September 3, 2024

1. **ACCEPTANCE.** This contingent proposal is submitted by Southern Sales Company as Seller, to Buyer subject to the terms and conditions hereinbefore and hereinafter set forth, and is contingent on Seller's final approval of additional factors such as Buyer's credit. This proposal may only be accepted on the exact terms set forth herein, and no additional terms or modifications shall be accepted. This proposal shall become an agreement binding on Buyer and Seller when signed by Buyer and then later approved in writing by Seller, and shall become the entire and sole agreement of the parties pertaining to the subject matter of the agreement, mutually withdrawing, canceling, or otherwise waiving, terminating, and excluding any and all oral, written, express, or implied representations, guarantees, warranties, agreements, or understandings not set forth in full herein, or in the general provisions or specifications made a part of this agreement. All of Seller's obligations are subject to Buyer's continued credit acceptability by Seller through the time of shipment. Each individual signing this document warrants that he or she has proper authority to do so.
2. **PRICES.** Prices quoted in this proposal are firm for a period of **1 month** from the date hereof, provided (a) Seller has not revoked the price or proposal, (b) a Buyer's signature below constituting an acceptable order is received by Seller within **30** days from date of proposal, (c) anytime after **30** days of Seller's approval, Buyer agrees to accept delivery of any or all of the equipment on a "when-ready" basis, and (d) Buyer agrees to make payment for all equipment listed herein on terms and conditions set forth herein for all partial and/or complete shipments. Otherwise, prices may be revised to reflect Seller's selling prices in effect on the date of shipment. If shipment is, for any reason, deferred beyond **12** months from the date of Buyer's acceptance, the prices set forth herein are subject to change to conform to Seller's prices prevailing on the date of shipment but not to exceed an escalation of **2%** per month from the expiration of the aforesaid period to the date of shipment.
3. **ITEMS INCLUDED.** This proposal includes only those items specified herein and does not include installation, field erection, accessory or related materials such as controls, piping, printed matter, etc., nor any other item not specifically listed herein.
4. **SUPERVISION AND SERVICE.** If Buyer desires field service for checking the installation and/or instruction in operation of the equipment in excess of that set forth in this proposal, Buyer agrees to pay a **per diem rate of \$1,000.00** including travel time.
5. **DELIVERY.** Buyer shall pay delivery costs "**FOB POINT OF SHIPMENT.**" All claims for damage, delay and/or shortage arising from such shipment shall be made by Buyer directly solely against the Carrier. Buyer agrees that shipment schedules and/or delivery dates set forth in this proposal represent nothing more than Seller's best estimate of time required to ship after receipt of acceptable order and final approval data. No liability, direct or indirect, is assumed by Seller for failure to ship as scheduled. Buyer grants Seller the right to make partial shipments and Buyer agrees to pay promptly according to the terms of this agreement for all material or equipment shipped. Buyer shall notify Seller of any nonconformity within **15** days after receipt of the equipment or within **15** days after the nonconformity could have been reasonably discovered, whichever date is earlier.
6. **CANCELLATION, SUSPENSION OR DELAY.** Orders resulting from this proposal may be canceled, suspended or delayed at any time prior to shipment - but only upon Buyer's prior payment to Seller of Seller's reasonable charges for cancellation, suspension or delay, which charges shall include expenses already incurred, costs incurred by Seller to cancel, suspend or delay, and Seller's anticipated profit.
7. **BACKCHARGES.** Buyer agrees that Seller will not owe backcharges for labor, materials or other costs incurred by Buyer or others in adjustment, modification, service or repair of material or equipment furnished unless such backcharges previously have been authorized in writing by Seller.
8. **TAXES.** All applicable taxes or other Government charges upon the production, sale, shipment, installation and/or use of equipment covered by this proposal shall be added to the total price specified in this proposal and shall be paid by Buyer.
9. **TERMS OF PAYMENT.** Credit is subject to acceptance by Seller and subject to Buyer's continued credit acceptability by Seller through the time of shipment. Buyer agrees to pay on terms of "**NET 30 DAYS FROM DATE OF SHIPMENT**" of each item. Buyer also agrees to pay interest on past due accounts at the rate of one and one-half percent per month (both pre-judgment and post judgment), plus all costs of collection, including reasonable attorney fees.
10. **WARRANTY.** In cases where Seller is the manufacturer of new equipment, such equipment is warranted by Seller to be free from defects in material and workmanship under normal use and service for a period of one year from date of shipment. In the event of such a defect in material or workmanship within one year of shipment, Seller may (at Seller's option) repair or replace any part(s) provided that such parts are, upon request, returned to the point specified by Seller, transportation prepaid by Buyer. This warranty does not cover parts damaged by decomposition from chemical action or damaged by wear caused by abrasive materials; nor does it cover damage resulting from misuse, accident, or neglect, or from improper operation, maintenance, installation, modification, or adjustment. Nor does this warranty cover parts repaired by entities other than Seller without written approval from Seller.

In cases where Seller is not the manufacturer or where the equipment is not new, Buyer agrees that Seller is not liable for any warranty whatsoever, and Buyer's sole recourse for defects in material or workmanship shall be under the terms of the manufacturer's written warranty, if any.

No warranties have been made by Seller in reference to this equipment unless expressly included in this written agreement.

THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR OF FITNESS FOR A PARTICULAR PURPOSE.

11. **TITLE.** Title to this equipment passes to buyer at the time of shipment, but pursuant to the Uniform Commercial Code, Buyer agrees (should Seller request it) to promptly execute security agreements and financing statements granting to Seller a security interest in the contract amount of this agreement in either (1) all of the equipment covered by this agreement, or (2) Buyer's entire inventory, equipment, accounts receivable and their proceeds, plus after-acquired additions and substitutions.

12. **COMPLIANCE WITH LAWS.** Buyer shall be solely responsible for securing any necessary permits under (and for compliance with) all safety, health and sanitation laws, ordinances and regulations in connection with the installation and operation of the equipment. Buyer agrees to provide Seller, upon request, evidence of the securing of any permits and of compliance with any such laws, ordinances and regulations, although Seller may rely exclusively on Buyer's representations, hereby made, that it shall secure such permits and comply with such laws, ordinances and regulations.

13. **INDEMNIFICATION.** It is understood that Seller has relied upon data furnished by and on behalf of Buyer with respect to the safety aspects of the installation and use of the equipment and that it is Buyer's responsibility to assure that the equipment will, when installed and put to use, be in compliance with safety requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. Buyer hereby agrees to defend, indemnify and hold harmless Seller, its agents and employees, against any and all losses, costs, damages, claims, liabilities or expenses, including but not limited to, reasonable attorney's fees arising out of or resulting from any injury or damage to any person or property caused by inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of same, except claims for repair or replacement of defective parts as provided herein.

14. **DISCLAIMER OF CONSEQUENTIAL DAMAGES, LIQUIDATED DAMAGES OR PENALTIES.** BUYER AGREES THAT SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES. CONSEQUENTIAL DAMAGES FOR THE PURPOSES OF THIS AGREEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE, INCOME OR PROFIT, OR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING, BUT WITHOUT LIMITATION, PRODUCTS MANUFACTURED, PROCESSED OR TRANSPORTED BY THE USE OF THE EQUIPMENT) OCCASIONED BY OR ARISING OUT OF THE OPERATION, USE, INSTALLATION, REPAIR OR REPLACEMENT OF THE EQUIPMENT. SELLER SHALL NOT BE LIABLE FOR ANY PENALTY OR LIQUIDATED DAMAGES BASED UPON OR RELATING TO FAILURE OR INABILITY TO SHIP WITHIN A SPECIFIED TIME.

15. **COMPLETE AGREEMENT.** The complete agreement between SOUTHERN SALES COMPANY and the Purchaser is contained herein and is not subject to modifications except in a writing signed by an authorized officer of each party.

PURCHASER'S NAME: CITY OF SPRING HILL

SIGNATURE OF AUTHORIZED REPRESENTATIVE [Signature] TITLE Mayor DATE 01-06-2025

PURCHASER'S TAXPAYER IDENTIFICATION NUMBER: 62-0692693

PURCHASER IS A: CORPORATION  PARTNERSHIP  PROPRIETORSHIP  GOVERNMENT

ACCEPTED BY SOUTHERN SALES COMPANY \_\_\_\_\_ ON (DATE): \_\_\_\_\_

SIGNATURE OF SOUTHERN SALES COMPANY REPRESENTATIVE: \_\_\_\_\_