# CITY OF SPRING HILL
# BOARD OF MAYOR AND ALDERMEN
# REGULAR MEETING PACKET
# TUESDAY, JANUARY 19, 2016
# 7:00 P.M.

Board of Mayor and Aldermen:
Rick Graham, Mayor
Bruce Hull, Jr., Vice-Mayor
Jonathan Duda
Matt Fitterer
Keith Hudson
Chad Whittenburg
Kayce Williams
Amy Wurth
Susan Zemek

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

*Phone 931.486.2252*
*Fax 931.486.0516*
*www.springhilltn.org*

**CITY OF SPRING HILL**
**BOARD OF MAYOR AND ALDERMEN**
**PUBLIC HEARING AGENDA**
**TUESDAY, JANUARY 19, 2016**
**7:00 P.M.**

Call Public Hearing to order

Stipulation of Aldermen present

*General Announcement – The procedural rules for public comment will be as follows: Items will be taken in order of the agenda. Audience members wishing to speak must be recognized by the Mayor and will have five minutes to address the Board of Mayor and Aldermen. No rebuttal remarks are permitted.*

1. Consider Resolution 16-01, to approve the purchase of a bucket truck. *(recommended by the Budget and Finance Advisory Committee on January 4, 2016)* Jeff Foster, Public Works Director

2. Consider Resolution 16-02, to authorize the purchase a new administrative fire vehicle and installation of ancillary equipment. *(recommended by the Budget and Finance Advisory Committee on January 4, 2016)* Terry Hood, Fire Chief

3. Consider Resolution 16-03, to appoint two members to the Parks and Recreation Commission. Kevin Fischer, Parks and Recreation Director.

4. Consider Resolution 16-04, to appoint a member to the Library Board of Directors. Gail Adkins, Interim Library Director.

5. Consider Resolution 16-05 A, to authorize supplemental holiday hours for uniformed fire department shift personnel. Jonathan Duda, Alderman

6. Consider Resolution 16-05 B, to authorize supplemental vacation hours for uniformed fire department shift personnel. Jonathan Duda, Alderman

7. Consider Resolution 16-06, to approve form for Offer of Irrevocable Dedication for the Final Plat of Revision One Magli/Campbell Spring Hill, Section Two as presented by TN Spring Hill Wilkes, LLC. Tom Wolf, City Engineer

8. Consider Resolution 16-07, to authorize participation in the TDEC Clean Tennessee Energy Matching Grant Program. Jeremy Polk, Stormwater Coordinator

9. Consider Second and Final Reading of Ordinance 15-27, to approve rezone of property known as Stonecreek from R-2 PUD to R-6, Traditional Neighborhood Development. *(recommended by the Planning Commission on October12, 2015; amended on first reading; deferred on November 16, 2015; removed from agenda on December 21, 2015)* Dara Sanders, City Planner

10. Consider Second and Final Reading of Ordinance 15-34, to amend Title 15, Section 608 of the Spring Hill Municipal Code, as it pertains to parking of commercial and recreational vehicles on public streets in residential zones. Alderman Matt Fitterer.

11. Consider Resolution 16-08, to approve the Dakota Point Memorandum of Understanding. Dan Allen, Infrastructure Director; Jeff Foster, Public Works Director.

12. Consider Resolution 16-11, to adopt an Access Management Policy for U.S. 31 from Campbell Station Parkway to Buckner Road. Dan Allen, Infrastructure Director

13. Consider Resolution 16-10, to terminate agreement with Retail Strategies. Matt Fitterer, Alderman

14. Consider Resolution 16-404, to approve land acquisition purchase of Tract 31 of the Duplex Road Widening Project. *(deferred on January 4, 2016)* Dan Allen, Infrastructure Director.

15. Consider Resolution 16-405, to approve land acquisition purchase of Tract 156 of the Duplex Road Widening Project. Dan Allen, Infrastructure Director.

16. Consider Resolution 16-406, to approve land acquisition purchase of Tract 165 of the Duplex Road Widening Project. Dan Allen, Infrastructure Director.

17. Consider Resolution 16-407, to approve land acquisition purchase of Tract 208 of the Duplex Road Widening Project. Dan Allen, Infrastructure Director.

Concerned Citizens

Adjourn

# CITY OF SPRING HILL
# BOARD OF MAYOR AND ALDERMEN
# REGULAR MEETING
# TUESDAY, JANUARY 19, 2016
# 7:00 P.M.

Call the meeting to order

Stipulation of Aldermen present

Pledge of Allegiance

Invocation

Approval of the Agenda

Concerned Citizens

Comments by the Mayor

Report from Retail Strategies

## SPECIAL PRESENTATION

1. Consider Resolution 16-09, a resolution to recognize the Independence Eagles High School Football Team.

## CONSENT AGENDA

1. Board approval:
    a. Financial Reports of December 2015
    b. Public Hearing and Regular Meeting Minutes of December 21, 2015
    c. Public Hearing and Special Call Meeting Minutes of December 7, 2015

2. Departmental Reports for December 2015:
    a. Legislative Department (V. Lay) (none)
    b. Fire Department (Hood) (none)
    c. Police Department (Brite)
    d. Emergency Communications (B. Smith) (none)
    e. Library (Adkins)
    f. Building/Planning, Codes Enforcement (Brooks)
    g. Utility Billing (Younger)
    h. Parks & Rec (Fischer) (none)
    i. Court Report (J. Mitchell/B. Morgan)
    j. Public Works (Streets, Water Distribution, and Sewer Collection System and Storm Water/MS4) (Foster/Norman) (none)
    k. Water Treatment (Giles)
    l. Waste Water Treatment (Massey) (none)
    m. GIS/IT (Pewitt) (none)
    n. Human Resources (Taylor) (none)
    o. Safety Committee (M. Bryan) (none)

3. Committee/Commission Minutes to be accepted in monthly records:
    a. Planning Commission minutes of December 14, 2015 (Sanders)
    b. Board of Zoning Appeals minutes December, 2015 (Sanders) (no meetings)

c. Historic Commission minutes of November 5, 2015 and December 3, 2015 (approved) (Hull, Duda)
d. Budget and Finance Advisory Committee minutes of November 2, 2015 (approved) and December 14, 2014 (unapproved) (Whittenburg, Wurth, Hull)
e. EDC Minutes of May–December 2015 (Hull, Schoenbrodt) (unavailable)
f. Parks and Recreation Committee minutes December 16, 2015 (Williams/Fischer)
g. Storm Water Advisory Committee (Polk/Zemek) (no meetings)
h. Library Board of Trustees Minutes, September, 2015 (T. Jones)
i. Transportation Advisory Committee Minutes December 21, 2015 (unapproved) (Fitterer, Whittenburg, Williams)

4. Consider Resolution 16-01, to approve the purchase of a bucket truck. *(recommended by the Budget and Finance Advisory Committee on January 4, 2016)* Jeff Foster, Public Works Director

5. Consider Resolution 16-06, to approve form for Offer of Irrevocable Dedication for the Final Plat of Revision One Magli/Campbell Spring Hill, Section Two as presented by TN Spring Hill Wilkes, LLC. Tom Wolf, City Engineer

6. Consider Resolution 16-07, to authorize participation in the TDEC Clean Tennessee Energy Matching Grant Program. Jeremy Polk, Stormwater Coordinator

## PREVIOUS BUSINESS

1. Consider Second and Final Reading of Ordinance 15-27, to approve rezone of property known as Stonecreek from R-2 PUD to R-6, Traditional Neighborhood Development. *(recommended by the Planning Commission on October12, 2015*; *amended on first reading; deferred on November 16, 2015; removed from agenda on December 21, 2015)* Dara Sanders, City Planner

2. Consider Second and Final Reading of Ordinance 15-34, to amend Title 15, Section 608 of the Spring Hill Municipal Code, as it pertains to parking of commercial and recreational vehicles on public streets in residential zones. Alderman Matt Fitterer.

## NEW BUSINESS

1. Consider Resolution 16-02, to authorize the purchase a new administrative fire vehicle and installation of ancillary equipment. *(recommended, contingent on receipt of supplemental information, by the Budget and Finance Advisory Committee on January 4, 2016)* Terry Hood, Fire Chief

2. Consider Resolution 16-03, to appoint two members to the Parks and Recreation Commission. Kevin Fischer, Parks and Recreation Director.

3. Consider Resolution 16-04, to appoint a member to the Library Board of Directors. Gail Adkins, Interim Library Director.

4. Consider Resolution 16-05 A, to authorize supplemental holiday hours for uniformed fire department shift personnel. Jonathan Duda, Alderman

5. Consider Resolution 16-05 B, to authorize supplemental vacation hours for uniformed fire department shift personnel. Jonathan Duda, Alderman

6. Consider Resolution 16-08, to approve the Dakota Point Memorandum of Understanding. Dan Allen, Infrastructure Director; Jeff Foster, Public Works Director.

7. Consider Resolution 16-10, to terminate agreement with Retail Strategies. Matt Fitterer, Alderman

8. Consider Resolution 16-11, to adopt an Access Management Policy for U.S. 31 from Campbell Station Parkway to Buckner Road. Dan Allen, Infrastructure Director (Staff Recommends Deferral)

9. Consider First Reading of Ordinance 16-02, to approve rezoning of 5242 Main Street from B-2, Neighborhood Shopping to B-4, Central Business. *(recommended by the Planning Commission on January 11, 2016)* Dara Sanders, City Planner

10. Consider Resolution 16-404, to approve land acquisition purchase of Tract 31 of the Duplex Road Widening Project. *(deferred on January 4, 2016)* Dan Allen, Infrastructure Director. (Staff Recommends Deferral)

11. Consider Resolution 16-405, to approve land acquisition purchase of Tract 156 of the Duplex Road Widening Project. Dan Allen, Infrastructure Director.

12. Consider Resolution 16-406, to approve land acquisition purchase of Tract 165 of the Duplex Road Widening Project. Dan Allen, Infrastructure Director.

13. Consider Resolution 16-407, to approve land acquisition purchase of Tract 208 of the Duplex Road Widening Project. Dan Allen, Infrastructure Director.

Concerned Citizens

Adjourn

# SPECIAL PRESENTATION

# RESOLUTION 16-09

## A RESOLUTION TO RECOGNIZE THE INDEPENDENCE EAGLES HIGH SCHOOL FOOTBALL TEAM

***WHEREAS**, the Independence High School Football Team finished the season with a perfect 15-0 record and won the 2015 State 5A Championship; and*

***WHEREAS,** the 2015 Independence High School Football Team exemplified excellence in character, athleticism, and integrity on the football field, guided under the leadership of Head Coach Scott Blade and his staff by finishing the season undefeated; and*

***WHEREAS**, the 2015 Independence High School Football Team dominated their division by outscoring their opponents 641-171 with 7006 total yards and an average of 467 yds. per game. The defense achieved 44 sacks, 94 hurries on the quarterback and 126 tackles for loss of yards; and*

***WHEREAS**, the 2015 Independence High School Eagles Football team completed the season #1 overall in the State of Tennessee, # 1 in the Nation among Middle Sized Schools and # 31 in the Nation overall; and*

***WHEREAS**, The City of Spring Hill Board of Mayor and Aldermen wishes to recognize the Independence High School Football Team for their hard work and dedication to their sport and recognize their perseverance to achieve being the only undefeated football team out of 351 football programs within the State of Tennessee with fifteen wins and zero losses; and*

***WHEREAS**, the City of Spring Hill commends and congratulates the players, coaches, cheerleaders and support staff of the Independence High School Eagles Football Team.*

***NOW, THEREFORE BE IT RESOLVED**, The City of Spring Hill hereby recognizes and appreciates the Class 5A State Champions; Independence High School Eagles Football Team for their commitment, dedication and contribution to our community.*

*Adopted this 19th day of January, 2016.*

_____

*Rick Graham, Mayor*

*ATTEST:*

_____

*April Goad, City Recorder*

*LEGAL FORM APPROVED:*

_____

*Patrick Carter, City Attorney*

# CONSENT AGENDA

Spring Hill, TN

# Fund Balance Report

As Of 12/31/2015

| Fund | Beginning Balance | Total Revenues | Total Expenses | Ending Balance |
|---|---|---|---|---|
| 110 - GENERAL FUND | 5,702,802.32 | 8,581,440.90 | 7,536,667.18 | 6,747,576.04 |
| 125 - ADEQUATE FACILITIES/DEVELOPMENT TAX | 1,863,607.48 | 891,873.24 | 1,044,567.18 | 1,710,913.54 |
| 410 - UTILITY FUNDS | 32,526,542.27 | 5,172,106.06 | 5,510,133.33 | 32,188,515.00 |
| **Report Total:** | **40,092,952.07** | **14,645,420.20** | **14,091,367.69** | **40,647,004.58** |

**CITY OF SPRING HILL**
**BOARD OF MAYOR AND ALDERMEN**
**PUBLIC HEARING MINUTES**
**MONDAY, DECEMBER 7, 2015**
**6:00 P.M.**

Vice Mayor Bruce Hull called the Public Hearing to order at 6:00 p.m.

Aldermen present: Chad Whittenburg, Matt Fitterer, Keith Hudson, Bruce Hull, Kayce Williams, Jonathan Duda. Absent were: Mayor Rick Graham, Alderman Susan Zemek, Alderman Amy Wurth. Also present were Victor Lay, City Administrator; Patrick Carter, City Attorney; Jim Smith, Finance Director; April Goad, City Recorder.

**Item #1** Consider Resolution 15-321, to approve relocation expenses for Tract 31-A of the Duplex Road Widening Project. Dan Allen, Infrastructure Director

**Item #2** Consider Resolution 15-322, to approve relocation expenses for Tract 31-B of the Duplex Road Widening Project. Dan Allen, Infrastructure Director

**Item #3** Consider Second and Final Reading of Ordinance 15-35, to amend the Preliminary Development Plan of Derryberry Estates, Maury County Tax Map 043, Parcel 011.08, containing 60.28 acres, Zoned R-2 PUD. *(Deferred by the Planning Commission on November 9, 2015)* Dara Sanders, City Planner

Concerned Citizens: None.

Adjourn motion was made by Alderman Fitterer and seconded by Alderman Duda.
Meeting adjourned at 6:00 p.m.

_____ _____

April Goad, City Recorder Rick Graham, Mayor

**CITY OF SPRING HILL**
**BOARD OF MAYOR AND ALDERMEN**
**SPECIAL CALL MEETING MINUTES**
**MONDAY, DECEMBER 7, 2015**
**6:02 P.M.**

Vice Mayor Bruce Hull called the meeting to order at 6:02 p.m.

Aldermen present: Chad Whittenburg, Matt Fitterer, Keith Hudson, Bruce Hull, Kayce Williams, Jonathan Duda. Absent were: Mayor Rick Graham, Alderman Susan Zemek, Alderman Amy Wurth. Also present were: Victor Lay, City Administrator; Patrick Carter, City Attorney; Jim Smith, Finance Director; April Goad, City Recorder.

Concerned Citizens: None.

**Item #1** Consider Resolution 15-321, to approve relocation expenses for Tract 31-A of the Duplex Road Widening Project. Dan Allen, Infrastructure Director

Motion to approve by Alderman Fitterer. Motion seconded by Vice Mayor Hull. Discussion: Mr. Duda asked for clarification on what is being approved. Adam Hill discussed the relocation assistance because of low income property owners. This allows negotiators to make offers to the tenants and property owners.

Roll call to approve Resolution 15-321: Chad Whittenburg, aye; Matt Fitterer, aye; Keith Hudson, aye; Bruce Hull, aye; Kayce Williams, aye; Jonathan Duda, aye.
Motion carried 6/0.

**Item #2** Consider Resolution 15-322, to approve relocation expenses for Tract 31-B of the Duplex Road Widening Project. Dan Allen, Infrastructure Director

Motion to approve by Alderman Fitterer, Seconded by Alderman Whittenburg. Discussion: None.

Roll call to approve Resolution 15-322: Chad Whittenburg, aye; Matt Fitterer, aye; Keith Hudson, aye; Bruce Hull, aye; Kayce Williams, aye; Jonathan Duda, aye.
Motion carried 6/0.

**Item #3** Consider Second and Final Reading of Ordinance 15-35, to amend the Preliminary Development Plan of Derryberry Estates, Maury County Tax Map 043, Parcel 011.08, containing 60.28 acres, Zoned R-2 PUD. *(Deferred by the Planning Commission on November 9, 2015)* Dara Sanders, City Planner

Motion to approve by Alderman Fitterer, Motion seconded by Alderman Duda: Discussion: Mr. Duda stated that if you look at page 31 in the packet you can see the map and he explained the reason for having this on the special call meeting agenda. He discussed the walking trail proposed in Phase One. He feels we should know what will be going in for future phases. He discussed amending the master development plan. We need to know what to expect in the additional phases. Currently there is no walking trail or sidewalk. He moved to require pedestrian facility along the East side of Port Royal Rd. North of the main entrance drive continuing up to Long Hunters Drive where there are sidewalks. The motion was seconded by Alderman Fitterer. Discussion: None.

Roll call to amend Second and Final Reading of Ordinance 15-35: Chad Whittenburg, aye; Matt Fitterer, aye; Keith Hudson, aye; Bruce Hull, aye; Kayce Williams, aye; Jonathan Duda, aye.
Motion carried 6/0.

Roll call to approve Second and Final Reading of Ordinance 15-35 as amended: Chad Whittenburg, aye; Matt Fitterer, aye; Keith Hudson, aye; Bruce Hull, aye; Kayce Williams, aye; Jonathan Duda, aye.
Motion carried 6/0.

Motion to adjourn was made by Alderman Fitterer and seconded by Alderman Hudson.

Meeting adjourned 6:12 p.m.

_____ _____

April Goad, City Recorder Rick Graham, Mayor

**CITY OF SPRING HILL**
**BOARD OF MAYOR AND ALDERMEN**
**PUBLIC HEARING AGENDA**
**MONDAY, DECEMBER 21, 2015**
**7:00 P.M.**

Mayor Graham called the Public Hearing to order at 7:10 p.m.

Aldermen present: Chad Whittenburg, Matt Fitterer, Keith Hudson, Kayce Williams, Jonathan Duda and Amy Wurth. Absent were Susan Zemek and Bruce Hull.

*General Announcement – The procedural rules for public comment will be as follows: Items will be taken in order of the agenda. Audience members wishing to speak must be recognized by the Mayor and will have five minutes to address the Board of Mayor and Aldermen. No rebuttal remarks are permitted.*

**Item #1** Consider Resolution 15-132, to approve the audit report for fiscal year 2014-2015. *(Recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Jim Smith, Finance Director

**Item #2** Consider Resolution 15-128, to authorize the purchase two new police vehicles and equipment. *(Not recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Don Brite, Chief of Police

**Item #3** Consider Resolution 15-129, to approve the purchase motorcycle and equipment for Police Department. *(Not recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Don Brite, Chief of Police

**Item #4** Consider Resolution 15-130, to award contract for the Wastewater Treatment Plant Magnetic Flow Meter to Reuse Water Line. *(Recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Travis Massey, Wastewater Treatment Plant Superintendent

**Item #5** Consider Resolution 15-131, to award contract for Depot Street Water Line Improvements. *(Recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Jeff Foster, Public Works Director

**Item #6** Consider Resolution 15-122, to authorize Change Order No. 1, WWTP Improvement Project. *(Recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Dan Allen, Infrastructure Director

**Item #7** Consider Resolution 15-133, to approve the sale or donation of 3 Quad Monitor Stands. *(Recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Brandi Smith, Emergency Communications Director

**Item #8** Consider Resolution 15-134, to authorize payment of Spyglass invoice. *(Recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Victor Lay, City Administrator

**Item #9** Consider Resolution 15-135, to approve Change Order No. 1 for the Buckner Road Transportation Study. *(Recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Dan Allen Infrastructure Director

**Item #10** Consider Resolution 15-136, to authorize purchase of Pole Single Pedestal Outdoor Structure. *(Recommended by the Parks and Recreation Commission on November 24, 2015; recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Kevin Fisher, Parks and Recreation Director

**Item #11** Consider Resolution 15-137, to approve vendor to provide comprehensive classification/compensation study. *(Recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Shelley Taylor, Human Resource Director

~~**Item #12** Consider Second and Final Reading of Ordinance 15-27, to approve rezone of property known as Stonecreek from R-2 PUD to R-6, Traditional Neighborhood Development. *(Recommended by the Planning Commission on October12, 2015; amended on first reading; deferred on November 16, 2015)* Dara Sanders, City Planner~~

**Item #13** Consider Second and Final Reading of Ordinance 15-04, to amend the Spring Hill Municipal Code, Title 5, Section 5, regarding roadway impact fees. *(Deferred on October 19, 2015)* Dan Allen, Infrastructure Director

**Item #14** Consider Second and Final Reading of Ordinance 15-30, to rezone property located at 5238 Main Street from R-1, Low Density Residential to B-2 Limited Retail. *(Recommended by the Planning Commission on November 9, 2015)* Dara Sanders, City Planner

**Item #15** Consider Second and Final Reading of Ordinance 15-32, to amend Ordinance No. 86-47, the same being the Spring Hill Zoning Ordinance of the City of Spring Hill, by amending Article XIV, Section 1, application inconsistent with future use plan. *(Recommended by the Planning Commission on October 12, 2015; amended on first reading)* Alderman Matt Fitterer

**Item #16** Consider Second and Final Reading of Ordinance 15-33, to amend Title 15, Section 604 (2) of the Spring Hill Municipal Code, as it pertains to parking on public streets. Alderman Matt Fitterer.

**Item #17** Consider Resolution 15-323, to approve land acquisition purchase for Tract 114 of the Duplex Road Project. Dan Allen, Infrastructure Director

**Item #18** Consider Resolution 15-139, to authorize the Mayor of Spring Hill, TN to sign a proposal with the Tennessee Department of Transportation for Project No. 60019-1207-94. Dan Allen, Infrastructure Director

**Item #19** Consider Resolution 15-140, to authorize the Mayor of Spring Hill, TN to sign a proposal with the Tennessee Department of Transportation for Project No. 60LPLM-S2-021. Dan Allen, Infrastructure Director

**Item #20** Consider Resolution 15-141, to approve Northpoint Infrastructure Development Agreement. Victor Lay, City Administrator; Dan Allen, Infrastructure Director

**Item #21** Consider Resolution 15-142, to approve vendor for recodify the Spring Hill Municipal Code. *(Recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Victor Lay, City Administrator

Concerned Citizens: Huntly Gordon, 1940 Lewisburg Pike, asked about the responsibility of advertising of rezones.

John Maher discussed the Roadway Impact Fee Ordinance and gradual implementation.

Adjourn: Motion was made by Alderman Hudson and seconded by Alderman Wurth. Unanimous.

Meeting adjourned 7:17 p.m.

| | |
|---|---|
| _____ | _____ |
| April Goad, City Recorder | Rick Graham, Mayor |

# CITY OF SPRING HILL
# BOARD OF MAYOR AND ALDERMEN
# REGULAR MEETING MINUTES
# MONDAY, DECEMBER 21, 2015
# 7:18 P.M.

Mayor Graham called the meeting to order at 7:18 p.m.

Aldermen present: Chad Whittenburg, Matt Fitterer, Keith Hudson, Kayce Williams, Jonathan Duda and Amy Wurth. Absent were Susan Zemek and Vice Mayor Hull. Also present: Victor Lay, City Administrator; Patrick Carter, City Attorney; Jim Smith, Finance Director; April Goad, City Recorder.

The Pledge of Allegiance was led by Alderman Wurth.

The Invocation was given by Alderman Fitterer.

Approval of the Agenda: Motion by Alderman Williams, seconded by Alderman Hudson. Previous business 1 removed Ord. 15-27. Alderman Duda asked that Resolution 15-143 be added. Motion seconded by Alderman Wurth. Vote: Unanimous, 7/0. Vote as amended: Unanimous.

Concerned Citizens:

Comments by the Mayor: Merry Christmas! Stated 2015 was a great year! City Hall will be closed Thursday and Friday for Christmas, New Year's Day and MLK. BOMA retreat is on the 22nd. TAC will move also.

## CONSENT AGENDA

1. Board approval:
    a. Financial Report of November 2015
    b. Public Hearing and Regular Meeting Minutes of November 16, 2015

2. Departmental Reports for November 2015:
    a. Legislative Department (V. Lay) (none)
    b. Fire Department (Hood)
    c. Police Department (Brite)
    d. Emergency Communications (B. Smith)
    e. Library (Adkins)
    f. Building/Planning, Codes Enforcement (Brooks)
    g. Utility Billing (Younger) (none)
    h. Parks & Rec (Fischer) (none)
    i. Court Report (J. Mitchell/B. Morgan)
    j. Public Works (Streets, Water Distribution, and Sewer Collection System and Storm Water/MS4) (Foster/Norman) (none)
    k. Water Treatment (Giles) (none)
    l. Waste Water Treatment (Massey)
    m. GIS/IT (Pewitt) (none)
    n. Human Resources (Taylor) (none)
    o. Safety Committee (M. Bryan)

3. Committee/Commission Minutes to be accepted in monthly records:
    a. Planning Commission minutes of November 9, 2015 (Sanders)
    b. Board of Zoning Appeals minutes November, 2015 (Sanders) (no meetings)
    c. Historic Commission minutes of November 5, 2015 (Hull, Duda) (cancelled)

d. Budget and Finance Advisory Committee minutes of November 2, 2015, (Whittenburg, Wurth, Hull) (unapproved)
e. EDC Minutes of May–November 2015 (Hull, Schoenbrodt) (unavailable)
f. Parks and Recreation Committee minutes November 24, 2015 (Williams/Fischer)
g. Storm Water Advisory Committee (Polk/Zemek) (no meetings)
h. Library Board of Trustees Minutes, November, 2015 (T. Jones) (unavailable)
i. Transportation Advisory Committee Minutes November 16, 2015 (unapproved) (Fitterer, Whittenburg, Williams)

4. Consider Second and Final Reading of Ordinance 15-30, to rezone property located at 5238 Main Street from R-1, Low Density Residential to B-2 Limited Retail. *(Recommended by the Planning Commission on November 9, 2015)* Dara Sanders, City Planner

5. Consider Second and Final Reading of Ordinance 15-32, to amend Ordinance No. 86-47, the same being the Spring Hill Zoning Ordinance of the City of Spring Hill, by amending Article XIV, Section 1, application inconsistent with future use plan. *(Recommended by the Planning Commission on October 12, 2015; amended on first reading)* Alderman Matt Fitterer

6. Consider Resolution 15-139, to authorize the Mayor of Spring Hill, TN to sign a proposal with the Tennessee Department of Transportation for Project No. 60019-1207-94. Dan Allen, Infrastructure Director

7. Consider Resolution 15-140, to authorize the Mayor of Spring Hill, TN to sign a proposal with the Tennessee Department of Transportation for Project No. 60LPLM-S2-021. Dan Allen, Infrastructure Director

8. Consider Resolution 15-141, to approve Northpoint Infrastructure Development Agreement. Victor Lay, City Administrator; Dan Allen, Infrastructure Director

9. Consider Resolution 15-142, to approve vendor for recodify the Spring Hill Municipal Code. *(Recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Victor Lay, City Administrator

Vote to approve consent agenda: 7/0.

## PREVIOUS BUSINESS

**Item #1** Consider Second and Final Reading of Ordinance 15-04, to amend the Spring Hill Municipal Code, Title 5, Section 5, regarding roadway impact fees. Dan Allen, Infrastructure Director
Motion to approve by Alderman Wurth; seconded by Alderman Hudson. Discussion: Alderman Wurth asked if this has been worked through on our bookkeeping process. Mr. Allen stated this is being worked on by Tyler Technologies at no cost to the city. Mr. Lay stated we can do it manually until the software is implemented. Mr. Duda amended to strike 5-520, adjustment. Alderman Whittenburg stated 5-517 states that we will revisit it every 3 years.

Roll call to amend Second and Final Reading of Ordinance 15-04: Chad Whittenburg, nay; Matt Fitterer, nay; Keith Hudson, aye; Mayor, aye; Kayce Williams, aye; Jonathan Duda, aye; Amy Wurth, aye. Motion carried 5/2.

Mr. Duda discussed 5-516, credits for collector roads. Mr. Whittenburg moved to amend the Ordinance 5-519, section B, strike 33% and put 100%, and strike remaining language of phase in. Motion seconded by Alderman Duda.

Roll call for second amendment of Second and Final Reading of Ordinance 15-04: Chad Whittenburg, aye; Matt Fitterer, nay; Keith Hudson, nay; Mayor, nay; Kayce Williams, nay; Jonathan Duda, aye; Amy Wurth, nay. Motion failed 2/5.

Roll call to approve Second and Final Reading of Ordinance 15-04 as amended: Chad Whittenburg, aye; Matt Fitterer, aye; Keith Hudson, aye; Mayor, aye; Kayce Williams, nay; Jonathan Duda, aye; Amy Wurth, aye. Motion carried 6/1.

**Item #2** Consider Second and Final Reading of Ordinance 15-33, to amend Title 15, Section 604 (2) of the Spring Hill Municipal Code, as it pertains to parking on public streets. Alderman Matt Fitterer.

Motion to approve by Alderman Fitterer; seconded by Alderman Wurth. Discussion: Alderman Wurth asked if he and the Chief agreed on the language.

Roll call to approve Second and Final Reading of Ordinance 15-33: Chad Whittenburg, aye; Matt Fitterer, aye; Mayor, aye; Kayce Williams, aye; Jonathan Duda, aye; Amy Wurth, aye. Motion carried 6/0. Alderman Hudson stepped out.

**Item #3** Consider First Reading of Ordinance 15-34, to amend Title 15, Section 608 of the Spring Hill Municipal Code, as it pertains to parking of commercial and recreational vehicles on public streets in residential zones. *(Deferred on November 16, 2015)* Alderman Matt Fitterer.

Motion to approve by Alderman Fitterer; seconded by Alderman Wurth. Mr. Fitterer explained. Mr. Duda discussed the definition of a semi-trailer and the typical length. He would propose a qualifier of 30 feet. Motion to amend a 1 d, insert the word trailer.

Roll call to amend First Reading of Ordinance 15-34: Chad Whittenburg, aye; Matt Fitterer, nay; Mayor, aye; Kayce Williams, nay; Jonathan Duda, aye; Amy Wurth, aye. Motion carried 4/2/1.

Mr. Whittenburg vehicle sizes. He also saw fewer than 10 vehicles with trailers. Alderman Williams asked if they were commercial vehicles. Mr. Whittenburg stated that they would be under this ordinance. Mr. Whittenburg moved to amend section b striking “attached”. Motion seconded by the Mayor. Mr. Duda discussed a change in the amendment. Mr. Whittenburg struck his amendment; new amendment, “in excess of 30 feet” and the motion was seconded by Alderman Duda.

Roll call on second amendment of First Reading of Ordinance 15-34: Chad Whittenburg, aye; Matt Fitterer, nay; Mayor, aye; Kayce Williams, aye; Jonathan Duda, aye; Amy Wurth, aye. Motion carried 5/1/1. Hudson stepped away.

Roll call to approve First Reading of Ordinance 15-34 as amended: Chad Whittenburg, aye; Matt Fitterer, aye; Mayor, aye; Kayce Williams, aye; Jonathan Duda, aye; Amy Wurth, aye. Motion carried 6/0/1. Hudson stepped away.

## NEW BUSINESS

**Item #1** Consider Resolution 15-132, to approve the audit report for fiscal year 2014-2015. *(Recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Jim Smith, Finance Director

Motion to approve by Alderman Duda; motion seconded by Mayor Graham. Discussion: comptroller requires us to adopt this by December 31.
Ms. Wurth stated that BFAC recommends approval.

Roll call to approve Resolution 15-132: Chad Whittenburg, aye; Matt Fitterer, aye; Mayor, aye; Kayce Williams, aye; Jonathan Duda, aye; Amy Wurth, aye. Motion carried 6/0/1. Hudson stepped away.

**Item #**2 Consider Resolution 15-128, to authorize the purchase two new police vehicles and equipment. *(Not recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Don Brite, Chief of Police

Motion to approve by Alderman Wurth; seconded by Alderman Williams. Ms. Wurth stated that the BFAC did not provide a recommendation. Mr. Lay stated the full board would need to vote on this and he discussed ways of funding this. He discussed a budget amendment.

Roll call to approve Resolution 15-128: Chad Whittenburg, aye; Matt Fitterer, aye; Mayor, aye; Kayce Williams, aye; Jonathan Duda, aye; Amy Wurth, aye. Motion carried 6/0/1. Hudson stepped away.

**Item #3** Consider Resolution 15-129, to approve the purchase motorcycle and equipment for Police Department. *(Not recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Don Brite, Chief of Police
Motion to approve by Alderman Wurth and seconded by Alderman Williams.

Roll call to approve Resolution 15-129: Chad Whittenburg, aye; Matt Fitterer, aye; Keith Hudson, aye; Mayor, aye; Kayce Williams, aye; Jonathan Duda, aye; Amy Wurth, aye. Motion carried 7/0.

**Item #4** Consider Resolution 15-130, to award contract for the Wastewater Treatment Plant Magnetic Flow Meter to Reuse Water Line. *(Recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Travis Massey, Wastewater Treatment Plant Superintendent
Motion to approve by Alderman Fitterer; seconded by Alderman Duda. Discussion: Mrs. Wurth stated that BFAC recommended.
Roll call to approve Resolution 15-130: Chad Whittenburg, aye; Matt Fitterer, aye; Keith Hudson, aye; Mayor, aye; Kayce Williams, aye; Jonathan Duda, aye; Amy Wurth, aye. Motion carried 7/0.

**Item #4** Consider Resolution 15-131, to award contract for Depot Street Water Line Improvements. *(Recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Jeff Foster, Public Works Director

Motion to approve by Mr. Duda; motion seconded by Mr. Fitterer. Mr. Duda asked if the overlay is cold patch. Mr. Allen explained that the street has to be reworked. Alternate is for fresh overlay and we felt it was too high so we can use our paving contract and do it cheaper.

Roll call to approve Resolution 15-131: Chad Whittenburg, aye; Matt Fitterer, aye; Keith Hudson, aye; Mayor, aye; Kayce Williams, aye; Jonathan Duda, aye; Amy Wurth, aye. Motion carried 7/0.

**Item #5** Consider Resolution 15-122, to authorize Change Order No. 1, WWTP Improvement Project. *(Recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Dan Allen, Infrastructure Director
Motion to approve by Alderman Wurth, seconded by Alderman Duda. Mrs. Wurth stated it was recommended to pay cash for this item.

Roll call to approve Resolution 15-122: Chad Whittenburg, aye; Matt Fitterer, aye; Keith Hudson, aye; Mayor, aye; Jonathan Duda, aye; Amy Wurth, aye. Motion carried 6/0/1. Mrs. Williams stepped away.

**Item #6** Consider Resolution 15-133, to approve the sale or donation of 3 Quad Monitor Stands. *(Recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Brandi Smith, Emergency Communications Director
Motion to approve by Alderman Wurth, seconded by Alderman Fitterer.

Roll call to approve Resolution 15-133: Chad Whittenburg, aye; Matt Fitterer, aye; Keith Hudson, aye; Mayor, aye; Jonathan Duda, aye; Amy Wurth, aye. Motion carried 6/0/1. Mrs. Williams stepped away.

**Item #7** Consider Resolution 15-134, to authorize payment of Spyglass invoice. *(Recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Victor Lay, City Administrator

Motion to approve by Mr. Fitterer, and seconded by Mrs. Wurth. Mrs. Wurth stated this will cost 58 thousand and it is not budgeted. This was not unanimously recommended by BFAC. Mr. Duda stated that we would save money in a year. He stated that he doesn't agree and will not support.

Roll call to approve Resolution 15-134: Chad Whittenburg, aye; Matt Fitterer, aye; Keith Hudson, aye; Mayor, aye; Kayce Williams, aye; Jonathan Duda, nay; Amy Wurth, aye. Motion carried 7/1.

**Item #8** Consider Resolution 15-135, to approve Change Order No. 1 for the Buckner Road Transportation Study. *(Recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Dan Allen Infrastructure Director
Motion to approve was made by Alderman Wurth and seconded by Alderman Fitterer. Mrs. Wurth stated that BFAC recommended.

Roll call to approve Resolution 15-135: Chad Whittenburg, aye; Matt Fitterer, aye; Keith Hudson, aye; Mayor, aye; Kayce Williams, aye; Jonathan Duda, aye; Amy Wurth, aye. Motion carried 7/0.

**Item #9** Consider Resolution 15-136, to authorize purchase of Pole Single Pedestal Outdoor Structure. *(Recommended by the Parks and Recreation Commission on November 24, 2015; recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Kevin Fisher, Parks and Recreation Director
Motion to approve by Alderman Wurth; Seconded by Alderman Williams. Mrs. Wurth stated that BFAC recommended.

Roll call to approve Resolution 15-136: Chad Whittenburg, aye; Matt Fitterer, aye; Keith Hudson, aye; Mayor, aye; Kayce Williams, aye; Jonathan Duda, aye; Amy Wurth, aye. Motion carried 7/0.

**Item #10** Consider Resolution 15-137, to approve vendor to provide comprehensive classification/compensation study. *(Recommended by the Budget and Finance Advisory Committee on December 14, 2015)* Shelley Taylor, Human Resource Director. Motion to approve by Alderman Wurth, motion seconded by Alderman Fitterer. Aldermen Wurth moved to amend by filling in the blanks with Springstead and $32,000.

Roll call to amend Resolution 15-137: Chad Whittenburg, aye; Matt Fitterer, aye; Keith Hudson, aye; Mayor, aye; Kayce Williams, aye; Jonathan Duda, abstained; Amy Wurth, aye. Motion carried 6/0/1.

Roll call to approve Resolution 15-137 as amended: Chad Whittenburg, aye; Matt Fitterer, aye; Keith Hudson, aye; Mayor, aye; Kayce Williams, aye; Jonathan Duda, abstained; Amy Wurth, aye. Motion carried 6/0/1.

**Item #11** Consider Resolution 15-323, to approve land acquisition purchase for Tract 114 of the Duplex Road Project. Dan Allen, Infrastructure Director
Motion to approve made by Alderman Fitterer and seconded by Alderman Wurth.

Roll call to approve Resolution 15-323: Chad Whittenburg, aye; Matt Fitterer, aye; Keith Hudson, aye; Mayor, aye; Kayce Williams, aye; Jonathan Duda, aye; Amy Wurth, aye. Motion carried 7/0.

**Item #12** Consider Resolution 15-143, to amend Resolution 15-10, to extend the term of the Spring Hill Battlefield Task Force. Jonathan Duda, Alderman
Motion to approve by Alderman Duda, seconded by Alderman Wurth. Mr. Fitterer recommendation.

Roll call to approve Resolution 15-143: Chad Whittenburg, aye; Matt Fitterer, aye; Keith Hudson, aye; Mayor, aye; Kayce Williams, aye; Jonathan Duda, aye; Amy Wurth, aye. Motion carried 7/0.

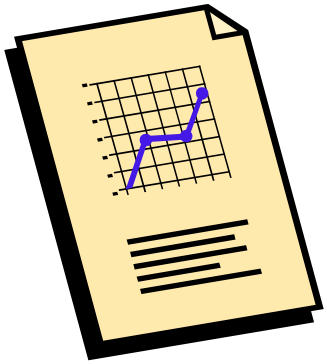
Concerned Citizens: None.

Motion to adjourn was made by Alderman Hudson, seconded by Alderman Wurth.

Meeting adjourned at 8:44 p.m.

| | |
|---|---|
| April Goad, City Recorder | Rick Graham, Mayor |

# DEPARTMENTAL REPORTS



**DEPARTMENT: Police**

**AUTHOR: Lt. Kenneth Seibold**

**DATE: December 31, 2015**

**RE: Field Operations Monthly Statistics for December, 2015**

**ATTACHMENTS: None**

---

**OVERVIEW:**

**Field Operations:**

- Created 219 incident reports.
- 2,602 calls for service.

- Made 91 arrests
  - Male – 62
  - Female – 28
  - Unknown - 1
  - White – 68
  - Black – 21
  - Other – 2

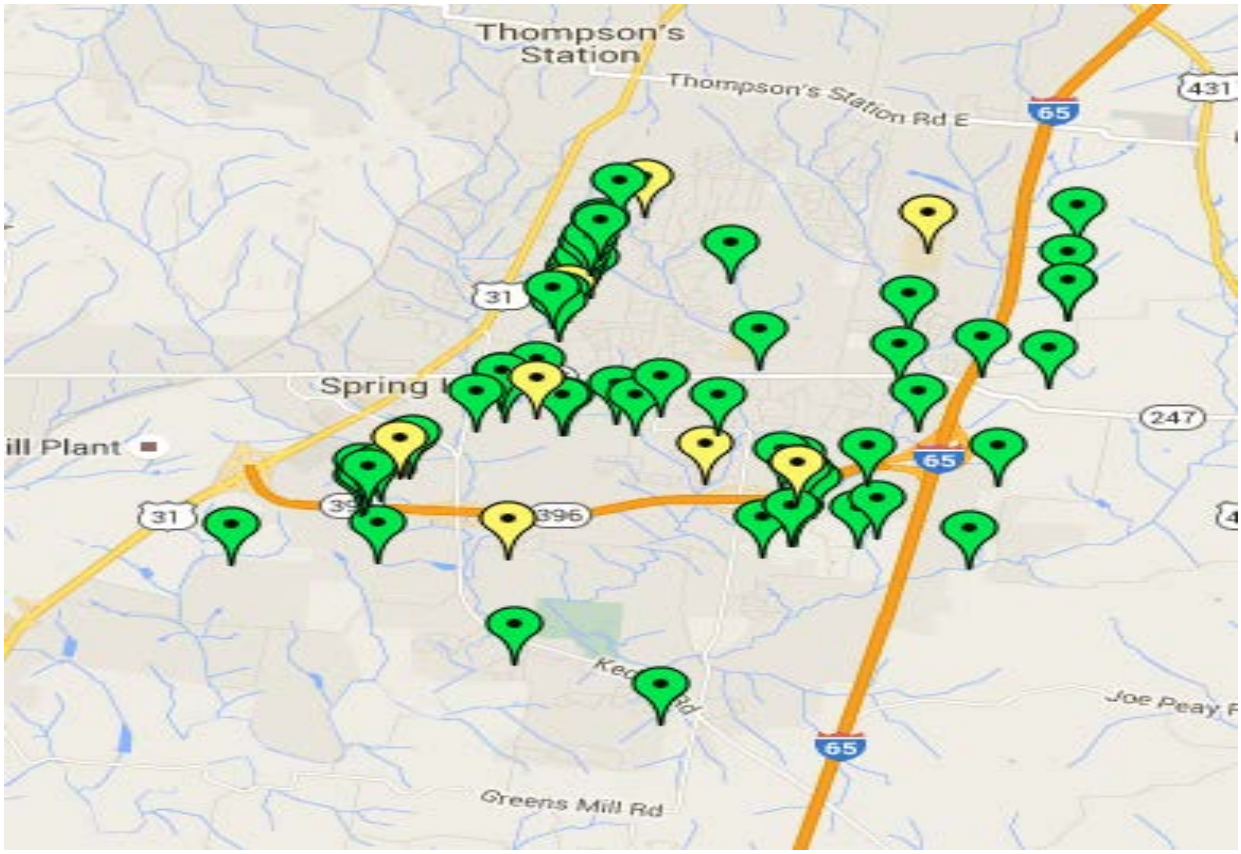
- Conducted 482 traffic stops
- Wrote 77 citations
  - Male – 49
  - Female – 28
  - White – 68
  - Black – 9
  - Other - 0

- Responded to 83 accidents

  - 70 of the accidents were property damage only.
  - 13 of the accidents involved injuries.
  - 0 accidents resulted in fatalities.
  - Total of 18 injuries.

**Average number of Police Officers on shift 4.**

Location of accidents



Patrol responded to the following incidents:

| | 12/2015 | Total |
|---|---|---|
| 911 HANGUP | **10** | **10** |
| 911 MISDIAL | **6** | **6** |
| 911 OPEN LINE | **23** | **23** |
| 911 TEST LINE | **1** | **1** |
| ABANDONED VEHICLE | **9** | **9** |
| ADVISE LEGALS | **29** | **29** |
| ANIMAL COMPLAINT | **21** | **21** |
| ASSIST ANOTHER AGENCY | **20** | **20** |
| ASSIST CITIZEN | **7** | **7** |
| ASSIST MOTORIST | **64** | **64** |
| ATTEMPTED SUICIDE | **8** | **8** |
| AUTO ACCIDENT/PERSONAL IN | **21** | **21** |
| AUTO ACCIDENT/PROPERTY D | **69** | **69** |
| B & E - BUSINESS | **1** | **1** |
| B & E -RESIDENCE (IN PROG | **1** | **1** |
| B & E VEHICLE | **5** | **5** |
| B&E - RESIDENCE | **10** | **10** |
| BAR CHECK | **12** | **12** |
| BOLO | **60** | **60** |
| | | Total |
| BURGLAR ALARM | **67** | **67** |
| BUSINESS ESCORTS | **176** | **176** |
| CAD Report Only | **9** | **9** |
| CARDIAC/RESPIRATORY/DEATH | **1** | **1** |
| CIVIL ESCORTS | **11** | **11** |
| CONDUCT INVESTIGATION | **17** | **17** |

| | | |
|---|---|---|
| CONSTRUCTION VIOLATIONS | **5** | **5** |
| CUSTODY ISSUE | **11** | **11** |
| DEAD ON ARRIVAL/DEAD PERS | **1** | **1** |
| DEBRIS IN ROADWAY | **12** | **12** |
| DELIVER MESSAGE | **5** | **5** |
| DIABETIC PROBLEMS | **1** | **1** |
| DISTURBANCE/UNKNOWNN P | **8** | **8** |
| DOMESTIC PROBLEM/TROUBL | **19** | **19** |
| DRIVING UNDER THE INFLUEN | **4** | **4** |
| DRUG RELATED | **3** | **3** |
| DUPLICATE | **52** | **52** |
| FIGHT | **3** | **3** |
| FIREWORKS | **3** | **3** |
| FOLLOW UP | **41** | **41** |
| HAZMAT | **1** | **1** |
| HIT AND RUN | **8** | **8** |
| HOUSE FIRE | **1** | **1** |
| IDENTIFICATION FRAUD / FR | **8** | **8** |
| ILLEGAL PARKING | **57** | **57** |
| INDECENT EXPOSURE/LEWD A | **1** | **1** |
| JUVENILE PROBLEM/TROUBLE | **16** | **16** |
| LARCENY/THEFT | **19** | **19** |
| LOST/FOUND PROPERTY | **8** | **8** |
| MEDICAL ALARM | **1** | **1** |
| MENTAL TRANSPORT | **8** | **8** |
| MENTALLY DISTURBED PERSO | **4** | **4** |
| MISSING ADULT | **3** | **3** |
| NATURAL DISASTER/STORM D | **2** | **2** |
| | 12/2015 | Total |
| NEIGHBOR DISPUTE | **3** | **3** |

| | | |
|---|---|---|
| NOISE COMPLAINT | **15** | **15** |
| OPEN DOOR | **5** | **5** |
| OVERDOSE/POISONING | **3** | **3** |
| PANIC ALARM | **16** | **16** |
| PEDESTRIAN/HITCHHIKER | **3** | **3** |
| PHYSICAL ASSAULT | **8** | **8** |
| PROPERTY CHECK | **547** | **547** |
| PROWLER | **1** | **1** |
| PUBLICLY INTOXICATED PERS | **8** | **8** |
| RAPE | **2** | **2** |
| RECKLESS DRIVING | **21** | **21** |
| REPOED VEHICLE | **12** | **12** |
| ROAD RAGE | **2** | **2** |
| RUNAWAY JUVENILE | **2** | **2** |
| SERVING WARRANTS | **5** | **5** |
| SEXUAL ASSAULT | **1** | **1** |
| SHOPLIFTER | **19** | **19** |
| SHOTS FIRED | **6** | **6** |
| SOLICITOR | **3** | **3** |
| SPEEDING VEHICLE | **2** | **2** |
| SUSPICIOUS PERSON | **50** | **50** |
| SUSPICIOUS VEHICLE | **145** | **145** |
| TEST | **21** | **21** |
| THREATENING/HARASSING | **20** | **20** |
| TRAFFIC CONTROL | **160** | **160** |
| TRAFFIC LIGHT - P.W. REQU | **2** | **2** |
| TRAFFIC STOP | **482** | **482** |
| TRANSFER MAURY | **8** | **8** |
| TRANSFER TO THP | **1** | **1** |
| TRANSFER WILLIAMSON | **3** | **3** |

| | | |
|---|---|---|
| TRESPASSING | **2** | **2** |
| UNCONSCIOUS/FAINTING | **3** | **3** |
| UNWANTED SUBJECT | **2** | **2** |
| | 12/2015 | Total |
| VANDALISM | **19** | **19** |
| VEHICLE FIRE | **2** | **2** |
| VERBAL DOMESTIC | **8** | **8** |
| WELFARE CHECK | **26** | **26** |
| WIRES DOWN - UTILITY REQU | **1** | **1** |
| Total | **2,602** | **2,602** |

- **C.I.R.T: No call out this month**
- **S.R.T: No call out this month**

**PROJECT/CONTRACT UPDATES:**

- None

**ACTION ITEMS:**

- None

**CONCERNS/ISSUES/PROBLEMS:**

None

**DEPARTMENT: Police**

**AUTHOR: Lt. Justin Whitwell**

**DATE: January 6, 2016**

**RE: CID Monthly Report for December, 2015**

**ATTACHMENTS: None**

---

**OVERVIEW:**

**Criminal Investigations:**

There were 56 cases assigned to CID this month; down from 79 cases assigned in December, 2014.

The predominant crime investigated this month were Vandalisms with ten incidences being reported.

Six Sex Offenders reported to the police department as required for the month; five violent and one standard offenders. All sex offenders residing in the city are in compliance with the Sex Offender Registry guidelines.

CID was assigned one background check for the month for police employment.

Other crimes assigned to CID:

1 Aggravated Assault
6 Aggravated Burglaries
1 Assault
3 Death Investigations
9 Domestic Assaults
1 Fraud
1 Fraudulent use of a Credit Card
1 Harassment
2 Identity Thefts
1 Rape
1 Runaway
8 Thefts
7 Vehicle Burglaries
2 Violation of Bond Conditions
1 Violation of Order of Protection

27 Cases assigned this month were felony related cases.

Of the cases assigned this month 4 have been placed in suspended status.

**Narcotics Investigations:**

There were 5 cases worked this month.

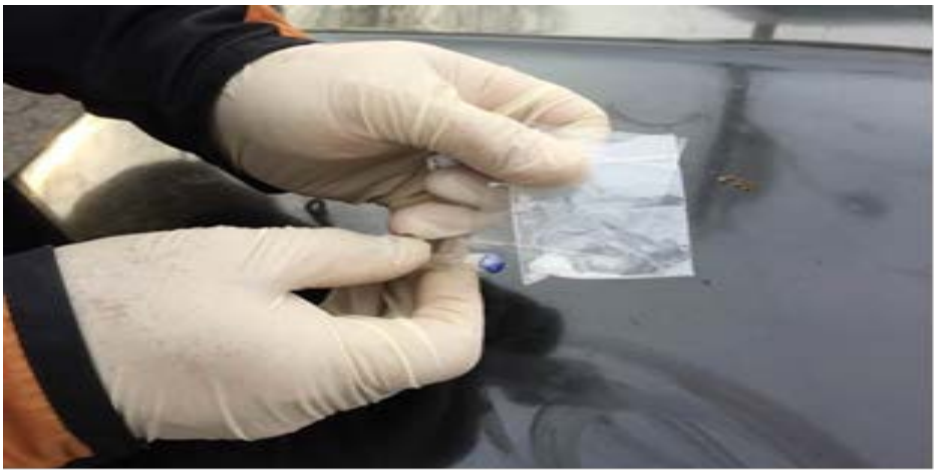
Completed cases as follows:

- 2 Sale of Schedule 2 School zone
- 1 Sale of Schedule 2 Methamphetamine
- 2 Federal case with Crystal Methamphetamine

**HIGHLIGHTS:**

- During the month of December CID had an uptick of vandalisms involving vehicles; i.e. tires slashed and vehicle being keyed/scratched. A majority of these incidents appear to be isolated dealing with disgruntle relationship partners. Investigations are still ongoing.

- This month Narcotic Investigators focused more on their long term investigations and conducted several undercover buys. In the undercover buys the investigator's informants were mainly able to buy ounces of Methamphetamines.



**PROJECT/CONTRACT UPDATES:**

- None

**ACTION ITEMS:**

- None

**CONCERNS/ISSUES/PROBLEMS:**

- None

**DEPARTMENT:** **SUPPORT SERVICES**

**AUTHOR:** **LT. SHAUNA DOOLEY**

**DATE:** **January 5, 2015**

**RE:** **December Report**

**ATTACHMENTS:**

---

**Lt. Dooley / Jason Lovett:**

- Officers McIntyre and Rooney are scheduled to attend the academy January 10th. The academy has been extended from 10 weeks to 12 weeks. Officer Allen is scheduled to attend the POST Transition School in March. Firearms was taught to all three recruits. McIntyre and Allen completed EVOC and defensive tactics. Rooney had military leave during defensive tactics training and EVOC.
- Conditional offers were made to two other applicants. One was disqualified for an unsatisfactory background report.
- We have posted for two positions. At the time of this report, we only have 3 applicants.
- I conducted the October monthly audit on December 31st. I reviewed 10 items from 2015. These are the things I look for:
    - Could I locate the paperwork? Is it completed correctly?
    - Was the computer entry correct? Was the location correct?
    - Could I find the item? Was it packaged correctly?
    - Was policy followed?
- New recruits Mangrum and Davis were released to solo patrol.
- The salary supplement paperwork has been completed for POST.
- The Special Response Team had their monthly training on Dec. 17th for 8 hours.
- A shotgun needed forearm repair and an AR15 needed a gas tube.

**PROJECT UPDATES:**

- Work on data entry for the second phase of Coplogic-LEAPS program.
- Work on new hire testing beginning January 22nd.

**Evidence: Roger & Melissa**

- A total of 20 items were submitted to the TBI Lab. This is an 400% increase from last month.
- A total of 107 items were submitted into the Evidence Room. This is a 24% decrease from last month.
- We did not remove any pills from the Prescription Drug Box.
- We returned 1 items from the evidence room to their owners. This is a 88% decrease from last month.
- A total of 6 Right of Refusals was issued. This is an 500% increase from last month. Right of Refusal is a form used by evidence clerks to notify an officer of mistakes made on paperwork and/or submittal.

- We destroyed 0 items.
- The December audit revealed a 5% error rate.

**Fleet Maintenance: Don Greve**

- We rotated and balanced tires on 4 vehicles.
- There were 3 vehicles needing oil changes.
- One vehicle needed a Thermostat, Radiator hose and oil filter gasket.
- Four people were fingerprinted for $80.00.
- We are working on several vehicles to be placed on GovDeals.

**COPS: Mary Beth Lovett**

- Beth assists with Traffic Court every Tuesday.
- Beth conducted 1 school walk-throughs and 0 juvenile check(s).
- December 5th Christmas worked Christmas parade and supervised members of the Citizens Police Academy.
- Beth attended a RAD Kids course. This course is designed for teaching kids how to protect themselves.
- Dec. 10th assisted the Spring Hill High School with their Criminal Justice Course.
- Assisted with decorating for Shop with a Cop on December 13th.
- Dec. 17th met with CPA.
- Dec 18th attended GHSO Meeting on Booze It and Lose It Campaign.
- One car seat was checked and replaced.

Upcoming:

- Jan 15th SH Moms Club safety talk
- Jan 15th, 19th, 21st, 22nd , 26th- 29th Longview Elem Safety Talk
- Jan 29 through 31st Human Trafficking Awareness Event

**DEPARTMENT: LIBRARY**

**AUTHOR: Gail Adkins**

**DATE: 1/4/2016**

Director's **Report to BOMA for December 2015**

## HIGHLIGHTS:

- **Director Search Update** - LBOT made their selection December 15. Background check and reference checks have been completed. Shelley is in negotiations with the LBOT's choice, but no definite yes or start date yet.
- **NPR broadcast -**I have received queries from a half a dozen libraries that either heard or read the interview about the hot-spots which ran locally in November but was rebroadcast nationwide last week.
- **2,468 new applications in 2015 –** 2,385 in 2014. Membership here is growing –not slowing!
- **9 new applications on January 2 and 3,171 visitors in first week to start the new year off right!**
- **Books-A-Million –** Thanks to B-A-M and our community, we received 498 books valued at over $4,000.
- **Lego Tournament** – Huge event for all ages Over 200 voted. We will make this an annual event.
- **Adult Coloring** – Class limit was 25 – 25 came. We will be offering them once a month.
- **Well donations –** In 2015 we collected 3,179 pounds of food from patrons for donation to the Well.

## JANUARY EVENTS:

**Story Time**: 10:00 a.m., Monday – Thursday, starting back January 6. Stories, songs, and an art project. A new theme each week. & **Baby Time**: 9:15 a.m., Tuesdays & Fridays. A lapsit program for babies up to 24 months.

**American Girl Club:** 4:30 p.m. Monday, January 4 & Saturday, January 16. We will focus on one doll and time period each month (pick one; same activities). In January we will celebrate Josephina.

**I Cre8 Art Class**: 10:00 a.m., Saturday, January 9. Art teacher, Marcela Espejo. Project: Shapes Butterfly Collage & 4:30 p.m., Wednesday, January 27. Project: Puzzled Heart Acrylic.

**Quilt & Sewing Club**: 12:00 p.m. - 4:00 p.m., Saturday, January 9. Call Dancing Bobbin for instructions and supplies: 931-486-2380.

**Teen Yoga**: 4:30 p.m., Monday, January 10 - yoga instructor Jessica Gray. Monthly on the second Monday January – March.

**Living the Best You Can with Cancer**: 4:00 – 5:30 p.m., Tuesdays, starting January 12. Professional Life Coach & Cancer Survivor Sheyla Lages will lead a group sessions to share her 7 Step Program. Participants can come to all the sessions or jump in at any point.

**Abstract Painting with Olga**: 5:30 p.m., Tuesday, January 12. If you don't understand abstract art or haven't painted before, this is the class for you. Olga Alexeeva, our Artist of the month., will teach you how to paint with expression. All supplies provided.

**Costa Rica Service & Adventure Trip** Info Meeting: Thurs, Jan 14, 5:00 p.m. For local middle & high school students, as well as adults. Serve at an orphanage, learn about another culture, see amazing sights…for 8 days in July, 2016. Led by ESL teacher, Jody Jordan.

**Homeschool LEGO Club**: 2:00 – 4:00 p.m., Friday, January 15. Come & build! LEGO provided. Especially for homeschoolers.

**Women's Self-Defense Class**: 12:00 – 3:00 p.m., Saturday, January 16. Presented by black belt martial artist instructor Angela Meglis. The goal of Self Defense is to provide participants with response options to an attack. Sign up required. Limited to 20.

**LIBRARY CLOSED** - Monday, January 18 - MLK Day & Thursday, January 28 - Staff In-Service Day

**FREE HEALTHCARE HELP** with TennCare, CoverKids or HealthCare.gov : 9:00 a.m. – 4:30 p.m., Tuesday, January 19. Certified Application Counselors from Mercy Community Healthcare and Pathways to Health can help. This is a FREE service.

**Adult Coloring Class**: 5:00 p.m., Wednesday, January 20 Come relax and join us.. Supplies will be provided, or you can bring your

own. Light snack will be provided. Registration is REQUIRED. Limited to 25.

**Creative Movement**: 11:00 - Thurs, Jan 21. Move and groove with Mrs. Chelsea Howell, owner of the local Children's Ballet Theater.

**TAX PREPERATION HELP -**Starting Friday, January 22 Volunteer Income Tax Assistance (VITA) volunteers will be here on Fridays and Saturdays during tax season with appointments from 9:00 a.m. until 4:00p.m. For appt. call Dianne Bennett at 931-797-2154.

**Simplifying: Being Intentional With Your Time**: 9:30 a.m., Saturday January 23. Evaluate what is important to you and make time for it. Presented by Professional Organizer Tina Plitchta.

**Introduction to Art Therapy**: 2:00 p.m., Friday, January 22. This is a creative self-discovery class using traditional art therapy exercises. Presented by Susan Lobo. Susan trained in classic Art Therapy techniques at Sonoma State, Cotati CA.

**Wild Game Tasting**: 11:30 a.m. – 1:00 p.m., Saturday, January 23. Are you curious to taste wild boar or bison for the first time? Led by a Maury Co. Wildlife Officer and Andy Meldrum. Call us to sign up to bring in a dish to share.

**Pokémon Club**: 2:00 – 4:00 p.m., Saturday, January 23. Bring your DS & cards. No sign up necessary.

**Retire Wisely Workshop**: 2:00 p.m., Monday, January 25

**Friends of the Library Used Book Sale**: 9:00 a.m. – 3:00 p.m., Saturday, January 30.

**Concerns & Issues:** Still waiting for a new director – since May 17. I have pushed my retirement back to mid-March, but you will soon have a new director and no librarian. The hiring process really needs to be streamlined and speeded up.

## Library Report to BOMA for January 2016

| LIBRARY STATISTICS FOR Dec. 2015 | | |
|---|---|---|
| **New Accounts** | | |
| | Nov | Dec |
| Spring Hill - Maury County | 53 | 34 |
| Spring Hill - Williamson County | 61 | 66 |
| Maury County (outside city limits) | 23 | 13 |
| Williamson County (outside city limits) | 13 | 8 |
| Other counties | 1 | 2 |
| Total New Patrons | 151 | 123 |
| | | |
| | | |
| **Patrons visiting the library** | 10,722 | 10,399 |
| | | |
| **Library-sponsored programs** | 77 | 48 |
| Attendance of programs | 2,152 | 1,706 |
| | | |
| **Circulation** | | |
| Books (fiction and nonfiction) | 16,382 | 14,957 |
| Other media(audiobooks, CD, DVD, etc.) | 12,962 | 12,693 |
| Total Circulation | 29,344 | 27,650 |
| | | |
| **Public Computer usage** | 777 | 810 |

# MONTHLY WATER REPORT
# SPRING HILL WATER DEPARTMENT
# MONTH OF DECEMBER 2015

| | |
|---|---|
| **New Customers Added** | **233** |
| **Number of New Meters Installed (Builders)** | **31** |
| **Irrigation Meters** | **1** |
| **Revenue Generated from Water Bill Payments** | **$858,600.91** |
| **Revenue from Water Taps, Sewer Taps, & Meters Sold** | **$108,886.00** |
| **Number of cut-offs** | **62** |

# City of Spring Hill
## Municipal Court Revenue
## Dec-2015

***MONEY COLLECTED IN DECEMBER 2015***

| | |
|---|---|
| COURT REVENUE: | $8,496.50 |

***LESS TAXES/FINES PAID TO STATE FOR DECEMBER 2015***

| | |
|---|---|
| LITIGATION TAXES | $690.80 |
| SEAT BELT FINES | $66.50 |
| REGISTRATION FINES | $579.50 |
| | **$1,336.80** |

| | |
|---|---|
| **TOTAL MONTHLY COURT REVENUE** | **$7,159.70** |

| COURT DATES: | 12/01/15 | 12/08/15 | 12/15/15 | TOTALS |
|---|---|---|---|---|
| # CASES ON DOCKET: | 54 | 44 | 7 | 105 |
| # CASES ASSIGNED TRAFFIC SCHOOL: | 11 | 11 | 1 | 23 |
| # CASES SET FOR TRIAL: | 1 | 1 | 0 | 2 |
| OTHER DISPOSITIONS: (GUILTY, DISMISSED, ETC.) | 24 | 21 | 2 | 47 |
| FTA (# CASES FOR WHICH DEFEDANTS FAILED TO APPEAR) | 18 | 11 | 4 | 33 |

# Spring Hill Water Treatment Plant, Department Summary

*Wednesday January 14, 2016*
*Caryl A. Giles WTP Superintendent Cell: (931) 384-0626*
*Attachments: None*

***Overview:***

- ***Running Annual Average MGD 2.845*** *(Chart)*
- *Normandy Reservoir: Current Level: 864.7 feet, Current Release 830 cfs*
- *Winter Pool: 864.0 Summer Pool 875.0, Lowest Level Reached to date: 852.0,*
- *Level at start of summer 2014: 875.0, 2015: 875.0*
- *Required Instantaneous Flows: 120 cfs winter, 155 cfs summer Shelbyville, 100 cfs Columbia*

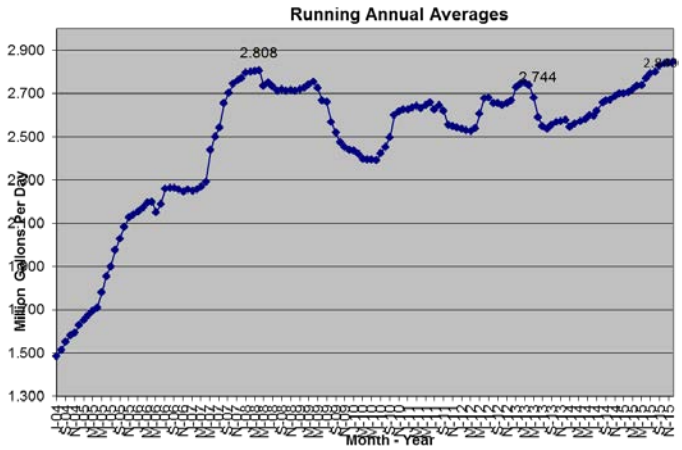
| Duck River Agency | | | | | |
|---|---|---|---|---|---|
| January 2015 | $3324.95 | 66,498,943 | July 2015 | $4825.13 | 95,502,548 |
| February 2015 | $2962.87 | 59,257,385 | August 2015 | $4435.20 | 88,704,013 |
| March 2015 | $3371.15 | 67,422,900 | September 2015 | $5064.64 | 101,292,828 |
| April 2015 | $3331.93 | 66,638,550 | October 2015 | $3642.37 | 72,847,336 |
| May 2015 | $3996.08 | 79,921,541 | November 2015 | $3309.97 | 66,199,487 |
| June 2015 | $4314.35 | 86,287,046 | December 2014 | $2922.53 | 58,450,576 |

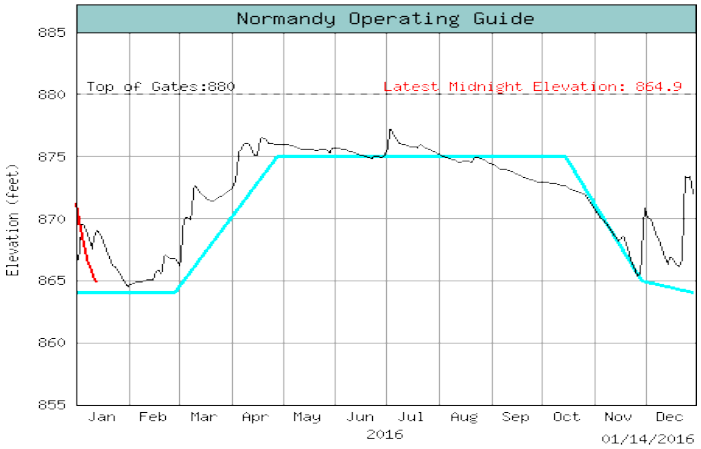
| Cost per1000 gal Treated | | | | Average 1/2008 – 12/2015 = $1.268 | | | |
|---|---|---|---|---|---|---|---|
| Jan 15 | 1.056 | Apr 15 | 2.632 | Jul 15 | 0.791 | Oct 15 | 1.284 |
| Feb 15 | 1.398 | May 15 | 1.217 | Aug 15 | 1.083 | Nov 15 | 1.141 |
| Mar 15 | 1.282 | Jun 15 | 1.296 | Sep 15 | 1.291 | Dec 15 | 1.285 |

***Highlights:***

***Project/Contract Updates:***

***Hardin's Landing Water Tank:*** *Waiting on an altitude valve! Valve vault has been constructed. Electric is complete. 18" piping from tee to inlet of tank is being pressure tested. Fill disinfect, test water line. Then should be very close to filling tank. Final grading and fence should be completed the week of January 18th. Final completion date is April 9, 2016.*




*If questions arise from this report please allow time for a prepared statement.*

# COMMITTEE/COMMISSION MINUTES/REPORTS

**SPRING HILL**
**MUNICIPAL PLANNING COMMISSION**
**REGULAR MEETING MINUTES**
**MONDAY, DECEMBER 14, 2015**
**5:30 P.M.**

Chairman Paul Downing called the meeting to order

Members present were: Alderman Jonathan Duda, Matt Koss, Pat Hairston, Alderman Matt Fitterer, and Charles Schoenbrodt. Also present were: City Attorney Patrick Carter, Dara Sanders, Bonnie Turnbow, City Engineer, Jerome Dempsey. Commissioner Hepp arrived at 5:45 pm.

***Announcement – audience members wishing to speak to an agenda item will have the opportunity to speak at the beginning of the agenda and will have five minutes to address the Planning Commission. No rebuttal remarks are permitted.***

Alderman Duda and Alderman Fitterer presented Certificates to the members who participated on the Spring Hill Comprehensive Plan Steering Committee.

Concerned Citizens (Non-Agenda Items) No concern citizens.

Public Comment (Agenda Items) No Public Comments

Approval of November 9, 2015, meeting minutes: Alderman Fitterer made a motion to approve the November 9, 2015 meeting minutes. Motion seconded by Commissioner Koss. Motion passed 6/0.

Approval of the agenda: Alderman Duda made a motion to approve the agenda. Motion seconded by Commissioner Hairston. Motion passed 6/0.

Consent Agenda:

1. **Resolution 15-48:** To Establish a Maintenance Bond for Meadowbrook Phase 4 Section 4.
2. **Resolution 15-49:** To Establish a Performance Bond for Meadowbrook Phase 4 Section 4.

Alderman Fitterer made a motion to approve the Consent Agenda. Motion seconded by Commissioner Koss. Motion passed 7/0.

Regular Agenda:

**Old Business:**

1. **PPL 86-2015:** Submitted by SEC, Inc. for property located on Port Royal Rd and Tom Lunn Rd. The property is zoned R-2 PUD and contains approximately 22.25 acres. The applicant request preliminary plat approval for 47 residential lots.

Engineering Comments:

1. Provide a landscaping plan for detention basin and all open areas.
2. Water and Sewer connection under Port Royal Road are required to be bored with steel casing pipe, casing spacers and end caps.

3. Balance of the cut/fill volumes are required, provide calculations. A FEMA Letter of map revision will be required for the revised floodplain boundary. Show the revised floodplain boundary on the plan.
4. Recommend adding the storm piping along the open ditch to the southeast of lots 22, 23 and 24. This would make the remaining open area accessible.
5. Provide a detention basin forebay for water quality.
6. Recommend to install a floatable skimmer that connects to the 3" low-flow orifice to provide proper water quality drainage.
7. Sediment Basin detail should be project specific (elevations shown do not match the site).

Staff Recommendations:

1. The preliminary plat approval shall be valid for a period of three (3) years from the date of approval, during which time the applicant/developer shall obtain Planning Commission approval of a final plat.
2. Modification to the approved Preliminary Plat application may require Planning Commission approval prior to the submittal of a Final Plat application.
3. The applicant/developer shall be required to improve Port Royal Road to include a southbound dedicated left turn lane. The applicant/developer shall also be required to construct a public sidewalk on the east side of Port Royal for the extent of the project boundary. All street improvements to Port Royal Road shall be constructed, inspected, and accepted at 50% completion of the development (80 single-family dwellings).
4. The "tot lot" shall be completed prior to 50% completion of Phase 1. Parking lot construction shall comply with all dimensional and pavement requirements for nonresidential developments, including a driveway width not to exceed 30 feet, parking stall dimensional requirements, and a drive aisle width of 25 feet. All playground equipment shall be commercial grade. Separate play structures shall be of a consistent design and material. Prior to the issuance of a grading permit, all information related to the construction of the parking lot shall be submitted to the Planning Department for review and approval.
5. Prior to the issuance of a grading permit, all remaining Engineering comments, listed herein, shall be addressed and submitted to the Planning Department for review and approval.

Alderman Fitterer made a motion to approve **PPL 86-2015**. Motion seconded by Commissioner Hepp. Motion passed 7/0.

Alderman Duda made a motion to amend **PPL 86-2015** to require the conditions in the staff report. Motion seconded by Commissioner Schoenbrodt. Motion passed 7/0.

**New Business:**

1. **ADM 110-2015**: Submitted by Bob Heidrich for property located at 2866 Buckner Lane. The property is zoned R-2, (Medium Density) and contains approximately 10.44 acres. The applicant request an extension on the Sketch Plan submitted in 2012.

Alderman Duda made a motion to deny **ADM 110-2015**. Motion seconded by Commissioner Hairston. Motion passed 7/0

2. **ADM 121-2015**: Submitted by Paul Varney for property located in Spruce Trail Subdivision. The applicant request to modify conditions of approval for Spruce Trail Subdivision's preliminary plat.

Applicant asked to withdraw **ADM 121-2015** from the agenda.

3. **FPL 105-2015:** Submitted by Stanford & Associates for Wades Grove Section 12. The property is zoned R-2, Planned Unit Development and contains approximately 8.75 acres. The applicant requests final plat approval for 27 single-family residential lots.

Staff Conditions:

1. Final plat approval shall be valid for a period of two (2) years, during which time the applicant/developer shall complete all necessary improvements and record the plat.
2. Modifications to the final plat may require Planning Commission approval prior to recordation.
3. All engineering comments shall be addressed and revision made prior to obtaining signatures for the plat.

Alderman Duda made a motion to pass **FPL 105-2015** with staff conditions. Motion seconded by Commissioner Koss. Motion passed 7/0

4. **FPL 106-2015:** Submitted by Stanford & Associates for Wades Grove Section 13. The property is zoned R-2, Planned Unit Development and contains approximately 5.24 acres. The applicant requests final plat approval for 19 single-family residential lots.

Staff Conditions:

1. Final plat approval shall be valid for a period of two (2) years, during which time the applicant/developer shall complete all necessary improvements and record the plat.
2. Modifications to the final plat may require Planning Commission approval prior to recordation.
3. Chapman's Crossing shall be constructed, connected to Spring Station Road, and open for public use within 24 months of final plat approval of Section 13. The infrastructure director shall have authority to extend that timeline should significant weather events occur that impact the ability to construct the street within this timeframe. During this time the applicant/developer may submit a final plat application for Section 14, but further final plat applications shall not be accepted until the requirements for Chapman's Crossing have been met.

Alderman Duda made a motion to pass **FPL 106-2015** with staff conditions. Motion seconded by Commissioner Koss. Motion passed 7/0

5. **FPL 111-2015:** Submitted by O'Leary and Associates, LLC for Woodland Trace, Phase 2, Section 2. The property is zoned R-2, Planned Unit Development and contains approximately 8.18 acres. The applicant requests final plat approval for 88 single-family residential lots.

Engineering: The City Engineer has requested the following information and revisions –

1. The storm sewer, curb inlets and catch basins are not depicted consistent with the legend.
2. The storm sewer in Commons Drive from the first curb inlet upstream from the west detention pond to the north needs to be labeled by pipe diameter and materials of construction

Staff Conditions.

1. The approval of this final plat application shall remain valid for a period of two (2) years from the date of approval, during which time the applicant shall obtain all required signatures and record the plat.
2. Modifications to the final plat may require Planning Commission approval prior to recordation of the plat. Should modifications be proposed after the plat has been recorded, the regulations enforced at that time shall apply.
3. The completion of all sidewalks and associated ADA ramps are permitted to be installed at the time of construction for each dwelling unit. A certificate of occupancy will not be issued for any dwelling unit until the

required sidewalk and associated ADA ramp contiguous or adjacent to the dwelling or lot has been completed, inspected, and approved by the appropriate City staff.

4. This final plat approval does not include construction approval for the amenities area. The applicant/developer shall be required to prepare and submit a separate application for the design and construction of the amenities area for Planning Commission approval. Pursuant to the City's provisions governing planned unit developments, the amenities area is required to be completed and available for use of the residents once this phase is at 50% completion. Certificates of occupancy may be issued for 43 dwelling units in this phase, provided that those dwellings meet the City's requirements, before the amenities area is completed and available for use of the residents.
5. All engineering comments shall be addressed prior to obtaining signatures for recordation.
6. Sidewalk connection from the subject property shall be coordinated and approved administratively with staff to Marvin Wright Elementary School and shall be completed with the construction of the amenities area.

Alderman Duda made a motion to approve **FPL 111-2015** with the 5 staff conditions with an additional 6th condition. Motion seconded by Alderman Fitterer. Motion passed 7/0

6. **FPL 113-2015:** Submitted by O'Leary and Associates, LLC for The Reserve at Port Royal, Phase 5, Section 1. The property is zoned R-2, PUD (Planned Unit Development) and contains approximately 4.17 acres. The applicant requests final plat approval for 20 single-family residential lots.

Staff Conditions**:**

1. Final plat approval shall be valid for a period of two (2) years, during which time the final plat must be recorded.
2. Modification to the final plat may require Planning Commission approval prior to recordation.
3. Prior to obtaining signatures on the final plat, all engineering comments included herein shall be addressed and revisions made.

Alderman Duda made a motion to approve **FPL 113-2015** with staff conditions. Motion seconded by Alderman Fitterer. Motion passed 7/0

7. **FPL 115-2015:** Submitted by O'Leary and Associates, LLC for The Reserve at Port Royal, Phase 5, Section 2. The property is zoned R-2, PUD (Planned Unit Development) and contains approximately 3.74 acres. The applicant requests final plat approval for 19 single-family residential lots.

Staff Conditions:

1. Final plat approval shall be valid for a period of two (2) years, during which time the final plat must be recorded.
2. Modification to the final plat may require Planning Commission approval prior to recordation.
3. Prior to obtaining signatures on the final plat, all engineering comments included herein shall be addressed and revisions made.

Commissioner Hairston made a motion to approve **FPL 115-2015** with staff conditions. Motion seconded by Alderman Fitterer. Motion passed 7/0.

8. **FPL 116-2015:** Submitted by O'Leary and Associates, LLC for The Reserve at Port Royal, Phase 5, Section 3. The property is zoned R-2, PUD (Planned Unit Development) and contains approximately 9.89 acres. The applicant requests final plat approval for 35 single-family residential lots.

Staff Conditions:

1. Final plat approval shall be valid for a period of two (2) years, during which time the final plat must be recorded.
2. Modification to the final plat may require Planning Commission approval prior to recordation.

3. Prior to obtaining signatures on the final plat, all engineering comments included herein shall be addressed and revisions made.
4. The applicant shall dedicate public access easements with Open Space B, in accordance with the City's Bicycle and Greenway Plan.

Alderman Duda made a motion to approve **FPL 116-2015** with staff conditions. Motion seconded by Commissioner Koss. Motion passed 7/0.

9. **FPL 117-2015:** Submitted by O'Leary and Associates, LLC for The Reserve at Port Royal, Phase 5, Section 4. The property is zoned R-2, PUD (Planned Unit Development) and contains approximately 7.91 acres. The applicant requests final plat approval for 22 single-family residential lots.

Staff Conditions:

1. Final plat approval shall be valid for a period of two (2) years, during which time the final plat must be recorded.
2. Modification to the final plat may require Planning Commission approval prior to recordation.
3. Prior to obtaining signatures on the final plat, all engineering comments included herein shall be addressed and revisions made.
4. The applicant shall dedicate public access easements with Open Space D, in accordance with the City's Bicycle and Greenway Plan.

Alderman Duda made a motion to approve **FPL 117-2015** with staff conditions. Motion seconded by Commissioner Hairston. Motion passed 7/0.

10. **PPL 118-2015:** Submitted by Stanford & Associates for Wades Grove Section 15, 16, 17. The property is zoned R-2, PUD (Planned Unit Development) and contains approximately 53.29 acres. The applicant requests Preliminary plat approval for 111 single-family residential lots.

Staff Conditions:

1. Preliminary plat approval shall remain valid for a period of three (3) years, during which time the applicant/developer shall obtain all necessary permits, complete all applicable improvements, and submit final plat applications for review and approval.
2. Modifications to the plat may require Planning Commission approval prior to submittal of a final plat application. The Planning Commission may deny modification requests pursuant to all applicable criteria listed in the zoning ordinance.
3. The applicant shall be required to dedicate public access easements for trail and greenway extensions through the project boundary in accordance with the City's Bicycle and Greenway Plan. Easements shall be dedicated by final plat or by easement plat, should trail preparation and construction occur prior to completion of all required infrastructure associated with this preliminary plat. The applicant shall not be responsible for installing trail facilities.
4. Modification to the width of the culvert structures within the Chapman's Crossing right-of-way is required in order to accommodate a multi-use path along the street. The applicant shall coordinate with planning and engineering to identify the appropriate modifications, which may be approved administratively.

Alderman Duda made a motion to approve **FPL 118-2015** with staff conditions. Motion seconded by Commissioner Koss. Motion passed 7/0.

11. **PPL 119-2015**: Submitted by Brett Creasman, PE (Kimley-Horn) for Brixworth, Phase 4. The property is zoned R-2 (Medium Density) and contains approximately 36.31 acres. The applicant request Preliminary Plat approval for 84 single family lots.

Staff Conditions:

1. Preliminary Plat approval shall remain valid for a period of three (3) years, during which time all applicable permits obtained, improvements completed, and final plat applications submitted.
2. Modification to the approved plat may require Planning Commission approval prior to submittal of any final plat application. The Planning Commission may deny any modification request based on the City's Zoning Ordinance.
3. The construction details for Stewart Campbell Point shall be modified to include an additional two feet of pavement (one foot on each side) to accommodate the required bike lanes. Striping and signage for the bike lanes shall be compliant with the City's design guidelines for bike lanes. Prior to the issuance of permits, the applicant shall modify the plans accordingly and submit to the Planning Department for review and approval.

Alderman Fitterer made a motion to approve **PPL 119-2015** with staff conditions. Motion seconded by Commissioner Hairston. Motion passed 7/0

Other Business

Because a Work Session was not on the Planning Commissions calendar for December. The Planning Commission agreed to meet on December 29, 2015 for a Work Session.

Adjourn

_____ _____

Paul Downing, Chairman Dara Sanders P.C. Secretary

CITY OF SPRING HILL
HISTORIC COMMISSION
REGULAR MEETING MINUTES
NOVEMBER 5, 2015

## MINUTES

Chairman Jonathan Duda called the meeting of the Spring Hill Historic Commission to order at 6PM.

Present were Chairman, Jonathan Duda, Secretary, Deanne Collins, Bill Alsup and Hazel Nieves. Absent was Susan Zemek.
Guests present were Quint Qualls, Ricky Lynne Newman and Father William "Doc" Martin.

Approval of the September 3, 2015 Historic Commission meeting minutes and the acceptance of the cancelled meeting of October 1, 2015 was a motion by Bill Alsup and seconded by Jonathan Duda. The vote was 4 yes 0 no.

Comments of Interested Citizens – There were no comments at this time.

Chairman Comments Jonathan Duda reported on the Tennessee Civil War Sites Preservation Grant, which was not approved due to the need of affiliation with a 501c3 organization. The Battlefield Task Force was encouraged to resubmit the grant application when they have aligned with a non-profit organization.

## NEW BUSINESS

**Item #1** Sabre Entertainment and Soul Searchers representative, Ricky Newman presented what the newest films of historic sites were in Spring Hill. The first was for Rippavilla site outside the city limits. Jonathan made a motion to accept the film of Rippavilla and the cost of $250. Hazel Nieves seconded the motion. Passed with a vote of 4 yes 0 no.
The film of the Spring Hill Cemetery, which was filmed at night, was tabled until next meeting when the film would be viewed.

## OLD BUSINESS

**Item #1** The plans for the Annual Open House consisted of reports. Jonathan reported on the invitations and the promotions with estimated 30-40 attendees. Mayor Graham responded and he will attend. Bill Alsup and Deanne Collins reported on the facility and the layout of the tables for food and photo displays. Father Martin offered the coffee urn, tables, table clothes, wine glasses, plates and cutlery for the function. Hazel Nieves reported that she would take care of all the refreshments including the condiments for coffee. Deanne Collins presented an order of presentations for the open house as follow:

6 PM-set up and Scathe cast rehearse
7PM- guests arrive; enjoy photos of historic sites on display and refreshments

7:15 /7:30- Organist, Deannie Moore Plays 3-5 minutes as group moves into the Sanctuary
7: 35-Scathe Cast sings Spring Hill 3-5 minutes
7:40 Welcome by Jonathan Duda, Recognizing VIP's and Introduces Vicar Father Doc Martin
7:45-Father William "Doc" Martin speaks about the History of Grace Episcopal church
7:55- Jonathan presents Plague to Father Martin and closes the event

**ROUND TABLE DISCUSSION**

Hazel Nieves asked if at the next meeting we could set goals for the upcoming year. Chairman Duda acknowledged this and everyone agreed to dedicate the December meeting to planning.

**ADJOURNMENT**

Deanne Collins moved to adjourn the meeting. Motion seconded by Bill Alsup. Motion passed 4-0 at 7:05

Respectfully submitted,

Deanne Collins, Secretary

Jonathan Duda, Chairman

CITY OF SPRING HILL
HISTORIC COMMISSION
REGULAR MEETING MINUTES
MONDAY, DECEMBER 3, 2015
6:00 P.M.

## MINUTES

Chairman Jonathan Duda called the meeting of the City of Spring Hill Historic Commission to order at 6:04 P.M.

**Present** were Chairman Jonathan Duda, Secretary:Deanne Collins and At Large: Hazel Nieves. Susan Zemek and Bill Alsup were absent. Also present were Ricky Newman and Blair Morgan

**Approval** of the November 5, 2015 Historic Commission meeting minutes. Hazel Nieves moved to approve the November 5, 2015 Historic Commission meeting minutes. Motion seconded by Jonathan Duda. Motion to approve the November 5, 2015 Historic Commission meeting minutes passes 3yes-0 no.

**Comments of Interested Citizens** –Blair Morgan stated that the Historic commission's annual open house at the Grace Episcopal church was lovely and she enjoyed seeing the church and meeting the many people there.

**Chairman Comments** Chairman Duda introduced the subject of Spring Hill Commission's Issues/Goals. Stated that after Old Business the meeting will focus on projecting the 2016 year. Chairman Duda passed a prepared document to all present. (see attached)

## OLD BUSINESS

**Item #1**
Sabre Entertainment/Soul Searchers documentary video of the Spring Hill Cemetery was viewed. Jonathan Duda moved to decline the acceptance of the current video but to pursue a daytime cemetery video at a later date. Motion seconded by Hazel Nieves. After discussion the motion passed 2 yes, 0 no, 1 abstain.

**Item #2**
Jonathan Duda made a motion to authorize Soul Seachers to document by video the Spring Hill1 Grace Episcopal Church for a fee of $250. Motion seconded by Deanne Collins. Motion passed with a vote of 3 yes-0 no.

## NEW BUSINESS

### 2016 Historic Commission Issues/ Goals

**Item #1 Review of 2015 projects**

**Oral History Project** – Blair reported that the Spring Hill Friends of the Library would support the project. No actual steps towards the filming of interviews with older citizens is known.

**Fire Belle** The project was completed with a music video and the city wide celebration of the firetruck. Blair reported that the firetruck needs more visibility and should be at all public city celebrations.

**Soul Searchers** video documentation of historic sites in Spring Hill is well underway with 3 completed and one to be completed in February.

**Cemetery Project**- Locating all family burial sites in Spring Hill and recorded for GPS locations is completed. The manner of preserving these for the public viewing has not been established.

**Annual Open House** successfully completed.

## ROUND TABLE DISCUSSION

The Vision for the Historic commission and strategies to accomplish the vision.

1. Apply to the Certified Local Government (CLG) Program to become eligible for federal historic preservation funds.
2. Conduct cultural resources survey to create a working inventory list of Spring Hill's historic and cultural resources ie historic properties, structures, landscapes, artistic and human resources.
3. Seek local designation of existing National Register properties to ensure long-term preservation of the resources, and/or identify incentives for their preservation.
4. Pursue Main Street designation by National Trust for Historic Preservation and Tennessee Department of Economic Development.
5. Reaching out for community involvement and educational programs and brochures to enrich and excite the community about Spring Hill's historic value.

Jonathan Duda moved to adjourn the meeting. Motion seconded by Hazel Nieves. Motion to adjourn the meeting passes unanimously. Meeting adjourned at 7:00 p.m.

Deanne Collins, Secretary

Jonathan Duda, Chairman

# Spring Hill Historic Commission

**Issues / Goals Statements**

City of Spring Hill Comprehensive Plan: Spring Hill Rising 2040

**Natural and Cultural Resources Primary Issues**

Limited Cultural Resources - Spring Hill is fortunate to have several culturally and historically significant resources, but they are underutilized when compared to other cities in the region such as Franklin and Columbia.

Spring Hill has historically been deficient in terms of taking advantage of its resources as a source of community identity and tourist based economic growth.

Rural Historic Properties Threatened - Rural historic properties are threatened by development extending into rural areas.

**Natural and Cultural Resources Primary Opportunities**

Preserving Cultural and Natural History - Preservation initiatives can help identify and preserve those environmental and cultural features necessary to protect, ensuring future generations can enjoy Spring Hill's natural and cultural legacies.

**Economic Development Primary Opportunities**

Tourism – Increased tourism can allow the city to preserve and capitalize on its environmental, cultural and historic features.

**Community Vision**

Preserve historic and cultural resources that help define the community's sense of place and rich history, and ensure that the integrity and access to natural resources are protected

**Policy:** Promote the preservation of important historic properties, structures, and landscapes.

**Strategies to accomplish this Vision:**

1. Apply to the Certified Local Government (CLG) Program to become eligible for federal historic preservation funds.
2. Conduct cultural resources survey to create a working inventory list of Spring Hill's historic and cultural resources.
3. Seek local designation of existing National Register properties to ensure long-term preservation of the resources, and/or identify incentives for their preservation
4. Pursue Main Street designation by National Trust for Historic Preservation and Tennessee Department of Economic Development.

**Spring Hill Historic Commission**
**Current Projects – October 2015**

**Oral History Project** *Resolution 15-02 the commission endorses and affirms support of Spring Hill Oral History project.in order to preserve the history and memories of Spring Hill residents. The project will use the principles and best practices of OHA, the Oral History Association.the , individuals creations and preservations of oral histories to develop and adapt*

**Soul Searchers Video Project**

**Cemetery Project**

**Annual Open House**

**Past Projects**
**2001-2015**

**Professionally Photographing Historically Significant Homes & Sites**
Historic Commissioner Derrick Merrill photographed the 10 historically significant homes in Spring Hill. Chairman Jonathan Duda printed the photographs and framed them for display and preservation.

**Project Firebelle** *Resolution 14-02* Providing financial assistance to the restoration of a 1957 Fire Truck "Fire Belle" owned by the City of Spring Hill.

**National Historic Preservation Month**. *Resolution 15-01 recognizes May as National Preservation Month.*

**Civil War Markers** *Resolution 11-02 Funding the capital cost for placement of 4 (four) Civil War Trails Markers.*

**Scathe**, *A Civil War Incident in Middle Tennessee Resolution 11.03 Fund and Endorse an Arts Build Communities (ABC) Grant. Resolution 11-01, Resolution 12-01 Resolution 13-01Provide financial assistance for SCATHE: A Civil War Incident in Middle Tennessee A Historical Drama depicting Spring Hill in 1863 and the murder or assignation of General Earl Van Dorn by Dr. George Peters in the Martin Cheairs Home. The cast was made up of local actors and musicians.*

**150th Commempration of the Battle of Spring Hill** .*Resolution 14-04 financial support to Rippavilla for hosting the event.*

**Battle of Spring Hill Signage** *Resolution 14-03 The placement of Historic site destination signs on freeways and expressways to direct traffic to cultural Interest Area that is historic significant to a community.*

# CITY OF SPRING HILL
# BUDGET AND FINANCE ADVISORY COMMITTEE
# MONDAY, NOVEMBER 2, 2015
# 4:30PM

Present were: Amy Wurth, Bruce Hull, Chad Whittenburg, Victor Lay, Mayor Rick Graham, Dan Allen, April Goad, Jim Smith, John Pewitt, Travis Massey, Caryl Giles, Chief Don Brite, Brandi Smith, Jonathan Duda and Kyle Watson

Chairman Wurth called the meeting to order.

***Item #1 – Recommendation on Resolution 15-117 – Authorize the purchase of Pictometry Aerial Data (John Pewitt, GIS/IT Director)*** – John Pewitt stated we are on the three year rotation and it is time to do this now. Chairman Wurth made a motion to recommend Resolution 15-117. Seconded by Alderman Whittenburg seconded the motion. Motion carried; 3-0.

***Item #2 – Recommendation on Resolution 15-118 – Approve purchase of seven (7) new vehicles for the Police Department (Don Brite, Chief of Police)*** – Chief Brite is recommending seven Caprises for patrol to be purchased from an RFP we did earlier this year. Committee discussed. Total price of the vehicles is $181,524 from Lyons Chevrolet. Alderman Hull made a motion to recommend Resolution 15-118. Seconded by Alderman Whittenburg. Motion carried; 3-0.

***Item #3 – Recommendation on Resolution 15-119 – Authorize the purchase and installation of equipment for police vehicles (Don Brite, Chief of Police)*** – Chairman Wurth stated this total is outlined in the purchase evaluation form for $139,209.65. Alderman Hull made a motion to recommend Resolution 15-119. Seconded by Alderman Whittenburg. Motion carried; 3-0.

***Item #4 – Recommendation on Resolution 15-120 – Authorize the purchase of a replacement vehicle for Police Department (Don Brite, Chief of Police)*** – Chief Brite this is to replace a 2014 Impala that was rear-ended by a third party and totaled the vehicle. Insurance paid $17,858.50 and the cost of a new one from state contract is $19,126.00. The difference in price he will find in his budget or pay from the drug fund. Alderman Hull made a motion to recommend Resolution 15-120. Seconded by Alderman Whittenburg. Motion carried; 3-0.

***Item #5 – Recommendation on Resolution 15-121 – Authorize the sale of surplus radio equipment formerly used in Dispatch (Brandi Smith, Emergency Communication Director)*** – Brandi stated this is the old equipment we just replaced. We would sell it on GovDeals. Alderman Hull asked if it had been considered to be donated to a smaller department in another city as we have done in the past. Brandi stated she does not know of any departments around here because it is so outdated. Mr. Lay suggested distributing out and seeing if anyone does want it before we list it. Alderman Hull made a motion to recommend Resolution 15-121 unless Brandi finds someone to donate it to. Seconded by Alderman Whittenburg. Motion carried; 3-0.

***Item #6 – Recommendation on Resolution 15-126 – Approve replacement of Northside Telemetry (Caryl Giles, Water Treatment Plant Superintendent)*** – Caryl stated this is replacement of the unit that was struck by lightning in July. The funds to pay for this will be recovered through insurance.

Total cost will be $14,720. Alderman Whittenburg made a motion to recommend Resolution 15-126. Seconded by Alderman Hull. Motion carried; 3-0.

***Item #7 – Recommendation on Resolution 15-122 – Authorize Change Order No. 1 for Waste Water Treatment Plant Improvement Project (Dan Allen, Infrastructure Director)*** – Dan stated this is to change a meter that was not accurately reporting. It will be paid for from the sewer reserve fund. This is not because of an issue that was done incorrectly by the contractor. Committee discussed putting this out for bid based on the City's purchasing policy. Committee decided to pull from the BOMA agenda and put it out for bid.

***Item #8 – Recommendation on Resolution 15-123 – Authorize Change Order No. 1 for Hardin's Landing Water Tank Project (Dan Allen, Infrastructure Director)*** – Dan stated this is a cleanup item in regards to an insurance issue earlier in the year resulting in a reduction to the original contract amount. Alderman Whittenburg made a motion to recommend Resolution 15-123. Seconded by Alderman Hull. Motion carried; 3-0.

***Item #9 – Recommendation on Resolution 15-124 – Authorize Pay Request No. 1 for Cumberland Valley Contractors (Dan Allen, Infrastructure Director)*** – Dan explained this is the pay request less retainage to be held by the City for the WWTP. Final inspection has been done and this will be the only pay request. Alderman Hull made a motion to recommend Resolution 15-124. Seconded by Alderman Whittenburg. Motion carried; 3-0.

***Item #10 – Recommendation on Resolution 15-125 – Authorizing the design of nine (9) Transportation Projects on US 31 in the amount not to exceed $228,000 for Professional Engineering Services (Victor Lay, City Administrator)*** – Dan discussed funding from Adequate Facilities that was already budgeted ($750,000). This has been favorably recommended by TAC already. Dan reviewed a request from a developer to install a traffic signal at Tanyard Springs and Wilkes Lane and how it would affect the turn lanes at these intersections on the list. Committee discussed various areas for traffic signals. We can use the LIDAR information already gathered to help plan some of these projects; committee discussed strategy on getting the options done. Alderman Duda discussed adding the area in front of Dr. Maloof's office to extend the turn lane that far. Committee discussed. Dan will get with Jerome to estimate a cost. Alderman Duda discussed an email he had sent out regarding Buckner Lane and Thompsons Station Road if would have to be a separate resolution or if it could be rolled into this one. Dan stated he planned on doing that as a separate resolution; committee discussed how to move this along quickly. Alderman Hull made a motion to recommend Resolution 5-125. Seconded by Alderman Whittenburg. Motion carried; 3-0.

***Item #11 – Review/Status of City Sewer Credit Projects (Jim Smith, Finance Director)*** – Jim stated he had received some information from Chris on the status of some projects. The Commonwealth extension project is almost complete. The John Maher project in Wades Grove still has a small credit left. The Brixworth project has used about half of their credit. Committee discussed how we are adequately tracking the information.

***Item #12 – Review of Fiscal Year 2015/2016 Budget (Jim Smith, Finance Director)*** – Jim stated we are looking pretty good for the first three months. He gave a review of the numbers so far. Chairman Wurth asked for a one page summary to be added to the packet every month.

***Item #13 – Approval of BFAC meeting minutes – October 5, 2015*** – Alderman Hull made a motion to approve the BFAC meeting minutes for October 5, 2015. Seconded by Alderman Whittenburg. Motion carried; 3-0.

***Roundtable Discussion*** – Alderman Duda discussed the fire department vacation supplemental plan that shows a significant change to those employees. The effective date of the resolution 15-11 passed regarding the vacation pay is January 1, 2016. This plan would provide a one time bonus for the accrual to the fire personnel shift employee that would not expire and we would encourage them to space it out over time, to allow the individual employee to manage those hours. Alderman Duda reviewed the financial impact. Committee discussed effects on overtime. Chairman Wurth stated she would like to see what the budget numbers would be to pay out a one time lump sum for vacation accured. Kyle Watson discussed staffing and overtime. Committee discussed. Chairman Wurth stated the BOMA needs to provided departmental information from Chief Hood before a decision can be made on which option to choose. Alderman Whittenburg agreed.

Jim Smith stated the State has reduced the amount of assistance is given to disabled veterans on their property tax payments. Williamson County has offered to pick up the difference ($100 per person). Chairman Wurth stated she would like to see what the number would be budget-wise. Jim stated he could get that figure.

Alderman Duda asked about what the City needs to do get the hotel/motel tax passed, as Columbia has done. Mr. Lay has talked with Sheila but she feels it won't pass. He also mentioned it to Glen Cassada and Jeremy Durham. They indicated they would support it but also did not feel like it would pass.

(Audio recording of meeting is available on Company server file.)

Alderman Hull made a motion to adjourn; seconded by Chairman Wurth. Motion carried 3-0; meeting adjourned at 5:57pm.

James H. Smith

James H. Smith, Finance Director

Chairman, BFAC

Parks & Rec December 16, 2015 Minutes
---
6:30 p.m.

Members Present:
Alderman Kayce Williams, Dan Allen, Tim Hidley, Rob Dewitt, Ricky Newman, Quint Qualls, Vilma Cueva, Jay Powell

Public Comments/Commission Comments - Christmas Tree Lighting and the Parade went really well. Great responses from public. May have to add some more structure to the parade next year due to its continual growth.

**Agenda Items**

1.Approval of Minutes -
Motion to approve July minutes by Kayce Williams, seconded by Tim Hidley, unanimous approval.

2.Discussion on the future of parks with Dan Allen -
Dan discussed different strategies such setting aside some funding every year for land inventory, pursing grants for our bike and greenway plan, better usage of things we already have such as Evans Park (Kevin has been working on a survey to get public input), ideas for the Derryberry Rd property, increasing activity on items that have been in the wings such as the Walmart property etc. He asked for some input from the commission on ranking those items. Kayce expressed interest in reaching out to some of the developers, HOA's, and subdivisions about open space that they might be willing to allow us to turn into public areas. Vilma suggested possibly partnering with Thompson's Station on a project. Ricky suggested talking to Churchill Farms. Tim suggested an area near Hurt Road. Kayce discussed the Walmart property - ideas, needs, opportunities, issues - and issues with Evans explaining that Kevin has already begun working with Jerome on this. Kayce brought up items that the items that the commission had previously submitted for future projects - finishing the skate park, frisbee golf, using sewer easements for walking trails from Harvey park north, trailheads and signage for existing trails. Ricky asked about plans for Buckner Road and Dan explained where we are in that project. Kayce discussed pocket parks, shared Kingsport TN's parklettes for food trucks, and little courtyard type areas she has seen in other cities. She suggested using - not purchasing - pieces of vacant land downtown for these little areas that could be easily removed if the owner decided to develop it.

Kayce offered that her personal preference is to find small areas to use, finish existing projects, or make improvements to existing parks as a way to continue moving parks and rec forward instead of looking to spend large amounts of money on new purchases of property right now as we have many transportation items that really need to move to the front burner.

Ricky shared that the Arts Commission's primary goal is finding a place and funding for a performing arts center and they would be very interested in partnering with P&R on that project.

Rob shared his #1 long term item would be to acquire donated property in the north part of town to build another Port Royal/ Crocket Park style park incorporating an arts center. His top short term

items would be redesigning Evans Park, a smaller park in the north part of the city like the Walmart property,

Tim shared that his long term item would be acquiring land. His top short term projects would be to expand the playground at Port Royal Park to include more apparatuses for toddlers, the BMX addition to the wooded area of the skate park as the majority of that project is very inexpensive, and Evans Park redesign or other projects labeled as "park enhancements." Dan liked the idea of allocating an amount yearly for that. Kayce offered up a suggestion of adding little mini spray pads (no toys just water sprays ) at existing parks as another place for kids to be able to play in the water and then cap off the sprays in the winter and allow those pads to be used for sidewalk chalk areas in the colder months.

Vilma's top long term item is another Port Royal on the north side of the city as it's faster for her to get to Thompson's Station park than Port Royal Park. Her short term projects would be the Walmart property, the Evans Park redesign, privacy fencing for the house adjacent to McLemore Park as people are wandering into their yard, and little courtyard type areas as discussed earlier.

Dan discussed pursuing some grants for improving the downtown area which could include those little areas. He also discussed our demographics showing a need for amenities for seniors and the large amount of requests for sports facilities. A good variety of activities for a growing diversity of residents. Ricky stated the need for good lighting on the walking trails and agreed with our prior discussions to be original with our future designs as attractions. Gave an example of adding hammocks to some areas in the parks and maybe obstacle courses. Time echoed the idea of making sure we have diverse amenities and nature play which we have discussed before.

Everyone seems to agree that another large scale park is needed in north Spring Hill as the long term focus and that park enhancements are the main goal in the short term. Tim said that we would like to see a recurring budget/CIP line item for park enhancements. Dan explained the methods he uses for programming CIP and how he could plug things in. He also discussed the plans he and Kevin have worked on for better Movies in the Park infrastructure.

Round Table -

- Kayce: expiring terms- Eliot and Brooke. Anyone that would like to apply please do so online and we will need to re-do our officers in January.
- Next meeting Jan 28th 6:30
- Please forward any additional ideas to everyone
- Kayce thanked everyone for all of their hard work at Christmas time and asked for prayers for those that are facing medical struggles right now.

Adjourn

Prepared by:_____
Alderman Kayce Williams, Chairman

Approved:_____ Date_____

# LBOT Minutes

| Regular Bi Monthly Meeting | | |
|---|---|---|
| 9.29.2015 | 6:00 pm | Spring Hill Library |

| | |
|---|---|
| Meeting called by | Trent Jones |
| Type of meeting | Regular Called Meeting |
| Call to Order | 6:11 pm |
| Board Members Present | Erin Grugett, Trent Jones, Brandon McCulloch, Blair Morgan, Ross Stevenson |
| Board Members Not Present | Susan Zemek |
| Attendees | Gail Adkins, Marion Bryant, Beth Cottrell |

## Topics Discussed

**Old Business:**

- Reading and Approval of July 2015 minutes
  Motion to Approve Minutes with the Next Regular Meeting date being changed from September 15th to September 29th – Mr. McCulloch
  Second – Ms. Grugett
  Unanimous approval

**New Business:**

- Election of New LBOT Officers -
  Motion to elect new officers at the November Regular Meeting to allow for a full board 7 members to be in attendance – Mr. McCulloch
  2nd – Ms. Morgan
  Unanimous approval
- Selection of committee members – postponed to the next regular meeting
- Amended Budget –
  Motion to authorize Gail to submit an amended budget to include the full cost of the new staff and benefits to the board for approval at the next meeting. – Mr. Stevenson
  2nd – Mr. Jones
  Unanimous approval

**Reports:**

- Director's report
- Buffalo River Region
- Friends of Library – Book sale on Halloween. July sale $1491.00, July August permanent sale $1040.00. Permanent Sale $3338 YTD.

Next Regular Meeting – November, 17 at 6:00.

Meeting Adjourn – 8:13 pm

# City of Spring Hill
# Transportation Advisory Committee

**Regular Meeting Minutes**
**Monday December 21, 2015 at 4:30pm**
**(City Hall Conference Room)**

Chari Whittenburg called the meeting to order at 4:30 PM. Present were Alderman Whittenburg, Williams and Fitterer. Also present were Mayor Graham, Victor Lay, Dan Allen, Jim Smith, Jeff Foster, Jerome Dempsey, Dara Sanders, Tom Wolf, Chris Sacks and Alderman Duda. Also present were a number of citizens and reporters.

Fitterer moved to approve minutes from November 16, 2015. Second by Whittenburg. Motion passed 3-0

**Business**

1. STANDING ITEM #1 Proposed HWY 31 Widening Plan Mr. Allen re-capped MPO announcement. Does not expect significant change effecting COSH projects between now and February 2016. Mr. Allen will be reviewing study options presented by Wiser data and share with TDOT. Mr. Dempsey is awaiting LiDar data to finalize 9 Hwy 31 design projects.

2. Discussion and recommendation to BOMA for access management policy on northern Hwy 31 Mr. Allen presented signalization and access options in conjunction with proposed Plant property development and potential Magli property development. Option 1 focuses on throughput, with one light in the vicinity of the entrance to AutoZone and Starbucks, plus a new access road developed along the Wilkes/Magli property. Option 2 focuses upon access into developments, with signalization called for at Willeford Dr and near entrance to Dr. Maloof's current office. Williams stated preference for single light at Willeford Dr, and that RI/RO improvements would be sufficient for Wilkes Ln. Fitterer stated preference for option 2, with location of southern light to be determined upon actual usage and build out of Magli property. Whittenburg stated preference for Option 2. Motion by Whittenburg to recommend to BOMA northern light on Willeford Dr, with south signalization to be determined in the future. Second by Williams. Motion passed 3-0

3. Duplex Update. Mr. Allen stated that he has been advised by TDOT that Duplex ROW needs to be completed by Oct 2016 to be penciled in for FY17 funding. Mr. Lay stated the largest time drag on the process is the phone calls to various creditors with liens on each individual piece of property. Mr. Lay and Mr. Allen would like to bring proposal to add additional labor to project. TAC verbalized support of such proposal.

4. Campbell Station Turn lane Being designed

5. Discussion of Turn Lanes for intersection of Thompson's Station Rd and Buckner Lane

   Mr. Allen presented design. Duda discussed Town of Thompson's Station adoption of complete street standards, which include bike paths. Duda also asked that proposed new WCS school for Clayton Arnold be considered for potential future increased traffic.

6. Buckner Rd –Discussion of 5 lane concept and context sensitive design elements. Mr. Allen and Volkert presented preliminary 5 lane design. Mr. Allen provided data documenting that anything less than 5 lane design would prove to be in adequate in the future, even assuming minimal density in

current Alexander property. Variety of context sensitive design elements presented. Next step is to prepare base cost estimates.

7. Public Engagement Buckner and Buckner. Mr. Allen and Mr. Paige to coordinate, will be non-traditional town hall style. Social media and online engagement have proven to draw greater citizen engagement.

8. Crossing Circle North Per study, box and culvert crossing of creek is not possible. Must be bridge construction. Full build out estimate to be $4.48M, $1.78M of which is bridge. TAC discussed possible public/private partnership options. Staff directed to discuss with land owners possibility of City constructing bridge only.

9. Discussion on Town Hall meeting with TDOT. Fitterer to work on coordinating for early 2016.

10. Miles Johnson/Hwy 31 signalization update Under construction

11. Introduction of First Draft of Pavement Preservation Plan City staff has inspected every public road in city, and scored utilizing standard principles. Scale of Very Good to Poor. Objective is to ensure a more accurate and objective measure for budgeting and repaving maintenance schedules. Goal is to ensure every road meets minimum standard of 'fair'. Cost estimate to re-pave every Poor/Very Poor road is $2.5M. Staff to finalize, TAC to recommend to BFAC.

12. Discussion on TDOT restriping of Hwy 31 to incorporate bike lanes. Dude requested TDOT be notified of city's interest in including bicycle lanes in future resurfacing and restriping. Staff to notify.

13. FY16/17 Transportation funding priorities. TAC discussed including Crossing Circle North or South. Further discussion to be had at BOMA retreat in January.

14. Planning Commission Update none

15. Citizen request, problem areas, etc Cobblestone traffic calming device has been installed. Second device to be installed once road is released from developer to City. Will monitor effectiveness.

Round Table Discussion and citizen comments – none.

Fitterer moved to adjourn, Williams second. Meeting ended at 6:10 PM.

# CONSENT AGENDA ITEMS

# RESOLUTION 16-01

## A RESOLUTION TO AUTHORIZE THE PURCHASE OF A BUCKET TRUCK FOR THE PUBLIC WORKS DEPARTMENT

**WHEREAS**, the City of Spring Hill is in need of a bucket truck in the Public Works Department; and

**WHEREAS**, City Staff wishes to purchase a previously owned, 2008 bucket truck; and

**WHEREAS,** the City of Spring Hill, Board of Mayor and Aldermen allocated funds for this purchase in the 2015-2016 fiscal year budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen authorizes the purchase of a bucket truck from United Utilities in the amount of $49,500.00, as recommended by the Budget Finance Advisory Committee on January 4, 2016.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 19th day of January 2016.**

_____
Rick Graham, Mayor

ATTEST:

_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____
Patrick Carter, City Attorney

| | | | |
|---|---|---|---|
| **Truck Specs** | | **Bucket Information** | |
| | | | |
| Year & Make: | 2008 Dodge 5500 | Make: | Versa-Lift |
| VIN#: | 3D6WC76A78G121555 | S/N: | GE050055 |
| Engine Type: | 607 Cummins Diesel 305HP | Model: | VST240IR |
| Transmission: | Automatic | Working Height: | 45’ |
| Tire Size: | 225/70R/19.5 | Basket Configuration: | 1 1/2Man 24x30 |
| Tire Condition: | 40% | Tool Circuit: | Yes |
| Paint Color: | Red | Outriggers: | Yes |
| Front Axle: | 7,000 | Insulated Boom: | Yes |
| Rear Axle: | 13,500 | Jib/Material Handler: | Yes |
| Brakes: | Hydraulic | Winch: | Yes |
| GVWR: | 19,500 | | |
| Mileage: | 31,622 | | |
| Body Type: | 11’ Utility Body | | |
| | | | |
| Accessories: | A/C; AM/FM; Cruise | | |
| | | | |

Utility Body: 11’ Utility body with 30” tailshelf w/thru box.
Tread plate overlay on compartment tops.
Master lock system, wheel well chock holders.
Thru shelf with rear door in street side compartment.

| Comp Layout – Street Side | Curb Side |
|---|---|
| 1st Vert. – 8 Combo Hooks 2-4-2 | Open Compartment |
| 2nd Vert. – 2 adj shelves | 2 Adj shelves |
| Horiz - Open Compartment | 1 Bolt-in shelf |
| 3rd Vert. - Combo Hooks 1-3-1 | Open Compartment |

Notes:

- Device Manual Provided
- Lift Meets and/or Exceeds All ANSI Requirements and Truck D.O.T. Inspected

Log In / Dealer Login
Select Language
Home | Register | Site Map | Contact Us

Post A Free For-Sale Listing
Post A Free Want-To-Buy
Post A Free Want-To-Rent
Parts Search
Find Dealers |
Industry Jobs
Stolen Equipment
Subscription Headquarters |
UpcomingAuctions.com
NeedAHauler.com
NeedALender.com
Industry Web Sites |
Advertising |
About *Machinery Trader*
Extras |
**Beware Of Internet Scams!**

# 2009 ALTEC AT37G

EMAIL THIS | FINANCIAL CALCULATOR | NEED A HAULER | PRINT THIS | ADD TO WATCHLIST | RETURN TO PREVIOUS PAGE

**Price: $43,900** USD

## Seller Information

**Truck Site**
Sacramento, California
**Phone:** (916)245-7288

**Email Truck Site**

## Get A Free Shipping Quote

**Item Is:** ○ Already Purchased ○ Planning to Purchase

**From:** Enter a Postal Code **To:** Enter a Postal Code

**Ready to Ship By:** **Date Needed By:**

Get Quote

## Get Free Financing Quote

**Loan Amount Needed:** (USD)
**Desired Term Length:**
NeedALender.com Submit

**Share On:** G+1

## Description

2009 Ford F550 XL SD 4x4 Bucket Truck, 6.4L Diesel, Auto Transmission, 138,000 Miles, A/C, Cruise Control, Altec AT-37G Articulating Bucket, 350 lbs Capacity, 42' Working Height, Insulated Boom, Tool Circuits at Platform & Body, Dimensions Inverter, 12,000 lbs Front Winch, Federal Signal Safety Bar, Remote Controlled Spot Lights, 9' Utility Bed, Back Up Camera, Very Clean Well-Maintained Ex-Utility Co. Unit

## Equipment Specifications

| | |
|---|---|
| **Year** | 2009 |
| **Manufacturer** | ALTEC |
| **Model** | AT37G |
| **Location** | Sacramento, California |
| **Condition** | Used |
| **Stock Number** | 1292443 |
| **Capacity** | 350 lb |
| **Drive** | 4WD |

Return To Previous Page

Copyright & Legal Notice Privacy Policy Site Map

Log In / Dealer Login
Select Language
Home | Register | Site Map | Contact Us

Post A Free For-Sale Listing
Post A Free Want-To-Buy
Post A Free Want-To-Rent
Parts Search
Find Dealers |
Industry Jobs
Stolen Equipment
Subscription Headquarters |
UpcomingAuctions.com
NeedAHauler.com
NeedALender.com
Industry Web Sites |
Advertising |
About *Machinery Trader*
Extras |
**Beware Of Internet Scams!**

# 2009 ALTEC AT37G

EMAIL THIS | FINANCIAL CALCULATOR | NEED A HAULER | PRINT THIS | ADD TO WATCHLIST | RETURN TO PREVIOUS PAGE

**Price: $44,900** USD

## Seller Information

**Altec NUECO LLC.**
St. Joseph, Missouri
**Phone:** (205)340-8008

**Email Altec NUECO LLC.**

## Get A Free Shipping Quote

**Item Is:** ○ Already Purchased ○ Planning to Purchase

**From:** Enter a Postal Code **To:** Enter a Postal Code

**Ready to Ship By:** **Date Needed By:**

Get Quote

## Get Free Financing Quote

**Loan Amount Needed:** (USD)
**Desired Term Length:**
NeedALender.com Submit

**Share On:** G+1

## Description

Unit Specifications

Unit Serial Number: 1008DE10159
Unit Manufacturer: ALTEC
Unit Model: AT37-G
Unit Year: 2008
Unit Mount: BEHIND THE CAB
Working Height: 42 ft
Platform: SINGLEMAN
Primary Stabilizer: MODIFIED A-FRAME OUTRIGGER
Auxiliary Stabilizer: NONE
Material Handler: NO
Boom Classification: Insulating

Chassis Specifications

Chassis Year: 2009
Chassis Manufacturer: CHEVROLET
Chassis Model: C5500
Chassis Mileage: 62,196
Chassis VIN: 1GDE5C3919F406622
Fuel Type: DIESEL
Engine Model: 7.8L;DIESEL;;
Transmission Type: AUTOMATIC
Brake Type: HYDRAULIC
GVWR: 19,500 lb
Drive Train: 4x4
Under CDL: Yes

## Equipment Specifications

| | |
|---|---|
| **Year** | 2009 |
| **Manufacturer** | ALTEC |
| **Model** | AT37G |
| **Location** | St. Joseph, Missouri |
| **Serial Number** | 1008DE10159 |
| **Condition** | Used |
| **Stock Number** | 32558248 |

Return To Previous Page

Copyright & Legal Notice Privacy Policy Site Map

Copyright © by Sandhills Publishing Company 2015. All rights reserved.

Log In / Dealer Login
Select Language
Home | Register | Site Map | Contact Us

Post A Free For-Sale Listing
Post A Free Want-To-Buy
Post A Free Want-To-Rent
Parts Search
Find Dealers
Industry Jobs
Stolen Equipment
Subscription Headquarters
UpcomingAuctions.com
NeedAHauler.com
NeedALender.com
Industry Web Sites
Advertising
About *Machinery Trader*
Extras
**Beware Of Internet Scams!**

# 2010 ALTEC AT37G

EMAIL THIS | FINANCIAL CALCULATOR | NEED A HAULER | PRINT THIS | ADD TO WATCHLIST | RETURN TO PREVIOUS PAGE

**Price: $59,900** USD

## Seller Information

**Altec NUECO LLC.**
Birmingham, Alabama
**Phone:** (205)340-8008

**Email Altec NUECO LLC.**

## Get A Free Shipping Quote

**Item Is:** Already Purchased / Planning to Purchase

**From:** Enter a Postal Code **To:** Enter a Postal Code

**Ready to Ship By:** **Date Needed By:**

Get Quote

## Get Free Financing Quote

**Loan Amount Needed:** (USD)
**Desired Term Length:**
NeedALender.com Submit

**Share On:** G+1

## Description

2010 Freightliner M2-106, 131641 miles, Duramax 6.6L, 19500 GVWR, 4x2, 42' working height.

## Equipment Specifications

| | |
|---|---|
| **Year** | 2010 |
| **Manufacturer** | ALTEC |
| **Model** | AT37G |
| **Location** | Birmingham, Alabama |
| **Condition** | Used |
| **Stock Number** | 38978354 |

Return To Previous Page

Copyright & Legal Notice Privacy Policy Site Map
Copyright © by Sandhills Publishing Company 2015. All rights reserved

330-749-7671 Sales@UtilityTruckTrader.com

# 2011 Versalift SST-40-EIH / Ford F-550 4x4

PRINTER FRIENDLY SPECS & PHOTOS

**Price: $71,995**
**Location: PA**
To get more information on this unit, use the inquiry form below.

Stock #: 7140-4462
VIN:

2011 Ford F-550 4x4 with a 6.7L Diesel Engine with an Automatic Transmission and a Versalift SST-40-EIH, Insulated, Telescoping & Articulating, 45' Workheight Aerial Bucket.

## Unit Details:

| | |
|---|---|
| **Chassis YMM:** | 2011 Ford F-550 4x4 |
| **Miles:** | 29,534 |
| **Engine:** | 6.7L Diesel |
| **Transmission:** | Automatic |
| **Equipment YMM:** | 2011 Versalift SST-40-EIH |
| **Work Height:** | 45' |
| **Capacity:** | 350 lbs |
| **Outriggers:** | No |
| **Insulated:** | Yes |
| **Bucket Style:** | Single Man |
| **Material Handling:** | No |
| **Body Style:** | Service Body |
| **Hitch:** | Pintle Hitch |

**DATE:** Dec. 29, 2015

**TO:** BOMA

**FROM:** Jeff Foster, Public Works Director

**RE:** Authorization to purchase a used bucket truck

---

**OVERVIEW: The Public Works Department requests authorization to purchase a used 2008 Dodge bucket truck United Equipment.**

**HIGHLIGHTS:**

- This request is to purchase a used 2008 Dodge bucket truck

**PROJECT/CONTRACT UPDATES:**

- This request is a budgeted item in this year's budget.
- Cost of vehicle is $49,500.
- Amount budgeted for this purchase was $50,000.
- Truck will be used for street lights maintenance, trimming trees over streets, etc.
- Mileage is 31,622 and truck has a Cummins motor

**ACTION ITEMS:**

- Request that this authorization to purchase be approved.

**CONCERNS/ISSUES/PROBLEMS:**

- None

Respectfully,

Jeff Foster, Public Works Director

3
4
5
RPM × 1000
0
10
20
30
40
50
60
70
80
90
100
110
120
0
20
40
60
80
100
120
140
160
180
200
MPH km/h
31622

# RESOLUTION 16-06

## A RESOLUTION TO ACCEPT THE DONATION OF THE RIGHT-OF-WAY (ROW) FOR U.S. 31 COLUMBIA PIKE ON THE WEST SIDE OF SAID STREET NORTH OF CAMPBELL STATION PARKWAY

**WHEREAS,** a Quit Claim Deed has been prepared and offered for dedication to the City of Spring Hill by SUNTRUST BANK; and

**WHEREAS,** U.S. 31 Columbia Pike is identified as an arterial road in the Spring Hill Major Thoroughfare Plan; and

**WHEREAS,** it was deemed necessary to install a designated "right turn" lane in southbound U.S. 31 Columbia Pike north of Campbell Station Parkway to facilitate right turn movements onto Campbell Station Parkway; and

**WHEREAS,** the Board of Mayor and Aldermen has determined that it is in the City of Spring Hill's best interest to accept the ROW for same to ensure a smooth and safe traffic flow from southbound U.S. 31 Columbia Pike onto Campbell Station Parkway.

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Mayor and Aldermen for the City of Spring Hill authorizes the Mayor to accept the donation of the ROW for U.S. 31 Columbia Pike, as described on the attached EXHIBIT A and as shown on the Attached EXHIBIT B, and execute the necessary documents to complete the conveyance to the City of Spring Hill, Tennessee.

**Passed and adopted by the board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of January, 2016.**

_____
Rick Graham, Mayor

ATTEST:

_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____
Patrick Carter, City Attorney

THIS INSTRUMENT PREPARED BY:
Return to: GRAYBILL, LANSCHE & VINZANI, LLC
2721 Devine Street
Columbia, SC 29205

**RIGHT OF WAY DEED**

Pick Up

| Address New Owner: | Send Tax Bills To: | Map/Parcel Numbers: |
|---|---|---|
| City of Spring Hill<br>199 Town Center Parkway<br>Spring Hill, Tennessee | Same | Part of 153-9.05 |

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100th DOLLARS ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SUNTRUST BANK (the "Grantor"), does hereby quitclaim and convey to the CITY OF SPRING HILL, a municipal corporation organized under the laws of the State of Tennessee (the "Grantee"), all of the Grantor's right, title and interest, if any, in and to that certain real property in Williamson County, Tennessee, more particularly described on Exhibit A attached hereto (the "Property").

Said Property is further shown as R.O.W. Dedication -834 Sq. Ft. (0.019 Ac.+/-) on Exhibit B attached hereto.

TO HAVE AND TO HOLD said Property, together with the appurtenances, hereditaments, estate, title and interest thereto belonging, to Grantee, forever.

The conveyance described herein is subject to such limitations, restrictions and encumbrances as may affect the Property or any portion thereof. Grantor makes no representations or warranties whatsoever with regard to the Property or the Grantor's interest therein.

[Signatures on Following Pages]


BK: 6554 PG: 275-280
15037981
6 PGS:AL-DEED
400331
09/02/2015 - 01:34 PM

| | |
|---|---|
| BATCH | 400331 |
| MORTGAGE TAX | 0.00 |
| TRANSFER TAX | 40.33 |
| RECORDING FEE | 30.00 |
| DP FEE | 2.00 |
| REGISTER'S FEE | 1.00 |
| TOTAL AMOUNT | 73.33 |

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

IN WITNESS WHEREOF, the undersigned Grantor has caused this instrument to be executed as of the 8th day of May, 2015.

**GRANTOR:**

SUNTRUST BANK

By: Liza Littrell
Name: Liza Littrell
Title: First Vice President

STATE OF GEORGIA
COUNTY OF FULTON

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, Liza Littrell, with whom I am personally acquainted, and who acknowledged that himself/herself to be First Vice President of SunTrust Bank, the within named Grantor, and that he/she as such First Vice President executed the within instrument for the purposes therein contained, by signing the name of the company as its First Vice President.

WITNESS my hand, at office, this 8th day of May, 2015.

Nicol L. Curtis
Notary Public

My Commission Expires:

June 17, 2018

NICOL L. CURTIS
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JUNE 17, 2018
COBB COUNTY, GEORGIA

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

The actual consideration for this transfer or value of property transferred (whichever is greater) is $ 10,900.

Sworn to and subscribed before me this 29 day of May, 2015.

Notary Public

HALEY C. FLOYD
NOTARY
PUBLIC
SOUTH CAROLINA

My Commission Expires:
9-16-18

EXHIBIT A

Being a tract of land lying in Spring Hill, Williamson County, Tennessee, also being part of Lot 1 of the Final Plat of Magli/Campbell Spring Hill, as of record in Plat Book 45, Page 141, at the Register's Office for Williamson County, Tennessee, and being more particularly described as follows;

Beginning at a point at the intersection of the northerly right-of-way line of Campbell Station Parkway and the westerly right-of-way line of U.S. 31 Columbia Pike;

Thence leaving the westerly right-of-way line of U.S. 31 Columbia Pike, with the northerly right-of-way line of Campbell Station Parkway, North 76 deg 28 min 28 sec West, 6.63 feet to a point;

Thence leaving the northerly right-of-way line of Campbell Station Parkway, with a line through said Lot 1, also being the property of SunTrust Bank, as of record in Deed Book 4131, Page 974, at the Register's Office for Williamson County, Tennessee, for the following three calls;

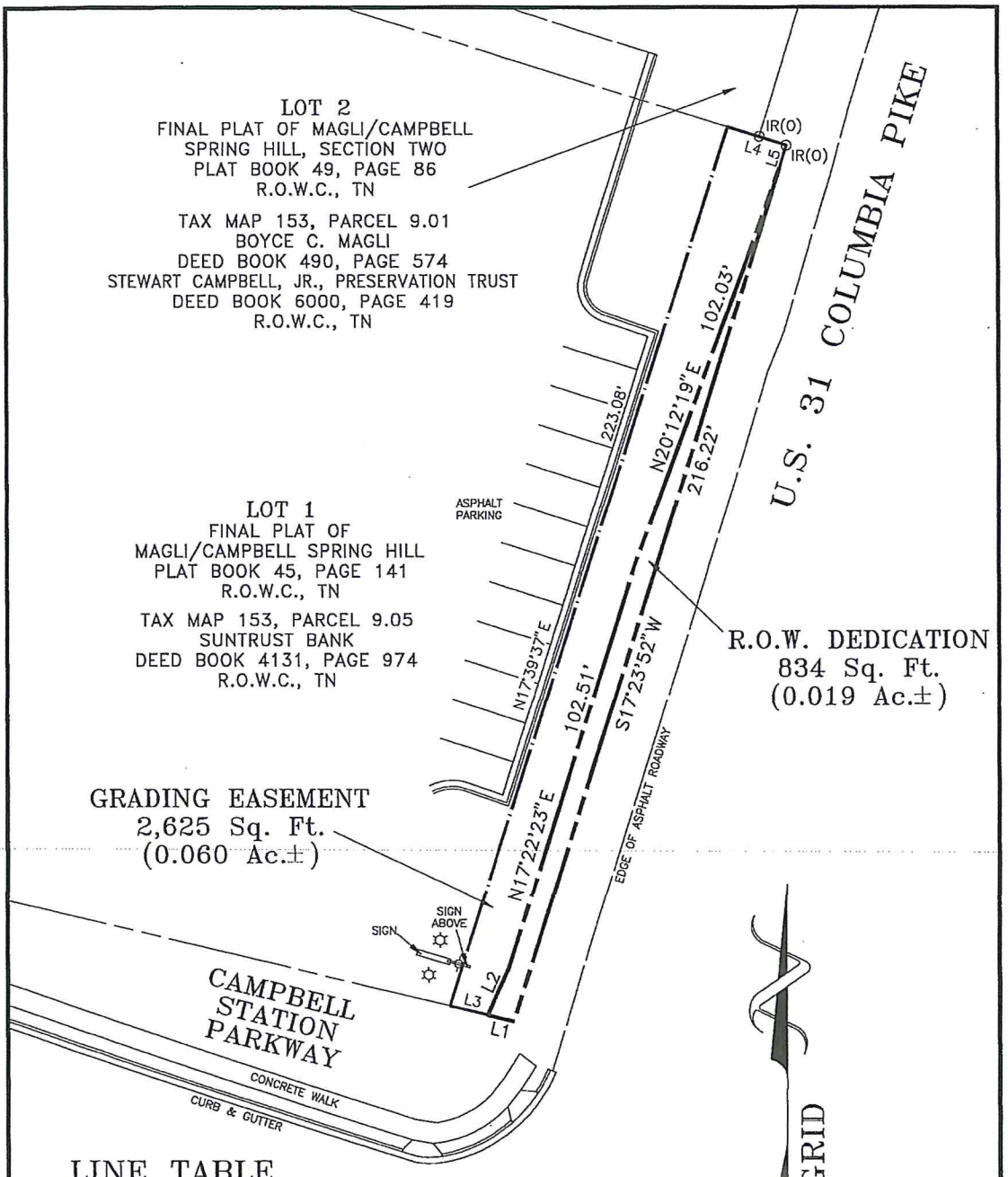
1) North 25 deg 07 min 31 sec East, 12.36 feet to a point;
2) North 17 deg 22 min 23 sec East, 102.51 feet to a point;
3) North 20 deg 12 min 19 sec East, 102.03 feet to a point in the westerly right-of-way line of U.S. 31 Columbia Pike;

Thence with the westerly right-of-way line of U.S. 31 Columbia Pike, South 17 deg 23 min 52 sec West, 216.22 feet to the **POINT OF BEGINNING**. Containing 834 square feet or 0.019 acres more or less.

Being part of the same property conveyed to SunTrust Bank, as of record in Deed Book 4131, Page 974, at the Register's Office for ~~Davidson~~ County, Tennessee.

WILLIAMSON

EXHIBIT B




## LINE TABLE

| Line | Length | Bearings |
|---|---|---|
| L1 | 6.63' | N76°28'28"W |
| L2 | 12.36' | N25°07'31"E |
| L3 | 9.46' | N76°28'28"W |
| L4 | 15.03' | S72°39'13"E |
| L5 | 5.78' | S17°23'52"W |

| | | | | | |
|---|---|---|---|---|---|
| Lot: | 1 | Subdivision: | Final Plat of Magli/Campbell Spring Hill | | |
| Tax Map: | 153 | Parcel: | 9.05 | Survey Type: | Property Exhibit |
| Owner: | SunTrust Bank | Deed Book: | 4131 | Page: | 974 |
| Scale: | 1" = 30' | Job Number: | 14040ex | Dated: | Oct. 21, 2014 |


**Cherry Land Surveying, Inc.**
622 West Iris Drive, Nashville, Tennessee 37204
Phone: (615) 269-3972 E-mail: cherryls@comcast.net

# CERTIFICATE OF SATISFACTORY COMPLETION

Dec. 21, 2015

Tennessee Spring Hill Wilkes

Shop of Campbell Station

Highway 31 Turn Lane

Development Name: Tennessee Spring Hill Wilkes

Phase or Section of Construction: Lot 2 3 & 4 Magli/Campbell Section 2

Public Improvements: (Highway 31 Turn Lane)

I hereby certify that I have supervised and inspected the improvements to ensure that the design intent has been achieved.

Record Drawings have been submitted by Applicant's engineer to the City pursuant to ordinance requirements.

Further, Developer must establish a Maintenance Surety with the City to guarantee defects in workmanship or materials for a one year period.

Wayne Patterson

City of Spring Hill Utility Inspector (signature)

WAYNE PATTERSON

Printed name:

Approved By:

Jeff Foster

Jeff Foster, Director of Public Works

199 TOWN CENTER PARKWAY P.O. BOX 789 SPRING HILL, TN 37174

PHONE (931)486-2252 NASHVILLE LINE (615)248-6307 WILLIAMSON CO. (615)599-2614 FAX (931)486-0516

**FORM FOR OFFER OF**
**IRREVOCABLE DEDICATION**

**AGREEMENT** made this____ day of_____2015, by and between the City of Spring Hill a municipal corporation, having its office and place of business at 199 Town Center Parkway, Spring Hill, Tennessee, hereinafter designated as the "City" and TN SPRING HILL WILKES, LLC a South Carolina limited liability company, having its office and place of business at hereinafter designated as the "Developer".

**WHEREAS,** the Spring Hill Planning Commission is in the process of approving a subdivision plat entitled Final Plat of Revision One Magli/Campbell Spring Hill, Section Two dated and January 9, 2015 prepared by Cherry Land Surveying, Inc. and

**WHEREAS,** said plat designates certain public improvements consisting of Roads, Right of Way to be dedicated to the City of Spring Hill free and clear of all encumbrances and liens, pursuant to the requirements of the Spring Hill Planning Commission and the City; and

**WHEREAS,** the Developer, simultaneously herewith, shall post a performance surety with the City for the construction, maintenance, and dedication of said improvements, if required;

**WHEREAS,** the Developer is desirous of offering for dedication the said improvements and land to the City more particularly described in Schedule I attached hereto;

**WHEREAS,** the Developer has delivered copies of Documents or Deeds of conveyance to the city for the said land and improvements as described herein;

**NOW, THEREFORE,** in consideration of the sum of one dollar ($1.00) lawful money of the United States paid by the City to the Developer and other good and valuable consideration, it is mutually **AGREED** as follows:

A. The Developer herewith delivers to the City copies of Documents or Deeds of conveyance for the premises described in Schedule I attached hereto, said delivery being a formal offer of dedication to the City until the acceptance or rejection of such offer of dedication by the City.

B. The Developer agrees that said formal offer of Dedication is irrevocable and can be accepted by the City at any time, at which time Developer shall deliver the original Deeds of conveyance to the City.

C. The Developer agrees to complete the construction and maintenance of the land and improvements pursuant to the performance surety and the requirements of the Spring Hill Planning Commission and any ordinances, regulations, requirements, covenants, and agreements that may be imposed by the City with respect thereto and, upon acceptance by the City of the offer of dedication, furnish to the City a sworn statement certifying that the premises are free and clear of all liens and encumbrances and shall furnish to the City a check for all necessary fees and taxes to record the Documents heretofore delivered.

D. That this irrevocable offer of dedication shall run with land and shall be binding on all assigns, guarantees, successors, or heirs of the Developer.

E. The City by action of the Board of Mayor and Aldermen on the _____ day of _____, 2015, accepted the infrastructure as presented in the offer of dedication and directed the governmental representative to sign the offer of dedication on behalf of the City

Developer Company Name:

TN SPRING HILL WILKES, LLC

August 28 2015
Date

Developer Signature

**(CORPORATE SEAL)**

ATTEST: _____

FOR THE CITY OF SPRING HILL:

BY:_____
Signature

_____20_____

_____
Printed Name

**ACKNOWLEDGEMENT:**
**COPARTNERSHIP**

**STATE OF** South Carolina

(COUNTY OF Greenville) SS:

On this 28th day August of 2015, before me personally appeared Philip J. Wilson, to me known to be one of the firm TN SpringHill Wilkes, LLC, manager2 described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed such instrument as and for the act and deed of said firm.

MAUDE DAVIS NOTARY PUBLIC SOUTH CAROLINA

CORPORATE

My Commission Expires
January 2, 2025

**STATE OF** _____

(COUNTY OF_____) SS:_____

On this _____day of _____20___, before me personally appeared _____, to me known, who, being by me first duly sworn, did depose and say that he resides in_____; that he is the _____of ____ _____the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he signed his name thereto by like order and authority.

_____
INDIVIDUAL

SCHEDULE I

Being a tract of land lying in Spring Hill, Williamson County, Tennessee, also being part of Lot 1 of the Final Plat of Magli/Campbell Spring Hill, as of record in Plat Book 45, Page 141, at the Register's Office for Williamson County, Tennessee, and being more particularly described as follows;

Beginning at a point at the intersection of the northerly right-of-way line of Campbell Station Parkway and the westerly right-of-way line of U.S. 31 Columbia Pike;

Thence leaving the westerly right-of-way line of U.S. 31 Columbia Pike, with the northerly right-of-way line of Campbell Station Parkway, North 76 deg 28 min 28 sec West, 6.63 feet to a point;

Thence leaving the northerly right-of-way line of Campbell Station Parkway, with a line through said Lot 1, also being the property of SunTrust Bank, as of record in Deed Book 4131, Page 974, at the Register's Office for Williamson County, Tennessee, for the following three calls;

1) North 25 deg 07 min 31 sec East, 12.36 feet to a point;
2) North 17 deg 22 min 23 sec East, 102.51 feet to a point;
3) North 20 deg 12 min 19 sec East, 102.03 feet to a point in the westerly right-of-way line of U.S. 31 Columbia Pike;

Thence with the westerly right-of-way line of U.S. 31 Columbia Pike, South 17 deg 23 min 52 sec West, 216.22 feet to the **POINT OF BEGINNING**. Containing 834 square feet or 0.019 acres more or less.

Being part of the same property conveyed to SunTrust Bank, as of record in Deed Book 4131, Page 974, at the Register's Office for Davidson County, Tennessee.

# RESOLUTION 16-07

## A RESOLUTION AUTHORIZING THE CITY OF SPRING HILL TO PARTICIPATE IN THE TDEC CLEAN TENNESSEE ENERGY MATCHING GRANT PROGRAM

**WHEREAS**, the City of Spring Hill has the opportunity to reduce electrical and HVAC consumption through cost and usage reduction techniques at City Hall, the Public Library and the Water Treatment Plant; and

**WHEREAS**, TDEC is offering a 50/50 Matching Grant Program to implement the proposed energy reduction techniques; and

**WHEREAS**, the City of Spring Hill now seeks to participate in this important program.

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

SECTION 1. That the City of Spring Hill is hereby authorized to submit application for the Clean Tennessee Energy Matching Grant Program through TDEC.

SECTION 2. That the City of Spring Hill is further authorized to provide a matching sum not to exceed $26,409.78 to serve as a match for any monies provided by this grant. Obligated funding will be included in the 2016-2017 budget.

**Passed and adopted this 19th day of January, 2016.**

_____

Rick Graham, Mayor

ATTEST:

_____

April Goad, City Recorder

LEGAL FORM APPROVED:

_____

Patrick Carter, City Attorney

**DATE:** **Dec. 30, 2015**

**TO:** **BOMA**

**FROM:** **Jeremy Polk, MS4 Coordinator**

**RE:** **Authorization to participate in TDEC Clean Tennessee Energy matching grant program**

---

**OVERVIEW:** **Authorization to participate in a matching grant program through TDEC.**

**HIGHLIGHTS:**

- This request is to authorize participation in a grant program that would reduce electrical and HVAC consumption thereby saving the City money

**PROJECT/CONTRACT UPDATES:**

- This request is not a budgeted item in this year's budget.
- Total Cost is $52,819.55; City will be required to pay funds as work is done and then receive 50% reimbursement from TDEC.
- City's 50% cost will not exceed $26,409.78.
- The cost and usage reduction techniques will be implemented at City Hall, the public library and the Water Treatment plant

**ACTION ITEMS:**

- Request that this authorization be approved.

**CONCERNS/ISSUES/PROBLEMS:**

- None

Respectfully,

Jeremy Polk, MS4 Coordinator

# CITY OF SPRING HILL ENERGY EFFICIENT UPGRADES

Background Information:

The City of Spring Hill seeks to use Clean Tennessee Energy grant funds to reduce electrical and HVAC consumption at the following municipal facilities: City Hall, Spring Hill Water Plant, & Spring Hill Library. The City believes this can be accomplished by the following:

## SPRING HILL CITY HALL

City Hall will retrofit the existing basic thermostats with 7-day multi-time setting thermostats and replace existing on/off light switches with passive infrared wall switch occupancy sensor or lighting controlled passive infrared ceiling sensors. The individual area determines the wall or ceiling option. Upgraded thermostats will create set back temperatures during unoccupied hours. Lighting controls will prevent any area not authorized to remain on all hours are turned off after work hours and will reduce any areas when on-site personnel are absent the area after a designated time.

The City seeks to install a single room Energy Efficient Ductless Mini-Split HVAC unit into a server/electronics room for controlled temperature and remove the room from the existing HVAC unit supplying additional offices. The existing unit operates continuously to satisfy the server/electronics required temperatures, causing the additional offices ineffective & uncomfortable working temperatures. The City Hall building is owned and maintained by the City.

Installation of IR sensors will reduce lighting when occupants are out of office during the work day and ensure they are off during non-working hours.

The current thermostats call for heat or cool only. The set temperature remains until changed. Retrofit to a multi-day, multi-time setting will instantly reduce operating cost/usage during non-work hours.

## SPRING HILL WATER PLANT

The City of Spring Hill Water Plant seeks to retrofit the existing 400 watt metal halide ceiling fixtures with 150 watt LED High Bay Base with lamp. The 33 interior fixtures never shut off and are continually on due to 24 hour employees on-site and is required for this building type.
The Water Plant also seeks to retrofit 8 outdoor wall-mounted lights. The existing lamps are 175 watt metal halide and will be retrofit to 42 watt LED fixtures. These fixtures operate during non-daylight hours. The water plant is owned and maintained by the City and will reduce maintenance cost, material cost, and decrease usage and cost over the 8-10 year lifespan of the fixtures.

The current 250 watt lamps (Left) last from 6-8 months. The 42 watt LED (Right) is expected to last 8-10 years.

The 400 watt metal halide (Left) typically last 6-8 months. The 150 watt LED base w/ lamp (Right) is expected to last 8-10 years!

**SPRING HILL LIBRARY**

The City of Spring Hill Library seeks to install an automated Energy Management System for HVAC efficiency reduction. The retrofit will create scheduled settings for daily usage, monitor the facilities HVAC capabilities, and report issues to designated personnel. In addition, we seek to replace twelve (12) 175 watt metal halide outdoor wall packs with 42 watt LED. This retrofit is like the Water Plant stated above. This will reduce maintenance cost, daily usage and cost, and prevent early unit life cycle span. The library is owned and maintained by the City.

**Energy Efficiency & Cost Savings:**

This project makes a strong business case for energy efficiency.

City of Spring Hill City Hall

- The City anticipates a 35-40% energy reduction for the installation of programmable thermostats – From 146,520 kwh/year to 87,912 kwh/year.
- The City anticipates a 10-15% energy reduction for the installation of passive infrared wall light switches and passive IR ceiling sensors – 73260 kwh/year to 62271 kwh/year.
- The Energy Efficient Ductless Mini-Split HVAC unit install will accomplish two items:
    - The existing three ton unit supporting the server/electronics room will run at a decreased rate, reduce maintenance cost, and support the additional offices with a proper work environment.
    - The server/electronics room will run at a set temperature to ensure decreased usage and provide the required temperature to prevent computer equipment damage.
- This project will save the City approximately $68,427.80 over the next 10 years and does not factor the savings from reduced maintenance and labor hours.
- Estimated Return On Investment is 2 years, 5 months. Payback schedule is displayed below.

City of Spring Hill Water Plant

- The City anticipates a 20-25% energy reduction for the retrofit of 33 metal halide hi-bay fixtures and 8 metal halide wall pack fixtures to LED – From 1,580,700 kwh/year to 1,501,749 kwh/year.
- This project will save approximately $78,951.00 over 10 years. These fixtures have an expected life span of 8-10 years.
- The savings do not factor cost of current materials replacements or maintenance labor hours.
- Estimated Return On Investment is 2 years, 8 months. Payback schedule is displayed below.

City of Spring Hill Library

- The City anticipates a 30-35% energy reduction for the installation of an Energy Management System for HVAC control and retrofit of twelve (12) 175 watt metal halide wall packs. From – 239,280 kwh/year to 189,803 kwh/year.
- This project will save approximately $51,357.60 over 10 years. The savings do not factor the cost of existing materials and maintenance labor hours and potentially expand the life of existing HVAC units.
- Estimated Return On Investment is 2 years, 10 months.

**GENERAL PUBLIC BENEFIT:**

The LED lights give off a strong white light that provides better illumination than what is currently installed, thus improving public safety and city employee work areas, and improved security lighting from the new wall packs. The current lights only last 6 months, making it difficult and cost inefficient to replace. The long life cycle of the LEDs will ensure a well-lit Water Plant and Library.
The Programmable Thermostats will provide instant savings and continue thru the life of the facility. The existing thermostats do not support set back temperatures or schedules to maximize savings.
The Passive IR ceiling & wall mounted sensors will decrease work time usage when personnel are not occupying areas, ensure all lighting is off during non-work hours, and extend the life of the current lights, reducing replacement cost and labor to install.
The Energy Management System (EMS) will ensure the Public Library receive a comfortable relaxing environment while reducing the cost and usage of non-work hours in setback mode. The electronic schedule will eliminate on-site personnel making adjustments daily as well as providing automatic notification of any maintenance issues monitored by the EMS.

**CREATIVE/NEW TECHNOLOGY:**

In the last 10 years, LEDs have surged in the marketplace and costs have decreased for an improved ROI/Payback period. They have become an increasingly reliable, aesthetic, proven, and cost effective option. Retrofitting thermostats to decrease HVAC cost/usage are becoming the standard of everyday office space. Motion Sensor Technology have drastically improved over the last 5 years. These installations ensure maximum electrical savings in lighting. Energy Management Systems have been integrated into civilian and government facilities for several years. Facilities with weekly set hours of operation can maximize HVAC efficiency thru programmed schedules as well as decrease response time to maintenance issues.

**QUALIFICATIONS, EXPERIENCE, CAPABILITIES, AND SCHEDULING:**

If awarded, the City will follow its procurement policy for projects in each range. Based on the average cost of materials for municipalities, the materials will be purchased by the City. Installation of materials will be awarded to qualified contractors. The Energy Management System will be provided within the awarded contractors bid.
The project can be completed within six (6) months after entering into a contract with TDEC and the Facilities Directors, Director of Public Works, and Principal Planner will administer the grant and oversee the project.

**PUBLIC AWARENESS/EXPOSURE:**

If awarded, the City will devote $2,500 towards "in-kind" staff time to inform the public about this project. The City will issue a press release, include information on our website, and create a video that informs the public on the current conditions, the retrofit process, and the results.

**PROTECTION OF ENVIRONMENTAL RESOURCES:**

This project is a low-impact improvement that will reduce the City's energy usage and operational expenses. The long lifespan will reduce material waste to the landfill and reduction of vehicle emissions (decreased travel time & fuel for maintenance vehicles). It is estimated the LED products will last twenty (20) times longer than the existing metal halides.

**ABILITY TO MATCH GRANT FUNDS:**

The City commits to a 50% monetary match as well as in-kind time for the public awareness effort.

**AIR QUALITY AND ESTIMATE OF REDUCTIONS:**

Spring Hill is located in an 8-hour ozone nonattainment area and the 1-hour Ozone Maintenance Area. The combined facilities annual kwh usage is approximately 2,064,180. The combined facilities annual kwh reduction is approximately 198,025. Based on the EPA emissions calculator at http://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator, this amounts to 151 metric tons of CO2 equivalent.

***CONCLUSION***

After considering many improvements and analyzing various ROIs, we are proposing the upgrades above only because of the dramatic payback period and determined ROI for each. The significant improvement to the City Hall complex, Library, and Water Plant will benefit the community and city staff by providing safer lighting, improved HVAC capabilities, and reduce our budgeted cost.

Total 7 year consumption cost and usage without project retrofit - $1,329,076.42 / 14,449,260kwh
Total 7 year consumption cost and usage with project retrofit - $1,189,960.94 / 13,063,085kwh
***7 year Cost & Usage Savings - $139,115.48 / 1,386,175kwh!!***

## PAYBACK SHEDULE:

| *CITY OF SPRING HILL CITY HALL* | | | | | |
|---|---|---|---|---|---|
| **Materials** | **Labor** | **Material Type** | **Individual Project Cost** | | **Total Project Cost** |
| $ 1,980.00 | $ 2,600.00 | Pgrm. T'Stats (11) | $ 4,580.00 | | $ 16,349.55 |
| $ 1,509.55 | $ 1,200.00 | IR Wall Sensors (35) | $ 2,709.55 | 1st year Payback | $ 6,842.78 |
| $ 1,360.00 | $ 1,700.00 | IR Ceiling Sens. (16) | $ 3,060.00 | | $ 9,506.77 |
| $ 6,000.00 | (included) | HVAC retrofit (1) | $ 6,000.00 | 2nd year Payback | $ 6,842.78 |
| | | | | | $ 2,663.99 |
| $ 10,849.55 | $ 5,500.00 | | $ 16,349.55 | 5 months | $ 2,851.15 |
| | | | | | $ 187.16 |
| PROJECT PAYBACK PERIOD - 2 YEARS 5 MONTHS | | | | | |
| CITY OF SPRING HILL PAYBACK - 1 YEAR 2.5 MONTHS | | | | | |

| *CITY OF SPRING HILL LIBRARY* | | | | | |
|---|---|---|---|---|---|
| **Materials** | **Labor** | **Material Type** | **Individual Project Cost** | | **Total Project Cost** |
| $ 5,900.00 | $ 3,800.00 | EMS HVAC (1) | $ 9,700.00 | | $ 14,550.00 |
| $ 2,850.00 | $ 2,000.00 | LED Wall pack (12) | $ 4,850.00 | 1st year Payback | $ 5,135.76 |
| | | | | | $ 9,414.24 |
| $ 8,750.00 | $ 5,800.00 | | $ 14,550.00 | 2nd year Payback | $ 5,135.76 |
| | | | | | $ 4,278.48 |
| | | | | 10 months | $ 4,279.80 |
| PAYBACK PERIOD - 2 YEARS 10 MONTHS | | | | | $ 1.32 |
| CITY OF SPRING HILL PAYBACK - 1 YEAR 5 MONTHS | | | | | |

| *CITY OF SPRING HILL WATER PLANT* | | | | | |
|---|---|---|---|---|---|
| **Materials** | **Labor** | **Materials Type** | **Individual Project Cost** | | **Total Project Cost** |
| $ 9,570.00 | $ 8,000.00 | LED Hi-Bay (33) | $ 17,570.00 | | $ 20,670.00 |
| $ 1,900.00 | (included) | LED Wall pack(8) | $ 1,900.00 | 1st year Payback | $ 7,895.10 |
| $ 1,200.00 | | Lift Rental | $ 1,200.00 | | $ 12,774.90 |
| | | | | 2nd year Payback | $ 7,895.10 |
| $ 12,670.00 | $ 8,000.00 | | $ 20,670.00 | | $ 4,879.80 |
| | | | | 8 months | $ 5,263.40 |
| | | | | | $ 383.60 |
| PAYBACK PERIOD - 2 YEARS, 8 MONTHS | | | | | |
| CITY OF SPRING HILL PAYBACK - 1 YEAR, 4 MONTHS | | | | | |

## BUDGET JUSTIFICATION:

The City anticipates purchasing the following materials (Est.): 33 LED Hi-bay fixtures ($9,570.00), 20 LED wall packs ($4750.00), 11 Programmable thermostats ($1,980.00), 35 Wall sensors ($1,509.55), 16 Ceiling Sensors ($1,360.00), 1 HVAC ductless mini-split system w/labor ($6,000.00), 1 multi day lift rental ($1,200.00), and 1 Energy Management System w/ components ($5,900.00), and labor hours to complete multiple installations ($19,300). All values have been budgeted for possible rate hikes from proposal creation to project execution.

Lastly, the City $2,500 has been dedicated as “in-kind” match. City staff will devote time to writing a press release, administering the grant, update the website to include project details, and create a video that documents the current conditions, retrofit, and completed project results.

# PREVIOUS BUSINESS

**ORDINANCE 15-27**

**AN ORDINANCE TO AMEND ORDINANCE NO. 86-47, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRING HILL, BY REZONING PROPERTY BEING TAX MAP 044, PARCEL 27.00 FROM R-2 PLANNED UNIT DEVELOPMENT TO R-6, TRADITIONAL NEIGHBORHOOD DEVELOPMENT**

**WHEREAS,** the City of Spring Hill Zoning Ordinance, the same being Ordinance No. 86-47, and the zoning maps therein adopted be, and the same are, hereby amended by rezoning the property herein described as Maury County Tax Map 044, Parcel 027.00 from R-2 Planned Unit Development (PUD) to R-6, Traditional Neighborhood Development.

**WHEREAS**, the conditions of approval are as follows:

1. The conceptual plan and booklet shall be revised to reflect a balance of single-family detached, single-family attached and multi-family dwellings.
2. Approval of this zoning designation does not guarantee "active recreational" uses outside of the permitted uses of the R-6 zoning district nor does it guarantee bonus units.
3. Compliance with all permitted uses, standards, and dwelling unit bonuses will be evaluated at the time of the development request.

**WHEREAS,** said property to be rezoned from R-2 PUD to R-6 is located within the corporate limits of the City of Spring Hill.

**WHEREAS,** this Ordinance was recommended by the Spring Hill Municipal Planning Commission on the 12th of October, 2015, with notice of said hearing being given fifteen (15) days or more before said approval.

**WHEREAS,** this Ordinance shall take effect from and after its adoption, the Public welfare requiring it.

**WHEREAS,** all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SPRING HILL, TENNESSEE, BOARD OF MAYOR AND ALDERMEN** that the City of Spring Hill Zoning Ordinance, the same being Ordinance No. 86-47, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described as Maury County Tax Map 044, Parcel 027.00 from R-2 Planned Unit Development (PUD) to R-6, Traditional Neighborhood Development.

PASSED AND ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE, this, the 19th day of January, 2016.

_____
Rick Graham, Mayor

ATTEST:

_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____
Patrick Carter, City Attorney

Passed on First Reading: October 19, 2015

Passed on Second Reading: January 19, 2016

**SUBJECT:** ORD 15-27 (Stonecreek)

**DATE:** October 5, 2015

**ATTENTION:** Board of Mayor and Aldermen (BOMA)

**DEPARTMENT HEAD:** Dara Sanders, City Planner

---

## STAFF MEMORANDUM

**Property description:** This undeveloped property is located south of the intersection of Rice Road and Derryberry Road, and is part of the Meadowbrook Planned Unit Development. It is not currently accessible from a public or private street. Further, street connectivity in the surrounding area is limited to nonexistent, and future connectivity from the east is significantly limited due to Interstate 65. The northern portion of the property is encumbered by floodplain, and the majority of the property has significant changes in grade and tree canopy.

**Request**: The applicant requests to rezone the property from R-2 PUD to R-6 Traditional Neighborhood Development to allow for single-family attached, multi-family, and commercial uses with a maximum density of 7.58 dwelling units per acre. As required by the zoning ordinance, the applicant has provided a booklet detailing information regarding existing site conditions, the proposed uses, and proposed densities.

*On October 12th, the Planning Commission forwarded this request to the Board of Mayor and Aldermen with a recommendation for approval, subject to conditions (included in the ordinance), based on the findings below.*

**Future Land Use Designation:** The future land use designation of the property is **Residential Area**, which enhances access to housing options and urban amenities and creates new opportunities to enhance quality of life. New development should integrate different housing types of appropriate scale and context and should increase the connections between neighborhoods and other areas. This area encourages a traditional neighborhood development that incorporates low-intensity nonresidential uses intended to serve the surrounding neighborhood on corners and along connecting corridors.

**Discussion:** The City's comprehensive plan, Spring Hill Rising: 2040, provides considerations for future zoning and development. Among those considerations are opportunities for enhancing existing or emerging neighborhoods with sensitive new development, allowing for a variety of quality housing options for all stages of life, encouraging higher density residential development in new activity centers, and providing for major mixed use centers and urban villages in employment and retail centers at important intersections.

Staff finds that the R-6 zoning district, with its mixture of uses, could promote the development of this property as an urban village, could provide additional quality housing options, and assist in working toward balancing the growth among the two counties. Staff also finds that this development would provide the essential nonresidential services in an area that currently provides none.

Further, the plan recommends encouraging corridor development that improves the visual character and function along major thoroughfares. While the subject property currently has no access to a public street, the City's Major Thoroughfare Plan indicates the extension of Rice Road (a Collector) along the western property line. Staff finds that the

nonresidential uses and associated form of the R-6 zoning district could set up the framework for quality corridor development unlike any other development currently in the City of Spring Hill.

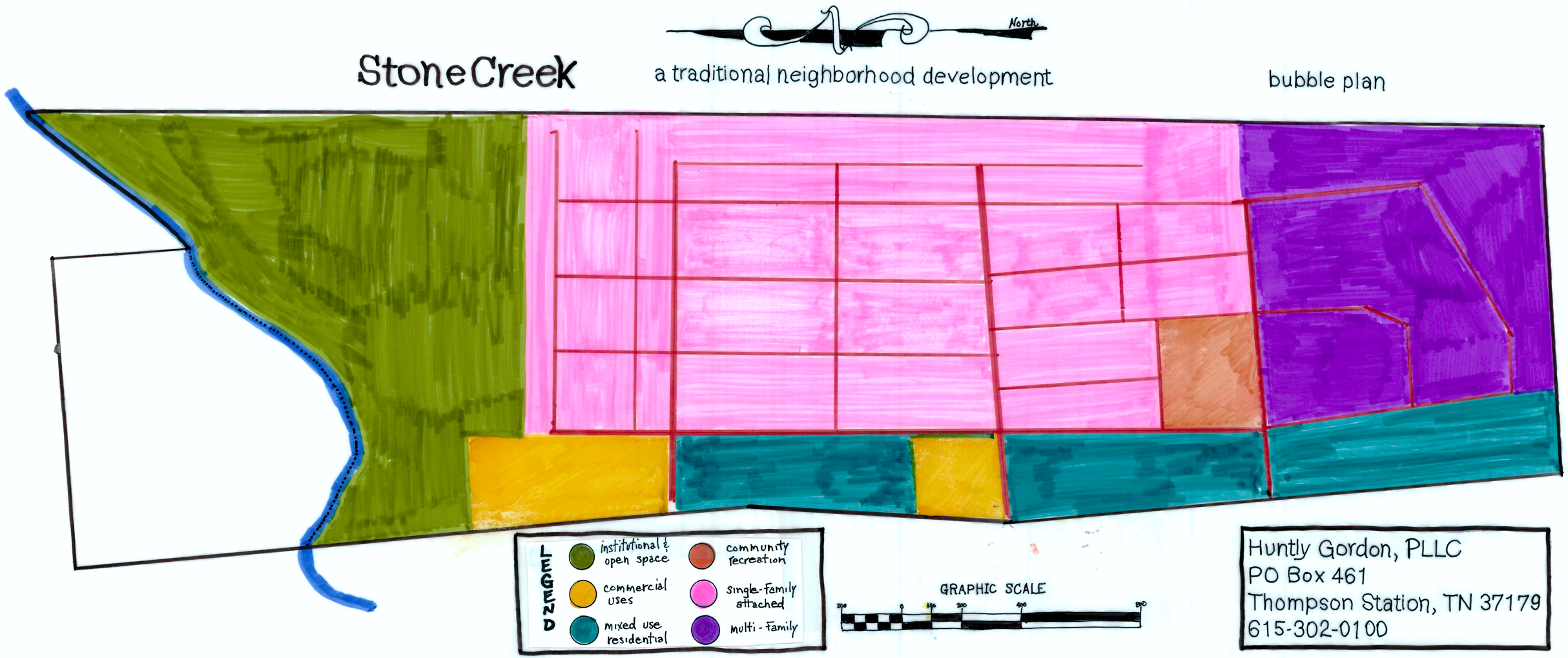
As indicated in the applicant's submittal on the required concept plan, the proposed residential uses do not include single-family detached dwellings. Staff is not in favor of a plan that proposes more than 100 acres limited to multi-family development. Staff recommends including a requirement for a balance of attached and detached dwelling units.

Finally, the applicant has proposed a use identified as "active recreational". Staff has requested multiple times for clarification of this use, but we have not received this requested information. "Active recreational" is not a permitted use in the R-6 zoning district, nor is a similar use designation.

# Stone Creek

a traditional neighborhood development

bubble plan

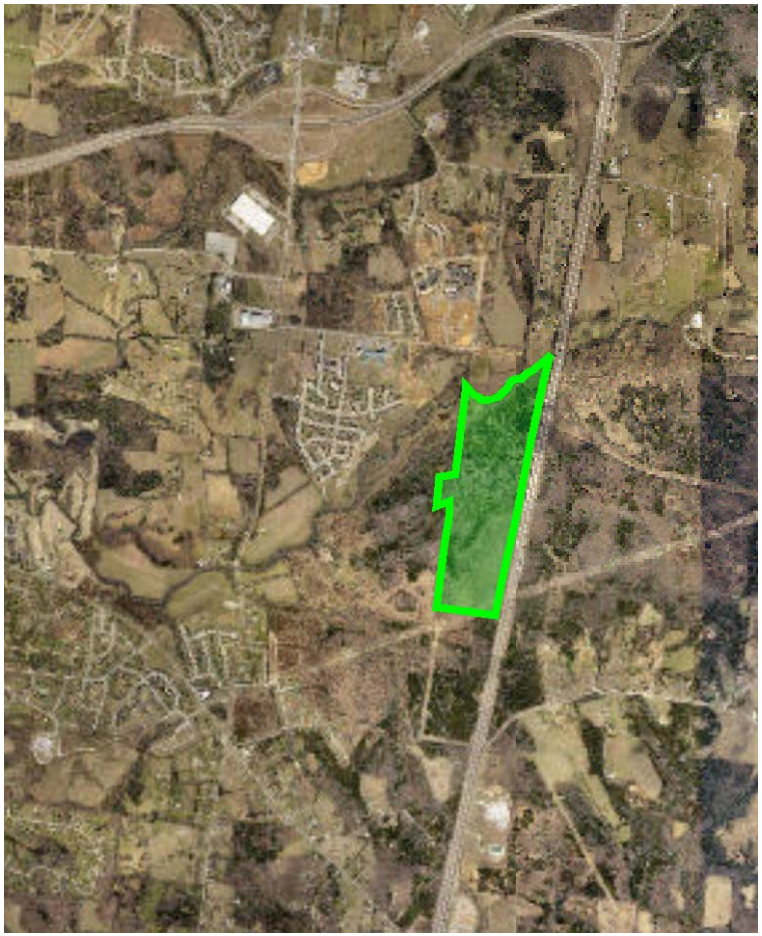



Huntly Gordon, PLLC
PO Box 461
Thompson Station, TN 37179
615-302-0100

# StoneCreek

a traditional neighborhood development

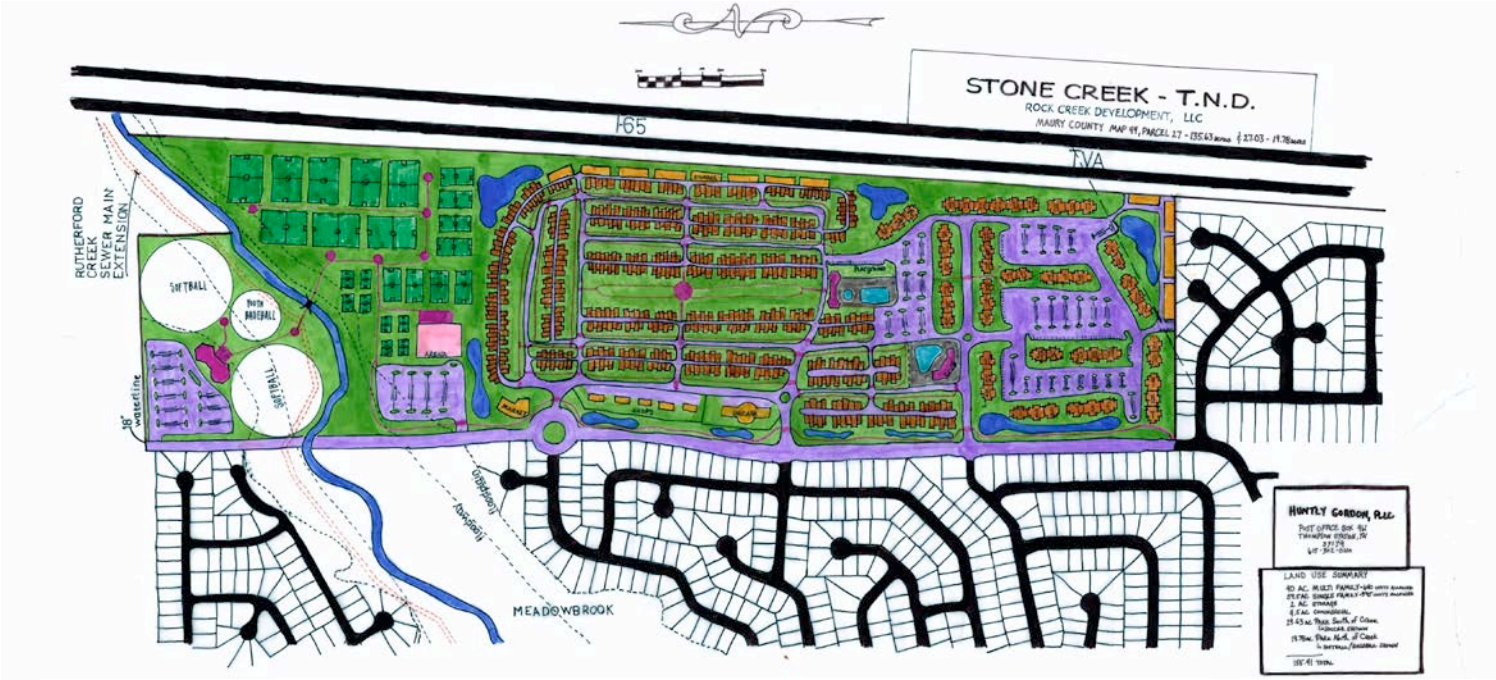
# Aerial Location Map

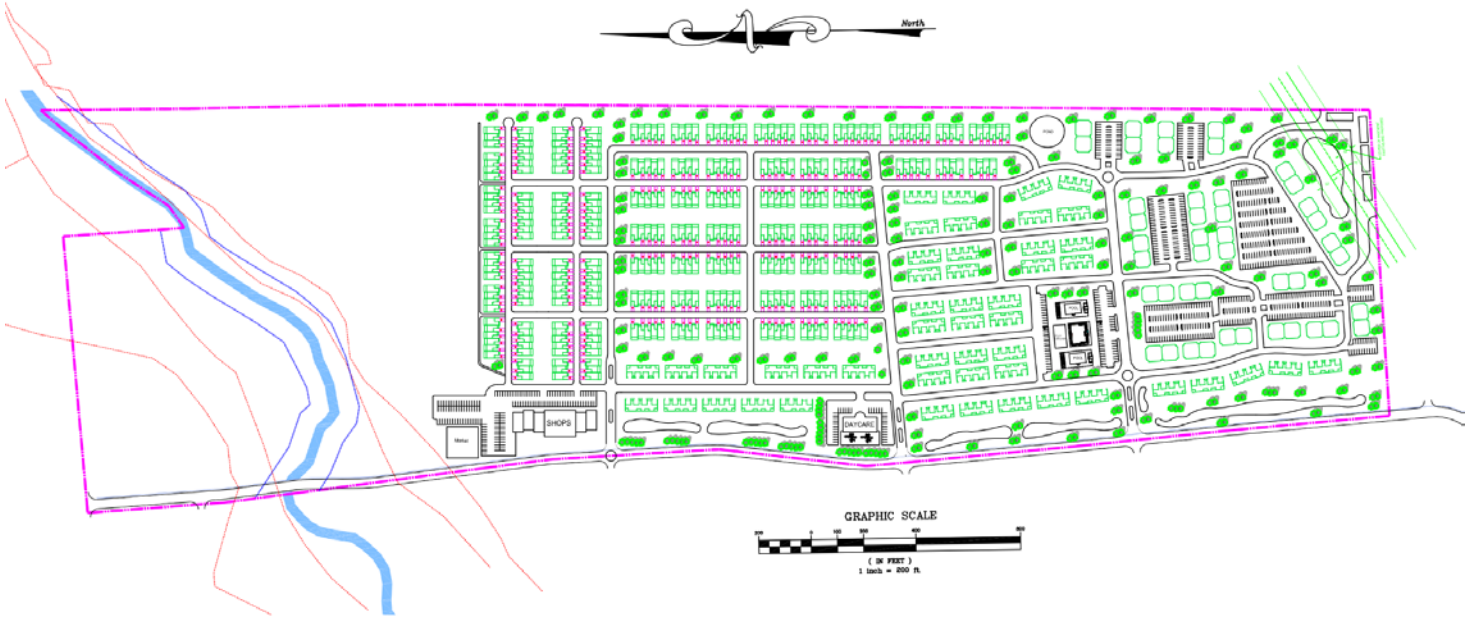


No known cemeteries
No known rock outcroppings
No known unique topography
No known environmental listing
No known historical significance
No known archeological significance

Rutherford Creek and its floodplain
is the northern boundary
TVA transmission line crosses
southern end of property

There are 135.63 acres South of the creek
consisting of a variety of pulpwood and scrub cedar that will be harvested


STONE CREEK - T.N.D.
ROCK CREEK DEVELOPMENT, LLC
MAURY COUNTY MAP 69, PARCEL 27 - 135.63 acres & 27.03 - 19.78 acres
I-65
TVA
RUTHERFORD CREEK SEWER MAIN EXTENSION
SOFTBALL
BOYS BASEBALL
SOFTBALL
16' waterline
MEADOWBROOK
HUNTLY GORDON, PLC
LAND USE SUMMARY


North
SHOPS
DAYCARE
GRAPHIC SCALE
( IN FEET )
1 inch = 200 ft.

# Land Use

**NORTH of RUTHERFORD CREEK**

- 19.78 acres North of Rutherford Creek (now deeded to the City of Spring Hill)
  - – denotes availability of up to 60 bonus units

**SOUTH of RUTHERFORD CREEK**

- 24.63 acres South of Rutherford Creek dedicated to Active Recreational
- 67 acres comprise Single Family Attached dwellings
  - – 620 permitted – 381 proposed - all bonus units would be applicable here
- 36 acres comprise Multi-Family dwellings
  - -576 permitted – 528 proposed
- 2 acres Daycare
- 6 acres Neighborhood Market / Shops
- Density equates to 6.7 dwellings per acre South of Rutherford Creek (without application of bonus units)

135.63 acres South of Rutherford Creek

27.126 acres is 20% percent open space requirement

35.59 net acres are dedicated to Active Recreational uses in this proposal

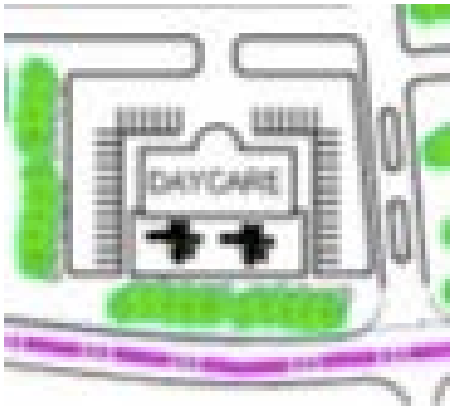
(44.41 gross acres less 8.82 acres comprising the Rutherford Creek floodway)

# Active Recreational Area

over 44 acres designated as an active recreational area

# Community Involvement

# Neighborhood Market Shops and Daycare



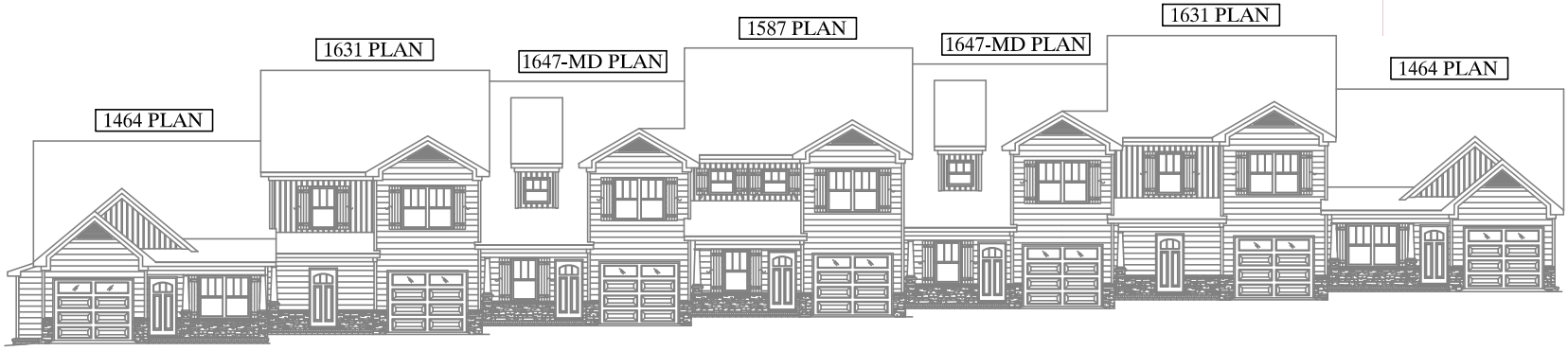

Permitted uses to include neighborhood grocery stores,
bakeries, butcher shops, daycare, florists,
restaurants (cafes, coffee shops and neighborhood bars or pubs),
studios (music, dance, artisan or exercise),
book stores, offices, hair salons, barber shops and dry cleaning

# Single Family Attached Bubble Plan

67 acres with 670 dwellings allowed – proposed use has 381 residences

# Single Family Attached Dwellings

# Single Family Attached Dwellings



# Multi-Family Bubble Plan

36 acres with 576 dwellings allowed – proposed use has 528 dwellings

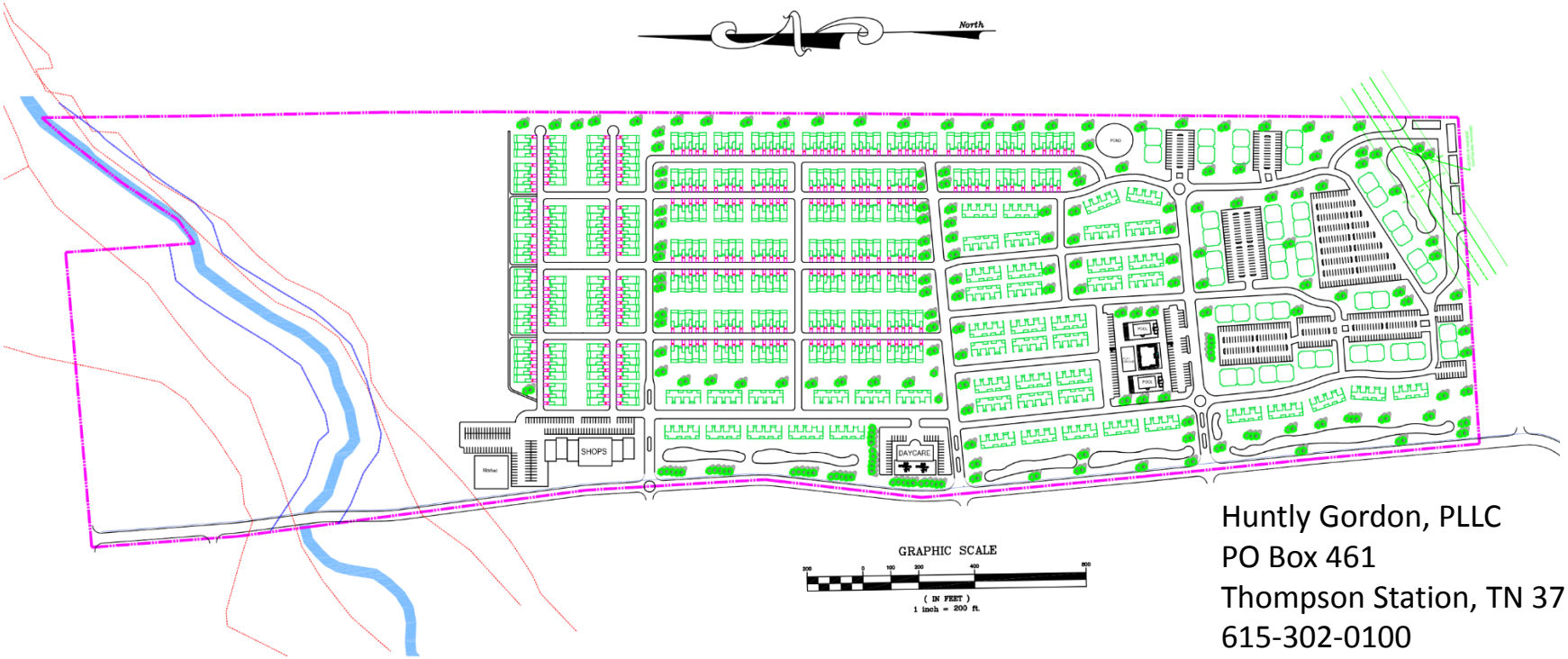
# Clubhouse and Pool

# Architectural Dimensions

# Integrated Storage / Garage and Landscape Buffers

# StoneCreek

a traditional neighborhood development
conceptual bubble plan



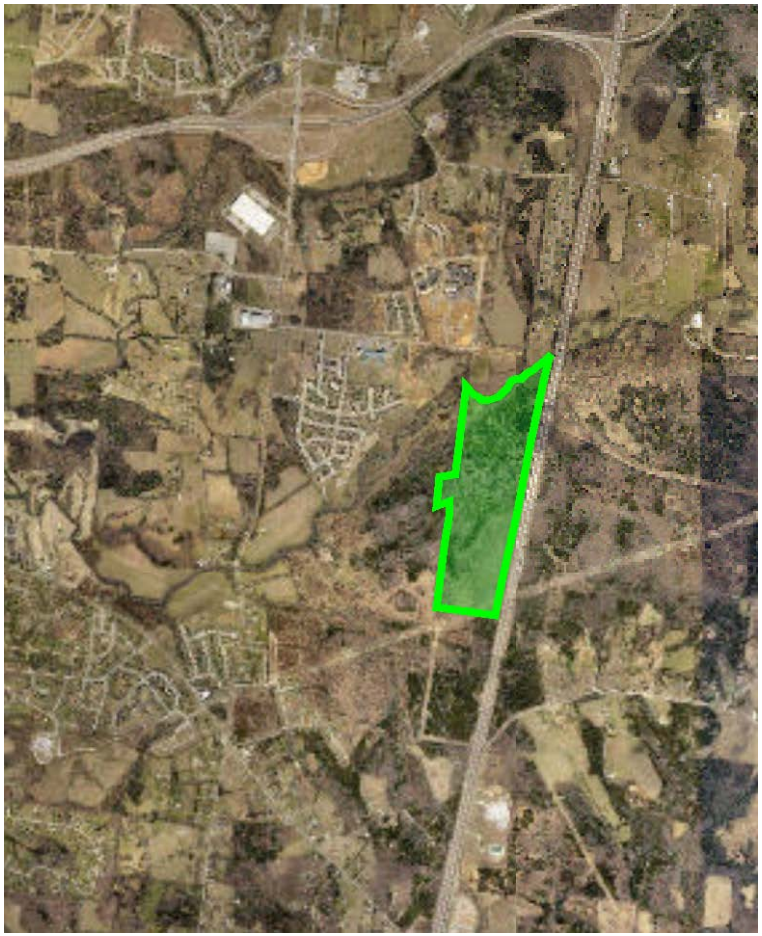

Huntly Gordon, PLLC
PO Box 461
Thompson Station, TN 37179
615-302-0100

FINAL-REVISED

# StoneCreek

a traditional neighborhood development

# FINAL-REVISED
# Aerial Location Map



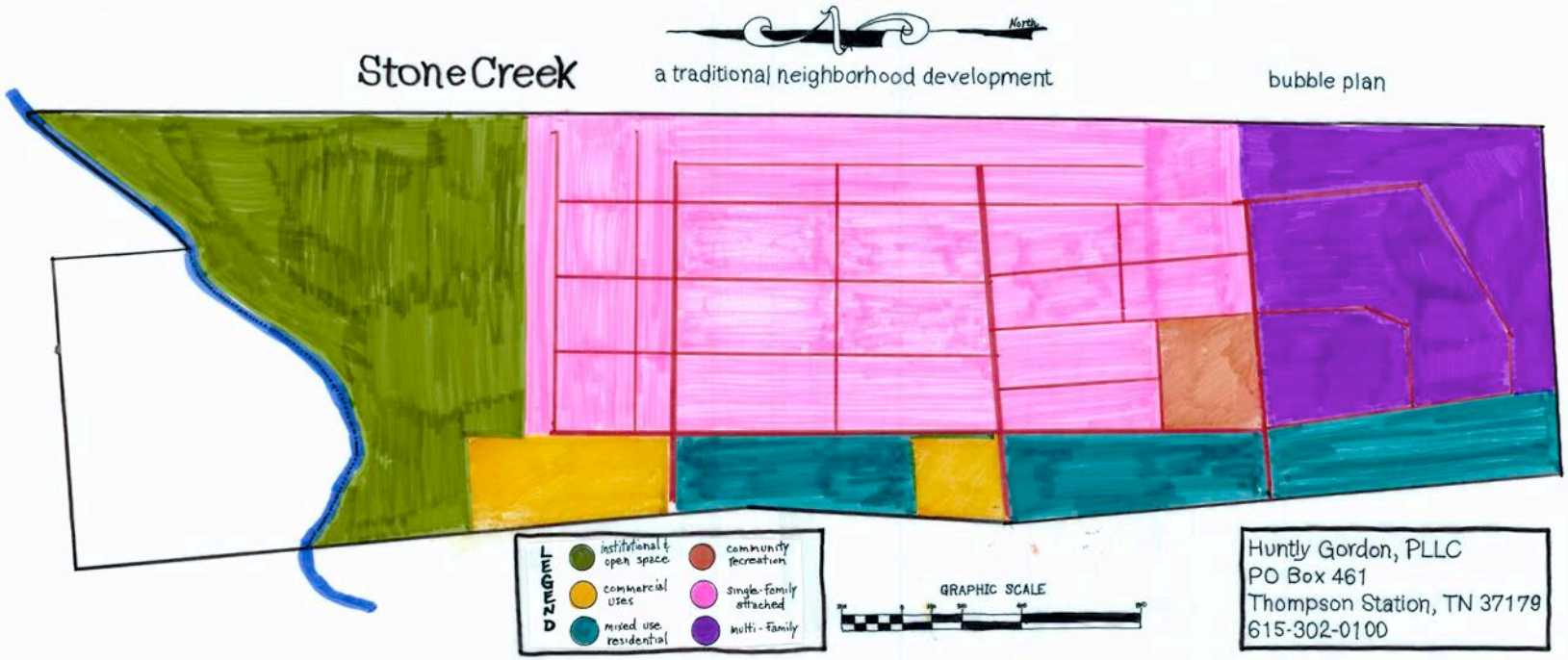
No known cemeteries
No known rock outcroppings
No known unique topography
No known environmental listing
No known historical significance
No known archeological significance

Rutherford Creek and its floodplain is the northern boundary
TVA transmission line crosses southern end of property

There are 135.63 acres South of the creek
consisting of a variety of pulpwood and scrub cedar that will be harvested

UPDATED

# FINAL-REVISED
# Overall Bubble Concept




red lines indicate proposed interior road network

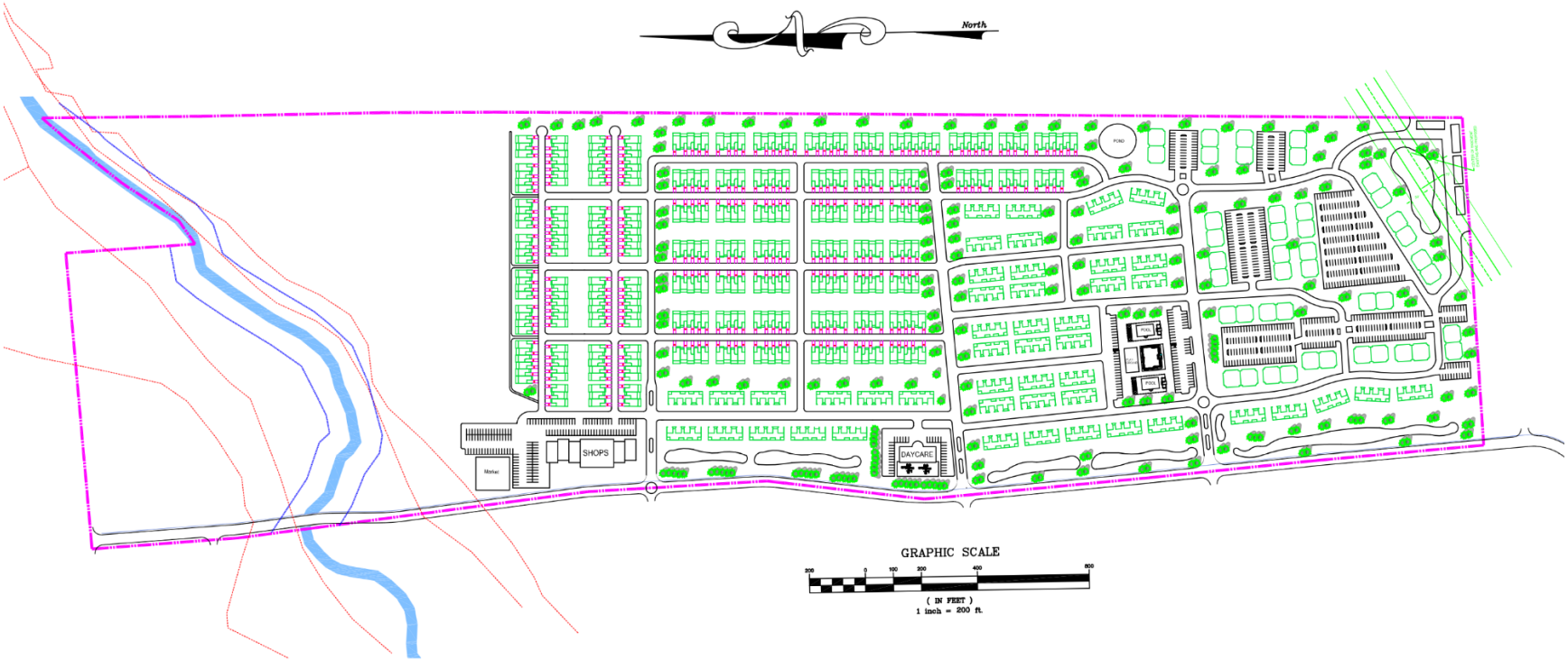
UPDATED

# FINAL-REVISED

illustrative application
of bubble concept

UPDATED

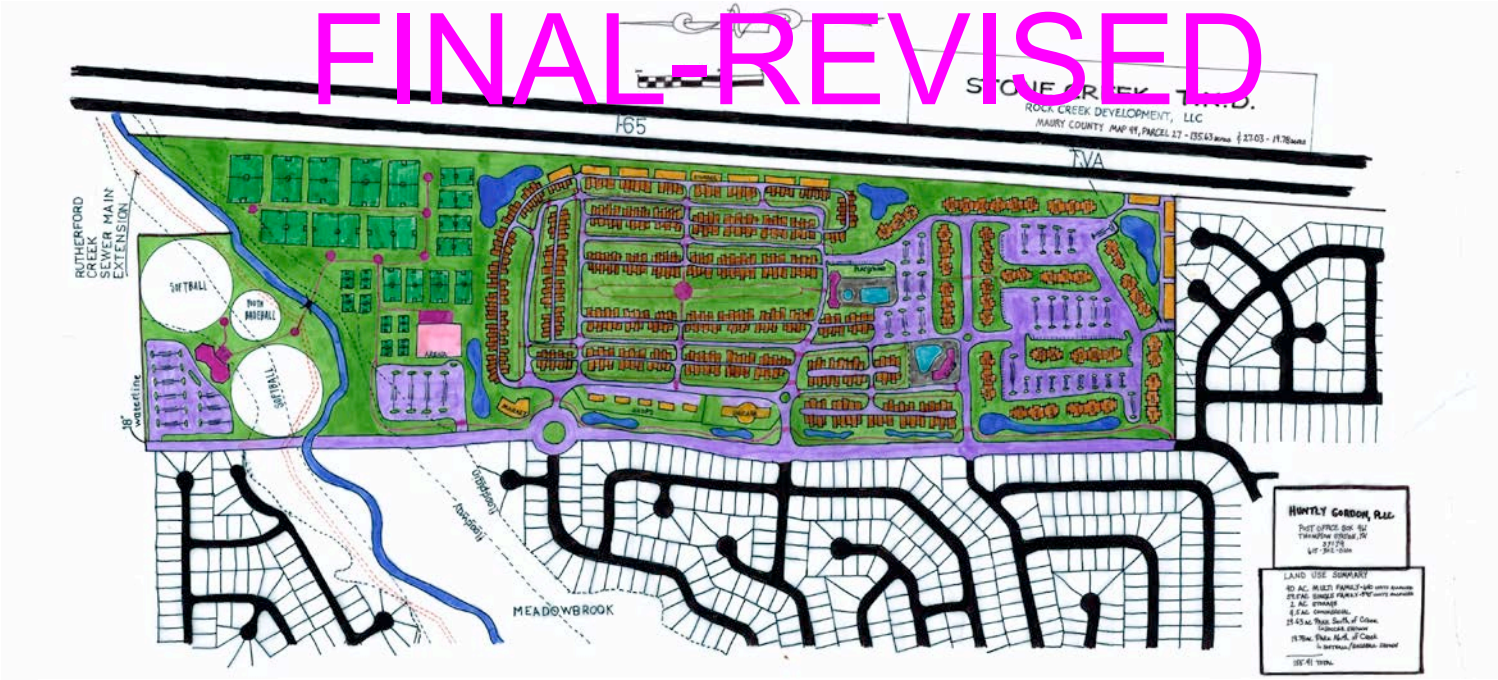
# FINAL-REVISED

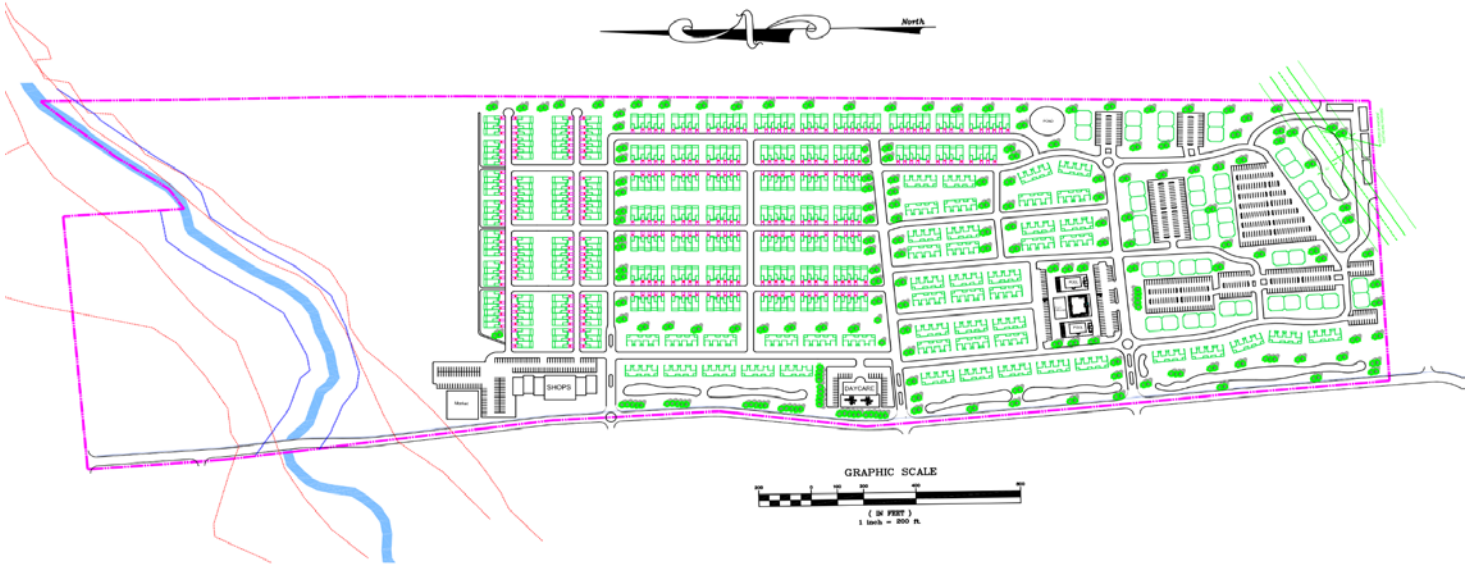



# supplemental application of bubble concept

UPDATED

# FINAL-REVISED




UPDATED

# FINAL-REVISED
# Land Use

**NORTH of RUTHERFORD CREEK (Parcel 27.03) – 19.78 acres**

- 19.78 acres North of Rutherford Creek (now deeded to the City of Spring Hill) not to be rezoned – denotes availability of up to 60 bonus units in R-6
  See Board of Mayor and Aldermen Ordinance 09-28 and Resolution 14-107 *infra.*

**SOUTH of RUTHERFORD CREEK (Parcel 27.00) – 135.63 acres**

- 24.63 acres South of Rutherford Creek dedicated to Institutional and/or Open Space
- 67 acres comprise Single Family Attached and Multi-Use residential dwellings
  – 670 permitted – 440 proposed - all bonus units would be applicable here ( density of 6.56 per acre)
- 36 acres comprise Multi-Family dwellings
  -576 permitted – 528 proposed – density equates to 14.66 per acre
- 8 acres Commercial uses (Neighborhood Market / Shops, daycare, etc.)
- Density equates to 7.13 dwellings per acre South of Rutherford Creek or 6.22 overall

135.63 acres South of Rutherford Creek
27.126 acres is 20% percent open space requirement
35.59 contiguous net acres are dedicated to Institutional and/or Open Space in this proposal
(19.78+24.63 = 44.41 gross acres less 8.82 acres comprising the Rutherford Creek floodway)

FINAL-REVISED

ORDINANCE 09-28

**AN ORDINANCE TO AMEND THE MASTER DEVELOPMENT PLAN OF STONECREEK AND COBBLESTONE PLANNED UNIT DEVELOPMENTS**

**WHEREAS**, the Master Development Plan of the COBBLESTONE and STONECREEK Planned Unit Developments (PUDs) called for the owner to lease certain real property to the YMCA for construction of a swimming pool, a building for the YMCA and several outdoor recreational fields; and

**WHEREAS**, it became apparent that the property could not be leased to the YMCA and therefore an amendment to the Master Development Plans is being requested by the respective developers, Taylor Golden (COBBLESTONE) and Rock Creek Development, LLC (STONECREEK) to revise the plan accordingly; and

**WHEREAS**, the current owners of such property shall convey by Special Warranty Deed the property to the YMCA of Middle Tennessee with the stipulation that the improvements above described, and being described in the deeds shall be constructed in a five (5) year period; and

**WHEREAS**, if construction is not completed by such time as the property ever ceases to be a YMCA the property shall revert back to the owners herein described for the purpose of open space or amenities for the respective subdivision development.

**BE IT THEREFORE ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE:**

That the COBBLESTONE and STONECREEK Master Development Plans pursuant to Article X, Section 2.10 of the Spring Hill Zoning Ordinance be hereby approved as described herein.

**BE IT FURTHER ENACTED**, that any ordinances or parts of ordinances in conflict herewith are hereby repealed.

**BE IT FURTHER ENACTED**, that this ordinance shall take effect from and after its passage and adoption, the public welfare requiring it.

Passed and adopted by the Board of Mayor and Aldermen for the City of Spring Hill, Tennessee on the 20th day of July, 2009.



Michael Dinwiddie, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Timothy P. Underwood, City Attorney

Passed First Reading: June 25, 2009

Passed Second Reading: July 20, 2009



UPDATED

FINAL-REVISED

RESOLUTION 14-10

## A RESOLUTION TO ACKNOWLEDGE OPEN SPACE REQUIREMENTS FOR ROCK CREEK DEVELOPMENT PARCEL

**WHEREAS**, the City of Spring Hill Board of Mayor and Aldermen approved R-2 zoning with a Planned Unit Development overlay in accordance with the Master Plan submitted named Stone Creek Subdivision, as recommended by the Spring Hill Municipal Planning Commission; and

**WHEREAS**, the City of Speing Hill Board of Mayor and Aldermen approved the amendment to the Stone Creek Master Plan dedicating 19.78 acres to the YMCA of Middle Tennessee and applying the dedicated 19.78 acres to the open space requirements of the subdivision, as recommended by the Spring Hill Municipal Planning Commission; and

**WHEREAS**, it has been requested by Rock Creek Development LLC that the City of Spring Hill Board of Mayor and Aldermen acknowledge the 19.78 acres deeded to the YMCA found on Maury County Tax Map 44 Parcel 027.03 will be included as part of the open space requirements for R-2 PUD zoning for parcel found on Maury County Tax Map 44 Parcel 027.00.

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

*That the 19.78 acres deeded to the YMCA found on Maury County Tax Map 44 Parcel 027.03 will be included as part of the open space requirements for R-2 PUD zoning for parcel found on Maury County Tax Map 44 Parcel 027.00.*

Passed and adopted this 18th day of August, 2014.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

RESOLUTION 14-55
SPRING HILL PLANNING COMMISSION

## A RESOLUTION TO ACKNOWLEDGE OPEN SPACE REQUIREMENTS FOR ROCK CREEK DEVELOPMENT PARCEL.

**WHEREAS**, the City of Spring Hill Planning Commission recommended approval of R-2 zoning with a Planned Unit Development overlay in accordance with the Master Plan submitted named Stone Creek Subdivision to the Board of Mayor and Aldermen.

**WHEREAS**, the City of Spring Hill Planning Commission recommended approval of an amendment to the Stone Creek Master Plan dedicating 19.78 acres to the YMCA of Middle Tennessee and applying the dedicated 19.78 acres to the open space requirements of the subdivision; and

**WHEREAS**, it has been requested by Rock Creek Development LLC that the City of Speing Hill Planning Commission acknowledge the 19.78 acres deeded to the YMCA found on Maury County Tax Map 44 Parcel 027.03 will be included as part of the open space requirements for R-2 PUD zoning for parcel found on Maury County Tax Map 44 Parcel 027.00.

**NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF SPRING HILL PLANNING COMMISSION ACKNOWLEDGE;**

***That the 19.78 acres deeded to the YMCA found on Maury County Tax Map 44 Parcel 027.03 will be included as part of the open space requirements for R-2 PUD zoning for parcel found on Maury County Tax Map 44 Parcel 027.00.***

**BE IT FURTHER RESOLVED**, that the City of Spring Hill Planning Commission forward this Resolution to the Board of Mayor and Aldermen for their consideration.

**Acknowledged by the City of Spring Hill Planning Commission on the 11th day of August, 2014.**

Jonathan Schwartz
Chairman

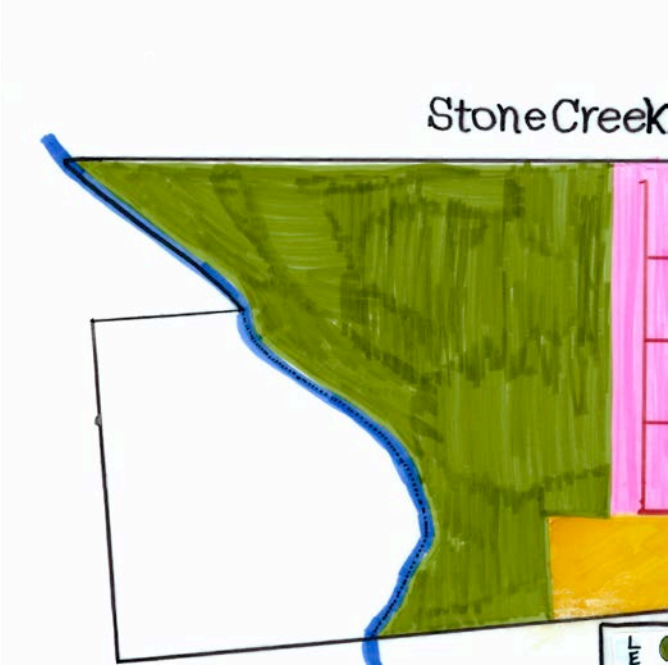
Charles Schoenbrodt
Secretary

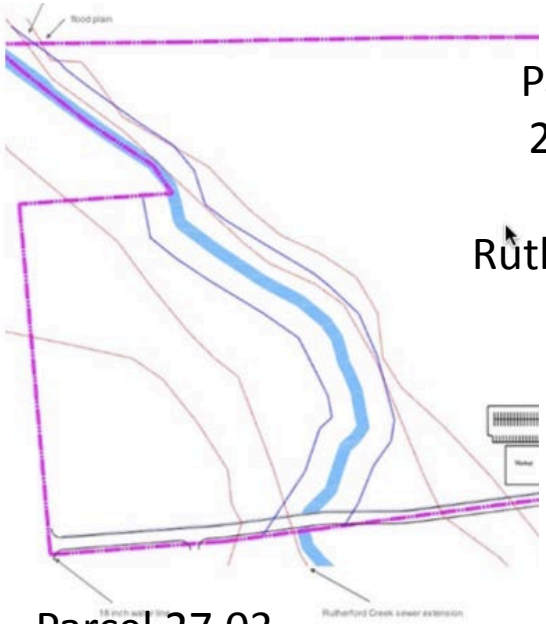
*P.C Resolution 14-55 to acknowledge open space*
*Page 1 of 1*

UPDATED

# Institutional and/or Open Space

FINAL-REVISED



Parcel 27.00
24.63 acres
SOUTH of
Rutherford Creek

Parcel 27.03
19.78 acres
NORTH of
Rutherford
Creek

UPDATED

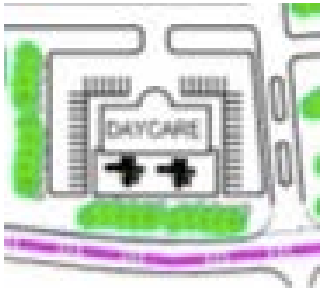
over 44 contiguous acres available for active recreational use

# FINAL-REVISED
# Community Involvement

UPDATED

FINAL-REVISED

# Commercial Uses

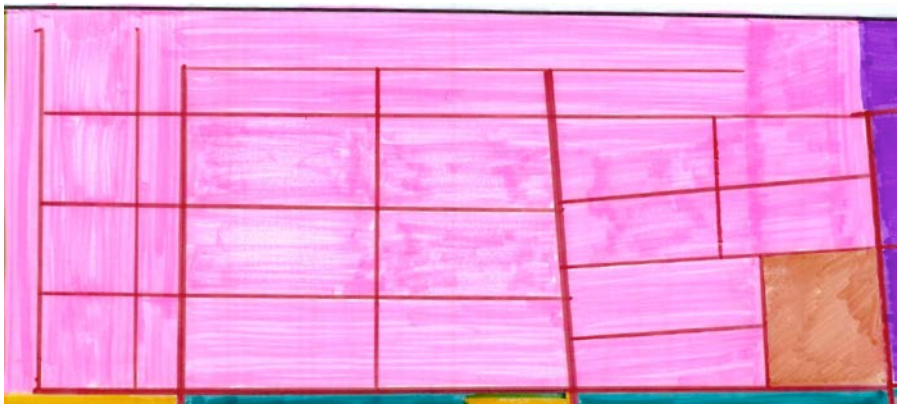


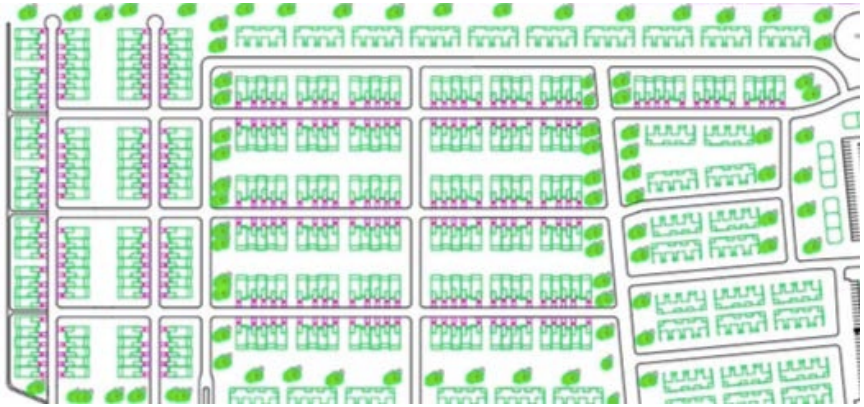

Permitted uses to include neighborhood grocery stores,
bakeries, butcher shops, daycare, florists,
restaurants (cafes, coffee shops and neighborhood bars or pubs),
studios (music, dance, artisan or exercise),
book stores, offices, hair salons, barber shops and dry cleaning

UPDATED

# FINAL-REVISED

## Single Family Attached Bubble Plan





## Mixed Use Residential

permitted uses include row houses, townhomes, duplexes, “special needs” housing and live/work dwellings

67 acres with 670 dwellings allowed – proposed use has 440 residences

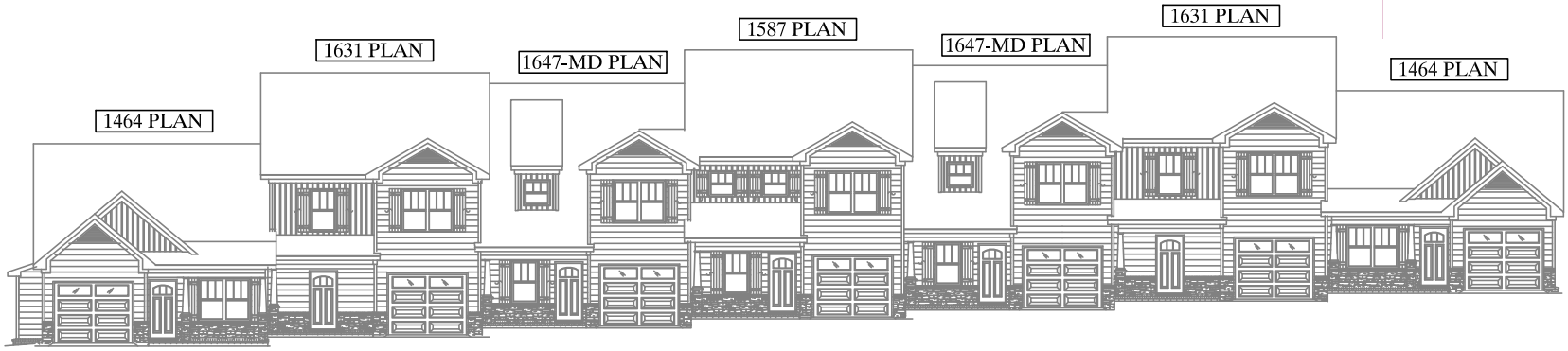
UPDATED

# FINAL-REVISED
# Single Family Dwellings

UPDATED

# FINAL-REVISED

# Single Family Attached Dwellings




UPDATED

FINAL-REVISED

# Multi-Family Bubble Plan

36 acres with 576 dwellings allowed – proposed use has 528 dwellings

UPDATED

# FINAL-REVISED

- Community Recreation

# FINAL-REVISED
# Architectural Dimensions

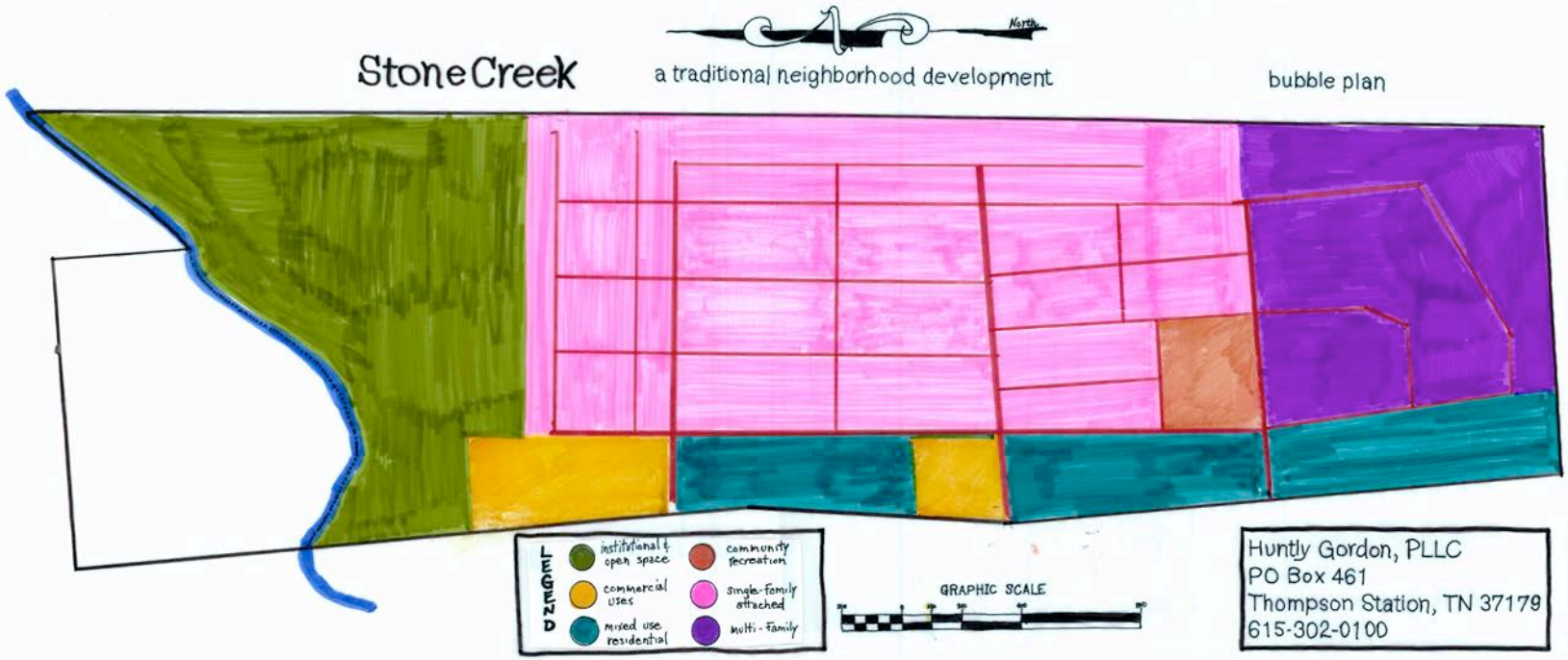
UPDATED

FINAL REVISED

# Integrated Storage / Garage and Landscape Buffers

UPDATED

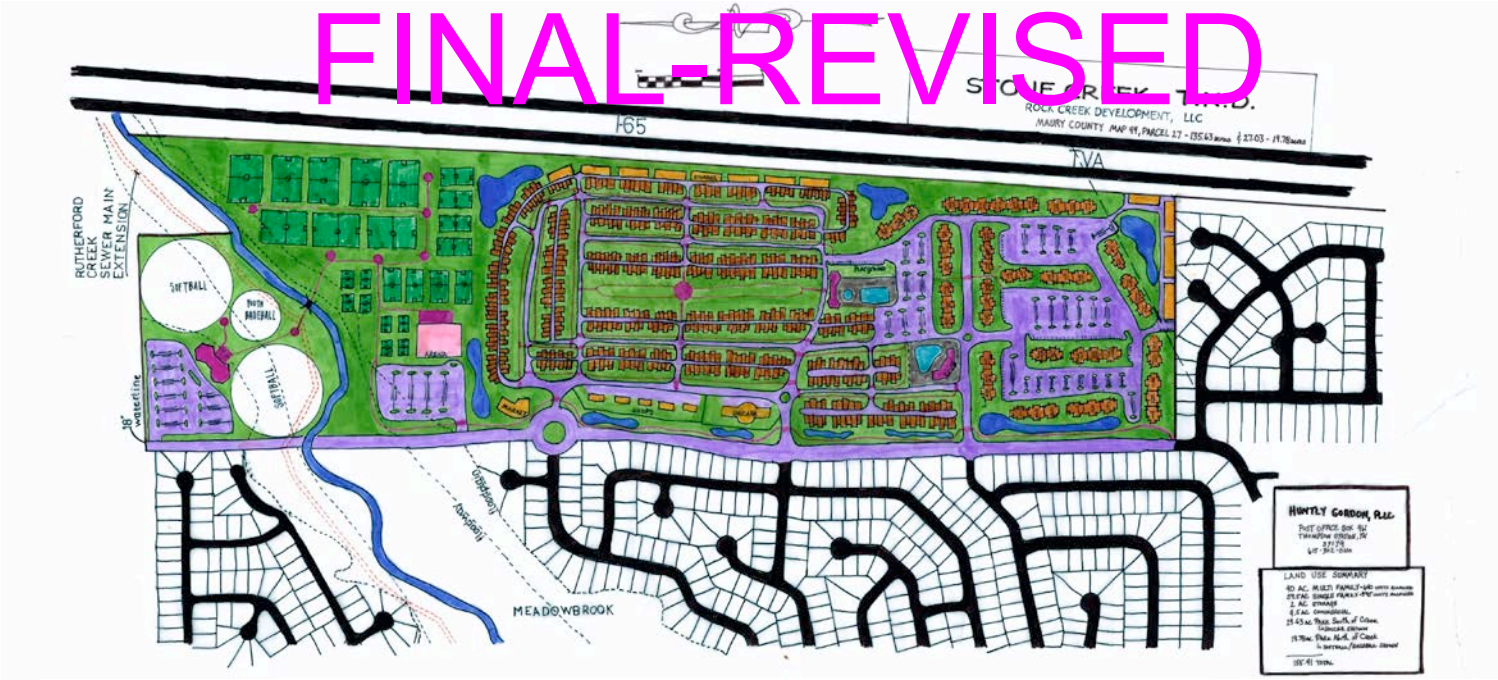
# FINAL-REVISED
# Overall Bubble Concept

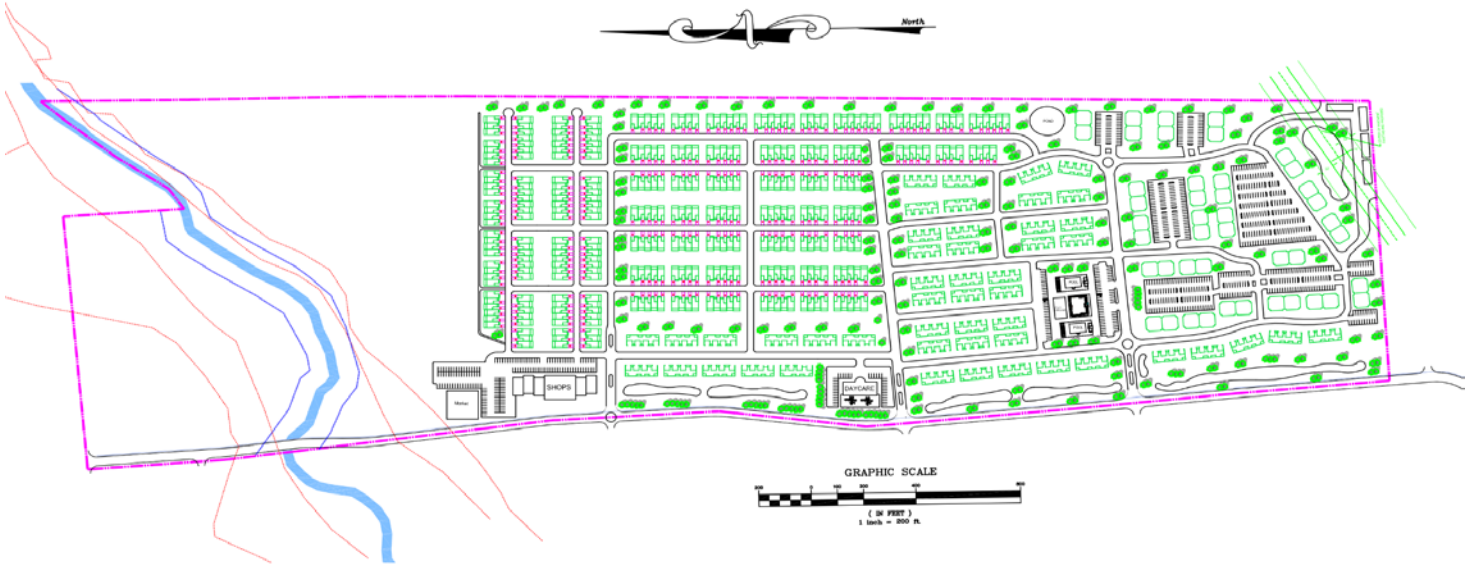



red lines indicate proposed interior road network

UPDATED

# FINAL-REVISED



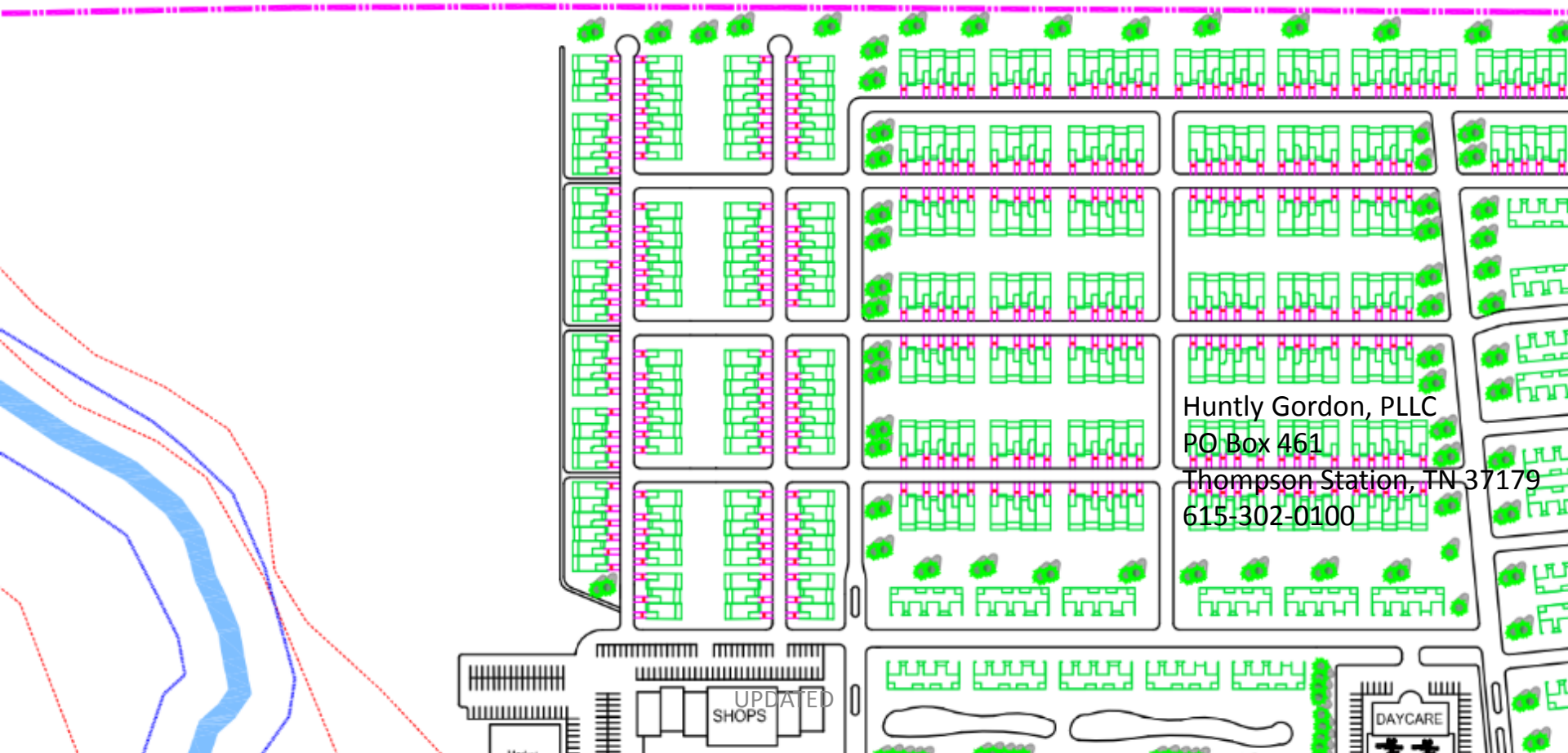




UPDATED

# FINAL-REVISED

## StoneCreek

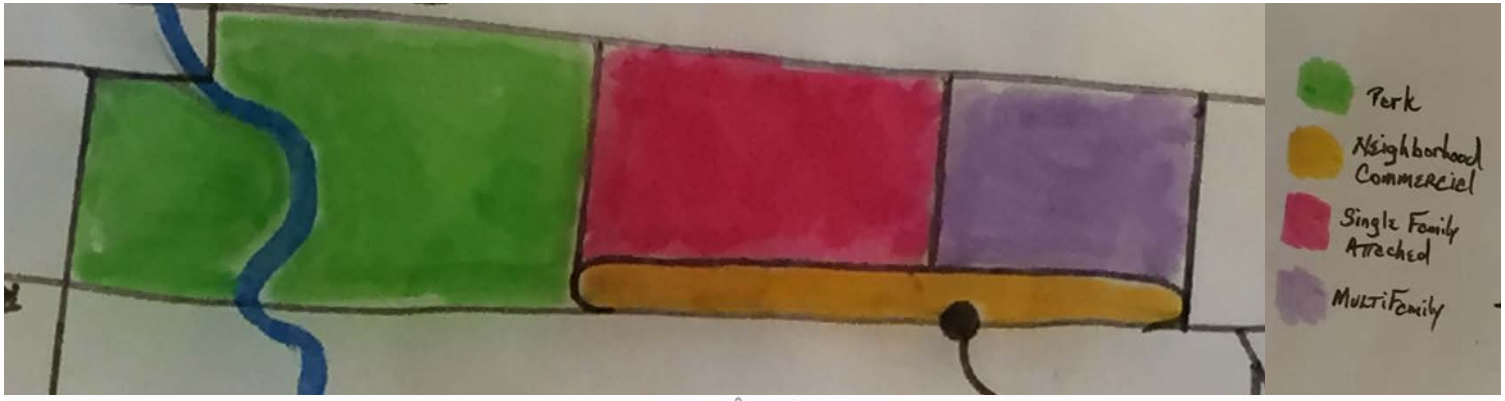
a traditional neighborhood development
conceptual bubble plan

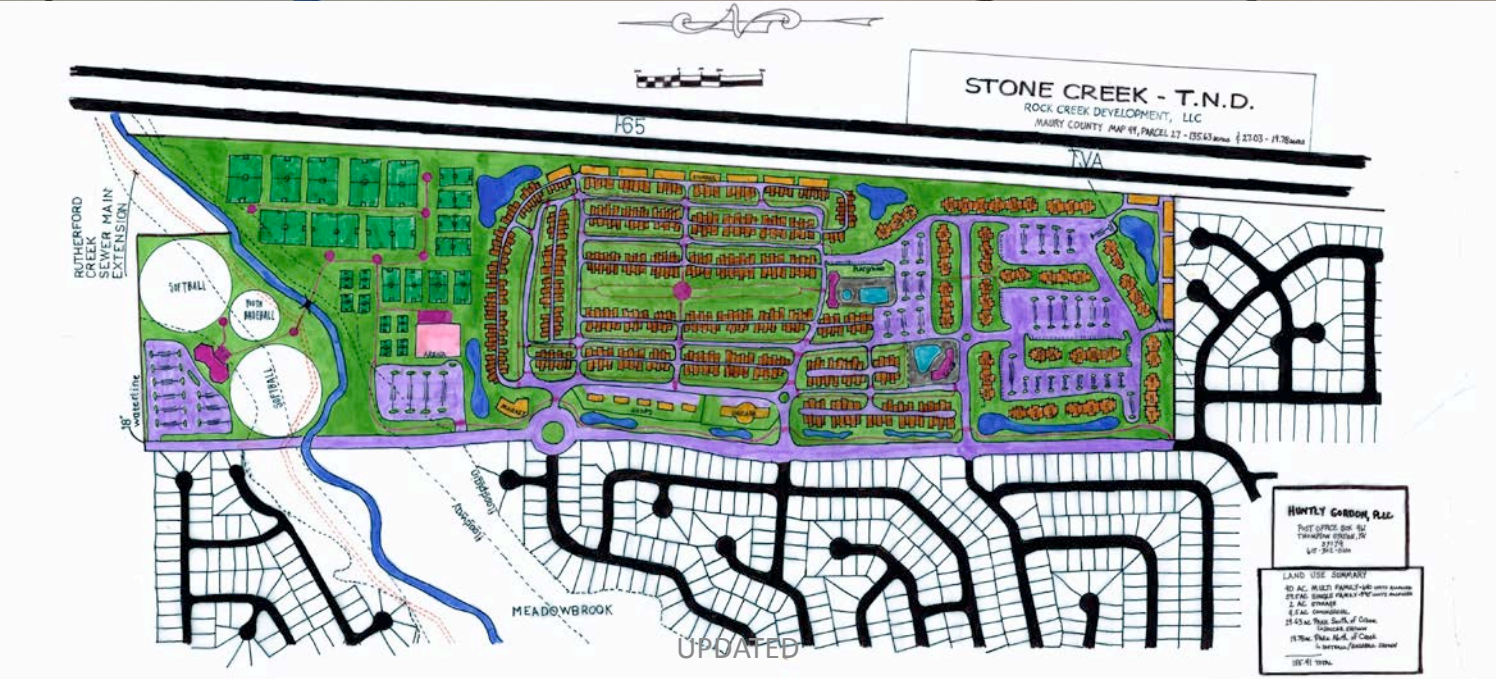



Huntly Gordon, PLLC
PO Box 461
Thompson Station, TN 37179
615-302-0100

FINAL - REVISED

# Traditional Neighborhood Bubble Concept



**ORDINANCE 15-34**

**AN ORDINANCE TO AMEND TITLE FIFTEEN (15), SECTION 608 OF THE MUNICIPAL CODE**

WHEREAS, the Board of Mayor and Aldermen has been made aware that there are parking issues related to commercial and recreational vehicles on public streets in residentially zoned property; and

WHEREAS, the Board of Mayor and Aldermen desires to amend the Spring Hill Municipal Code to more specifically address parking on public streets in residentially zoned property.

**NOW, THEREFORE, BE IT BE ORDAINED BY THE CITY OF SPRING HILL, TENNESSEE, BOARD OF MAYOR AND ALDERMEN,** that the Spring Hill Municipal Code be amended hereby to limit parking on public streets in residentially zoned property as follows:

15-608. Parking of Commercial and Recreational Vehicles on Public Streets in Residential Zones Restricted.

a. No person shall park any commercial vehicle on public streets between the hours of 12 AM and 6 AM at night, except for the purpose of actively loading, unloading or servicing the adjacent property. During the remaining hours between 6 AM and 12 AM, parking of commercial vehicles is restricted to two hours daily. Commercial vehicles shall be allowed to exceed said restriction provided they are currently in use for construction, maintenance, servicing or emergency response servicing the adjacent property. By virtue of this section there shall be no overnight parking of any commercial vehicle on public streets within residentially zoned districts unless specifically authorized by the Chief of Police or his/her designate pursuant to Subsection (d) below.

(1) For the purposes of this subsection, a commercial vehicle is defined as any of the following:

a. Any vehicle with a gross vehicle weight of eight thousand (8,000) pounds or more.
b. Any vehicle designed to carry sixteen (16) or more passengers, including the driver.
c. Any vehicle of any size that is being used in the transportation of hazardous materials as defined in section 68-212-101 of Tennessee Code Annotated.
d. Any trailer or semitrailer in excess of 30 feet, regardless of whether such trailer or semitrailer is attached to another vehicle.
e. Any vehicle with three (3) or more axles.
f. Any vehicle licensed and/or used primarily

for commercial purposes.

b. No motor homes, campers, fifth wheel, attached or unattached trailers in excess of 30 feet or other recreational vehicles shall be permitted to be parked on any public street between the hours of 12 AM and 6 AM at night. During the remaining hours between 6 AM and 12 AM, parking of recreational vehicles is restricted to two hours daily. By virtue of this section, there shall be no overnight parking of any of the vehicles listed within this section on public streets within residentially owned districts unless specifically authorized by the Chief of Police or his/her designate pursuant to Subsection (d) below.

c. Excluded from this section entirely are emergency and public utility service vehicles.

d. Each residential lot within the City of Spring Hill may request a permit from the Chief of Police for overnight parking on public streets for vehicles referenced in Subsection (a) and (b) herein. Valid permits issued by the Chief of Police or his/her designate shall allow continuous on street parking for a period of seventy two (72) hours from the effective time and date of the permit.

**BE IT FURTHER ORDAINED,** that all Ordinances in conflict herewith be, and the same hereby are, repealed. If any section, phrase, sentence or portion of this Ordinance is held invalid or unconstitutional, same shall not affect the validity of the remaining portions hereof.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on this 19th day of January, 2016.

_____
Rick Graham, Mayor

ATTEST:

_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____
Patrick Carter, City Attorney

Passed on First Reading: December 21, 2015
Passed on Second Reading: January 19, 2016

# NEW BUSINESS

# RESOLUTION 16-02

## A RESOLUTION TO AUTHORIZE THE PURCHASE AN ADMINISTRATIVE FIRE VEHICLE AND THE INSTALLATION OF ANCILLARY EQUIPMENT

**WHEREAS**, the Spring Hill Fire Department is in need of an administrative fire vehicle; and

**WHEREAS**, the Spring Hill Board of Mayor and Aldermen approved the purchase of a new Chevy Tahoe with ancillary equipment in the 2015-2016 fiscal year budget; and

**WHEREAS**, City Staff has reviewed prior proposals for the purchase and installation of equipment for the new vehicle and has made a recommendation to the Budget Finance Advisory Committee; and

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen authorizes the purchase of an administrative fire vehicle and the installation of equipment in the amount of $47,585.38, from Grimm Motor Company of Covington, GA, as recommended by the Budget and Finance Advisory Committee on January 4, 2016.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of January 2016.

_____

Rick Graham, Mayor

ATTEST:

_____

April Goad, City Recorder

APPROVED AS TO FORM:

_____

Patrick Carter, City Attorney

**REQUEST:** ***Approval of Resolution 16-02***

**SUBMITTED BY:** **Chief Terry W Hood**

**DATE:** **December 28, 2015**

**RE:** **Purchase of 2016 Chevrolet Tahoe**

**ATTACHMENTS:**

---

## PURPOSE:

Replacement of the 2004 Chevrolet Tahoe with a 147,575 miles that is being used by the Battalion Chiefs

## BACKGROUND:

This vehicle is in needs of repairs and is not suitable for everyday emergency use.

This purchase is to replace old equipment which includes all emergency equipment and body striping; however it does not included the radios or Command box for rear of vehicle.

## FINANCIAL IMPACT:

The Vehicle was budgeted in the 2015/2016 budget.

## STAFF RECOMMENDATION:

## ACTION REQUIRED (INCLUDE DEADLINE /PRIORITY):

Should take delivery in late April 2016 or early May 2016.

# BID SHEET

## PRICING AND DELIVERY SCHEDULE

Proposal of Ginn Motor Company
(Proposer Company Name)

TOTAL PER VEHICLE: $ 38,559.80 2016 Chev Tahoe 4x4 CPV

TOTAL EQUIPMENT: $ 5,073.99 Force 911 Addon Equipment
2,050.00 Graphics

GRAND TOTAL: $ 45,683.79

## DELIVERY SCHEDULE OF EVENTS AND TIME PERIODS MUST BE STATED BELOW

Build date for 4x4 Tahoe March Delivery Date April 15th - April 30th Cust Date unknown

Build Date on Force 911 Additional 3 weeks
to complete Graphics 2½ to 3 days.

Total Delivery Date May 10 May, 2016

Respectfully submitted,

Proposer: Ginn Motor Company
(Proposer Company Name)

By: Marion D. Sherrill
(Authorized Signature for Proposer)

Name MARION D. SHERRILL

Title: Government & Municipal Sales Manager

Date: 12/05/2015

FORCE 911
455 Lively Avenue
Norcross, GA 30071

Phone 678-919-7911
Fax 770-840-2701
Email info@force911.com
www.force911.com

# Estimate

| Date | Estimate # |
|---|---|
| 12/2/2015 | 970 |

| Name / Address | Ship To |
|---|---|
| Spring Hill Fire Department<br>199 Town Center Pkwy<br>Lower Level<br>Spring Hill, TN 37174<br>Terry Hood | Spring Hill Fire Department<br>199 Town Center Pkwy<br>Lower Level<br>Spring Hill, TN 37174<br>Terry Hood |

| P.O. No. | Rep | Other | Project |
|---|---|---|---|
| | | | |

| Item | Description | Qty | Rate | Total |
|---|---|---|---|---|
| FED-INT51-1448897838 | Federal Signal Integrity Lightbar Red/Red | 1 | 2,124.40 | 2,124.40T |
| FED-PA300-690010 | Federal Signal 100W Compact, self-contained electronic siren | 1 | 252.45 | 252.45T |
| FED-RUMBLER3 | Federal Signal Intersection Clearing System | 1 | 393.89 | 393.89T |
| FED-RB-TAH15 | Federal Signal Rumbler brackets | 1 | 27.03 | 27.03T |
| FED-ES100-C | Federal Signal ES100-C Speaker 100 WT | 2 | 168.485 | 336.97T |
| FED-IPX620B-RW | Federal Signal IMPAXX6 RED LEDs Horizontal | 4 | 92.00 | 368.00T |
| FED-MPS1200U-RR | Federal Signal MicroPulse 12's Ultra Red/Red | 2 | 92.98 | 185.96T |
| FED-FHL-TAIL | Federal Signal Taillight flasher | 2 | 42.265 | 84.53T |
| FED-MPS1200U-R/A | Federal Signal MicroPulse 12's Ultra Red/Amber | 4 | 92.9775 | 371.91T |
| FED-MPS600U-RA | Federal Signal MicroPulse 6's Red/Amber | 2 | 78.20 | 156.40T |
| FED-416200-55 | Federal Signal Front In Line Corner LED System White/White | 1 | 171.87 | 171.87T |
| PRE-CB-WIDE1 | Premier Wide-body console | 1 | 207.00 | 207.00T |
| PRE-AR-001 | Premier Arm Rest | 1 | 43.70 | 43.70T |
| PRE-CH-008 | Premier Internal Mount Dual Cup Holder | 1 | 25.88 | 25.88T |
| PRE-OUTLET | Premier 12V Power Outlet | 3 | 3.45 | 10.35T |
| WES-36-53805 | Westin Push Bumper - 2015 Tahoe | 1 | 341.69 | 341.69T |
| WES-36-6015C4 | Westin Push Bar Light Channel 33.1 inch Code 3, 4 Hole All Red | 1 | 28.75 | 28.75T |
| COD-CD3766RW | Code 3 Chase™ Directional Light, 12 LED, 12-24V, (6)Red/(6)White | 1 | 82.80 | 82.80T |
| Freight | Shipping Freight | 1 | 90.00 | 90.00 |
| Labor - Outfitting | Equipment Installation | 1 | 1,672.00 | 1,672.00 |
| | Sales Tax | | 0.00% | 0.00 |
| | | | **Total** | $6,975.58 |

Signature & Date

This estimate does not include pass thru shipping cost. It will be billed on final invoice.

All estimates good for 30 days.

Marion Sherrill
GINN MOTOR COMPANY

ATTENTION ALL USERS: When using Order Workbench (OWB), please DO NOT disable pop-up windows functionality. OWB uses pop-up windows to display business critical alerts, confirmations and warning messages while in transactions. For assistance, contact the OWB Help Desk at 1-888-337-1010.

| owb004 | Logout

ORDER Workbench | Main > Order Vehicles > Configure a New Vehicle: Choose Options

PLAN & FORECAST | ORDER VEHICLES | MANAGE INVENTORY | LOCATE VEHICLES | DELIVER VEHICLES | REPORTS & TOOLS

# Configure a New Vehicle: Choose Options

Choose Model | Choose Options | Customer/Other Info | View Summary

Choose the options that are available for the selected PEG, and then click "Next: Configuration Summary". Click "Cancel" to cancel the entire configuration. You can see what changes you have made to the original PEG by expanding the "Options Added and Removed" section and view the "As Configured" pricing in the "My Configuration" box.

**Options Added and Removed**

* indicates a required field

**Select Vehicle Options**

→ View Weekly Constraints Report (Retail)

Expand / Collapse All Options

| Select | Option Code | Description | MSRP † | None † |
|---|---|---|---|---|
| **Primary Color* [G1E]** | | | | |
| ☐ | G1C | Slate Grey Metallic | $0.00 | |
| ☑ | G1E | Siren Red Tintcoat | $495.00 | |
| ☐ | G1W | Iridescent Pearl Tricoat | $995.00 | |
| ☐ | G7U | Sable Metallic | $395.00 | |
| ☐ | GAN | Silver Ice Metallic | $0.00 | |
| ☐ | GAZ | Summit White | $0.00 | |
| ☐ | GBA | Black | $0.00 | |
| ☐ | GC8 | Green Envy Metallic | W/A | |
| ☐ | GWT | Champagne Silver Metallic | $0.00 | |
| ☐ | GWX | Brownstone Metallic | $0.00 | |
| ☐ | GXG | Tungsten Metallic | $0.00 | |
| **Trim* [H0U]** | | | | |
| ☐ | H0K | Cocoa/Dune, Leather-appointed seat trim | $0.00 | |
| ☑ | H0U | Jet Black, Cloth seat trim | $0.00 | |
| ☐ | H2G | Jet Black, Vinyl seat trim | $0.00 | |
| ☐ | H2T | Cocoa/Dune, Cloth seat trim | $0.00 | |
| ☐ | H2U | Jet Black, Leather-appointed seat trim | $0.00 | |
| ☐ | H2V | Jet Black/Dark Ash, Leather-appointed seat trim | $0.00 | |
| ☐ | H2X | Jet Black, Perforated leather-appointed seat trim | $0.00 | |
| ☐ | H2Y | Cocoa/Dune, Perforated leather-appointed seat trim | $0.00 | |
| ☐ | H4X | Cocoa/Mahogany, Perforated leather-appointed seat trim | $295.00 | |
| **Body Code [TB4]** | | | | |
| ☑ | TB4 | Liftgate, rear manual | $0.00 | |
| ☐ | TB5 | Liftgate, power | $0.00 | |
| ☐ | TC2 | Liftgate, power, hands free | $0.00 | |
| **GVWR [C5Y]** | | | | |
| ☑ | C5Y | GVWR, 7100 lbs. (3221 kg) | $0.00 | |
| ☐ | C6A | GVWR, 7300 lbs. (3311 kg) | $0.00 | |
| **Engine* [L83]** | | | | |
| ☑ | L83 | Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing | $0.00 | |
| **Transmission* [MYC]** | | | | |
| ☑ | MYC | Transmission, 6-speed automatic, electronically controlled | $0.00 | |
| **Emissions [FE9]** | | | | |

Added 1901.59 to Bid

Your Vehicle Cost
$ 38,559.80 x 7 each
+ $ 5,073.99 Force 911 graphics
+ $ 2050
TOTAL $ 45,683.79
$ 47,585.38

MY CONFIGURATION

2016 CHEVROLET TRUCK TAHOE - CK15706 - Tahoe: 4WD

PEG: 1FL

Distrib. Entity: FLT Fleet

Order Type: FBC-Fleet Political Subdivision

RELATED LINKS

- View List of All Options and Their Detailed Descriptions
- US On-Line Order/Reference Guide

**RESOLUTION 16-03**

**A RESOLUTION TO APPOINT TWO MEMBERS TO THE PARKS AND RECREATION COMMISSION OF THE CITY OF SPRING HILL**

**WHEREAS**, there are two vacant positions on the Spring Hill Parks and Recreation Commission; and

**WHEREAS**, the vacant positions were advertised and applications were received;

**NOW THEREFORE BE IT RESOLVED**, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee that the following applicants shall be appointed to the Parks and Recreation Commission:

| **Name & Address** | **Expiration of Term** |
|---|---|
| _____ | December 31, 2018 |
| _____ | December 31, 2018 |

Passed and adopted by the Spring Hill Board of Mayor and Aldermen this 19th day of January, 2016.

_____
Rick Graham, Mayor

ATTEST:

_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____
Patrick Carter, City Attorney

Print

## Parks and Recreation Commission Application - Submission #14709

Date Submitted: 7/30/2015

**First Name**

Brooke

**Last Name**

Barrett

**Address1**

3075 Foust Drive

**Address2**

**City**

Spring Hill

**State**

TN

**Zip**

37174

**Phone Number**

615-969-1838

**Available to public**

If selected to serve, would you want this phone number available to the public?

(•) Yes ( ) No

**Email Address**

brooke.barrett@tn.gov

**Available to public**

If selected to serve, would you want this email address available to the public?

(•) Yes ( ) No

**Present Employer**

Tennessee Dept. of Environment and Conservation

**Job Title**

Regional Director/External Affaris

**Previous Governmental Bodies/Elective Offices you have served on, Position/Office held and Dates:**

Memphis City Beautiful Commission (2014)

**Civic or Charitable Organizations to which you have belonged, Position/Office Held and Dates:**

TWIG (Tennessee Women in Green)-board member (current)
PENCIL Partner for Rosebank Elementary, partnership coordinator (current)
Get Fit Franklin, advisory board (current)
Volunteer for Music City Marathon (2015)
Literacy Mid-South, volunteer (2014)
Green Matters to Women of Shelby County, Founder (2014)
Action News 5 Book Club, Founder (2013)
Women Run/Walk Memphis, Coach (2013)

**What special Interests/Skills/Talents would you bring to the Parks and Recreation Commission?**

I work for the Tennessee Department of Environment and Conservation, that gives me a unique advantage to understanding what is expected and required of the Spring Hill Parks and Recreation Committee. Part of my responsibilities at work include helping the 8 Tennessee State Parks in the Nashville region with their communication and community outreach. That can often mean finding creative ways to spread the word about park events on a small budget. I have a strong passion for parks, I spend a lot of my free time volunteering for park events with my children. I recently volunteered at the grand opening of Port Royal park with my daughter, spending a Friday night and most of Saturday helping the Parks and Rec folks keep the event running smoothly. I had so much fun at the event, I didn't want it to end, I was exhausted yes but it was so much fun to be a part of such an important day for the City of Spring Hill. Part of what I do for the Department of Environment and Conservation is champion parks progress and find grants that can make parks better. If selected for the Spring Hill Parks and Rec Commission I would bring those skills to the group and help champion the Bicycle and Greenway Plan and find ways to fund the projects proposed to make our community stronger. I love the idea of Greenways winding throughout Spring Hill, making it easy for kids to ride their bikes to school or for people coming home from work to jump on the trails from their neighborhood. I look forward to helping make this plan a reality for citizens of Spring Hill.

**Special Awards or Recognitions Received**

STAR Award for TDEC (2015)
Selected to participate in Green Leadership for TDEC (2014-2015)
Selected as a judge for the Governor's Environmental Stewardship Awards (2014)
Nominated for 3 Emmy awards (former TV news producer)
Poynter Institute graduate

**Please state the reasons why you want to become a member of the Parks and Recreation Commission**

I want to be a member of the Spring Hill Parks and Rec Commission because I love everything about Spring Hill, especially the parks. My entire family has really fallen in love with our city. Spring Hill has excellent schools, friendly people, I always feel safe here and our neighborhood is fantastic. I want to be part of the Parks and Recreation Commission because I want to give back to this wonderful community I live in. I know I can give back by shopping local and participating in my children's schools but I do all those things already, I want to do more. My passion for parks combined with my love for the city of Spring Hill is a perfect combination for a successful member of the Parks and Rec Commission.

**Is there any other information that you feel would be useful in reviewing your application?**

I grew up in Williamson County, my family moved to Franklin in 1983, that gives me an appreciation for the history of the Williamson County and Spring Hill communities. I want to be a part of the incredible growth and opportunity in Spring Hill but because I have lived in Williamson County most of my life I also want to remember and respect the past. I also think it is important to mention I have two little girls that attend Spring Hill schools. They are a big part of why I want to be involved with the Parks and Rec Commission. I want to help create outstanding places for them to play, grow and learn. If I am selected to be a part of the Spring Hill Parks and Rec Commission it would be a personal goal of mine to help create more bike trails in our community so my children will have expanded places to ride their bikes. I want to do it fore my girls and for all the kids and the kids at heart of Spring Hill.

**Are you associated with any Organizational/Employment that might be deemed as a conflict of interest in performing your duties if appointed?**

- ○ Yes
- ◉ No

**City policy directs that all appointed advisory board members do not vote on matters where a potential conflict of interest exists. Would be willing to abstain from voting if such conflict arises?**

- ◉ Yes
- ○ No

**How many Parks and Recreation Commission Meetings have you ever attended?***

1

**By signing below, I acknowledge that I am a resident of Spring Hill, over the age of 18 and all the information is true and accurate.**

Brooke Barrett

Please print form and sign in the space above.

Print

## Parks and Recreation Commission Application - Submission #13448

Date Submitted: 4/25/2015

**First Name**

Eliot

**Last Name**

Mitchell

**Address1**

2823 Tweed Place

**Address2**

**City**

Thompsons Station

**State**

Tenn

**Zip**

37179

**Phone Number**

615-336-2138

**Available to public**

If selected to serve, would you want this phone number available to the public?

- (●) Yes
- ( ) No

**Email Address**

eliotmit@bellsouth.net

**Available to public**

If selected to serve, would you want this email address available to the public?

- (●) Yes
- ( ) No

**Present Employer**

OpenText, Inc

**Job Title**

Director of Operations

**Previous Governmental Bodies/Elective Offices you have served on, Position/Office held and Dates:**

BOMA Spring Hill, Tennessee 2003-2015
LBOT Spring Hill, Tennessee 2013-2015
EDC Spring Hill, Tennessee 2005-2007
Historic Commission Spring Hill, Tennessee 2011-2013
BFAC Spring Hill, Tennessee 2008-2011, 2014-2015
State of Tennessee Work Force Development Commission 2011-2014
Member of Williamson County Parks and Recreation long range planning Committee 2000

**Civic or Charitable Organizations to which you have belonged, Position/Office Held and Dates:**

President of Bethesda Recreation Baseball 1994-1997
President Cameron Farms HOA 1995-1999
Treasurer and President Heritage Community Recreation Association(HCRA) 1997-2007
Multiple positions and parent committees in local schools (Bethesda Elementary, Heritage Elementary, Heritage Middle, Page HS, Independence HS)1993- 2008
Member of Williamson County Parks and Recreation long range planning Committee 2000

**What special Interests/Skills/Talents would you bring to the Parks and Recreation Commission?**

I have been a long time user, organizer and leader for local parks in Spring Hill and Williamson County. I have led and organized multiple youth sports organization in Spring Hill and South Williamson County. I understand the association the Parks and Rec Committee has with the Board of Mayor and Aldermen. I also understand the responsibilities the Parks and Rec Committee has. Lastly, I understand the special relationship that the local community volunteer organizations have with government organizations and also the challenges those volunteer organization have with finances and facility access.

I would be honored to serve on this committee.

**Special Awards or Recognitions Received**

**Please state the reasons why you want to become a member of the Parks and Recreation Commission**

As stated above, I believe I would bring a unique perspective to the board given my experience of raising children in this community, leading recreation associations in this community and being a decision maker for this community. Community recreation is one of my greatest passions, and I would sincerely enjoying returning to that activity by serving on this committee.

**Is there any other information that you feel would be useful in reviewing your application?**

no

**Are you associated with any Organizational/Employment that might be deemed as a conflict of interest in performing your duties if appointed?**

- ○ Yes
- ◉ No

**City policy directs that all appointed advisory board members do not vote on matters where a potential conflict of interest exists. Would be willing to abstain from voting if such conflict arises?**

- ○ Yes
- ◉ No

**How many Parks and Recreation Commission Meetings have you ever attended?***

10

**By signing below, I acknowledge that I am a resident of Spring Hill, over the age of 18 and all the information is true and accurate.**

Eliot Mitchell

Please print form and sign in the space above.

**Print**

## Parks and Recreation Commission Application - Submission #13384

Date Submitted: 4/17/2015

**First Name**

Joshua

**Last Name**

Sadler

**Address1**

1467 Bern Drive

**Address2**

**City**

Spring Hill

**State**

TN

**Zip**

37174

**Phone Number**

615-973-7230

**Available to public**

If selected to serve, would you want this phone number available to the public?

- Yes
- No

**Email Address**

Jsadler208@gmail.com

**Available to public**

If selected to serve, would you want this email address available to the public?

- Yes
- No

**Present Employer**

HCA (Hospital Corporation of America)

**Job Title**

Support Analyst

**Previous Governmental Bodies/Elective Offices you have served on, Position/Office held and Dates:**

**Civic or Charitable Organizations to which you have belonged, Position/Office Held and Dates:**

Spring Hill Sister Cities Committee

**What special Interests/Skills/Talents would you bring to the Parks and Recreation Commission?**

Previous experience as Conference Administrator with Middle Tennessee Athletic Conference, previous experience officiating, coaching, and participating in Williamson County Parks and Recreation and YMCA of Middle Tennessee sports leagues of varying age levels, passion for serving participants and offering a tremendous experience for everyone involved in recreational activities.

**Special Awards or Recognitions Received**

**Please state the reasons why you want to become a member of the Parks and Recreation Commission**

I really enjoy providing coordinated recreation, I get joy out of the fun experienced by participants in a great event or league, and I appreciate the well-rounded character improvement that people can experience through them. I love setting the table for these things to happen.

**Is there any other information that you feel would be useful in reviewing your application?**

**Are you associated with any Organizational/Employment that might be deemed as a conflict of interest in performing your duties if appointed?**

- ○ Yes
- ◉ No

**City policy directs that all appointed advisory board members do not vote on matters where a potential conflict of interest exists. Would be willing to abstain from voting if such conflict arises?**

- ◉ Yes
- ○ No

**How many Parks and Recreation Commission Meetings have you ever attended?***

0

**By signing below, I acknowledge that I am a resident of Spring Hill, over the age of 18 and all the information is true and accurate.**

Joshua Sadler

Please print form and sign in the space above.

Print

## Parks and Recreation Commission Application - Submission #13457

Date Submitted: 4/27/2015

**First Name**

Hazel

**Last Name**

Nieves

**Address1**

1107 Weaver Farm Lane

**Address2**

**City**

Spring Hill

**State**

TN

**Zip**

37174

**Phone Number**

931-451-7926

**Available to public**

If selected to serve, would you want this phone number available to the public?

(●) Yes ( ) No

**Email Address**

springhillfresh@gmail.com

**Available to public**

If selected to serve, would you want this email address available to the public?

(●) Yes ( ) No

**Present Employer**

Spring Hill FRESH

**Job Title**

Owner

**Previous Governmental Bodies/Elective Offices you have served on, Position/Office held and Dates:**

City of Spring Hill EDC- served a brief session

**Civic or Charitable Organizations to which you have belonged, Position/Office Held and Dates:**

Kiwanis Club- Spring Hill/Thompson's Station -Current
South Williamson Athletics - coaching
Riverside YMCA-Riverside, CA - served as a wilderness camp manager for 2 years
Youth Leadership-Young Life-CA

**What special Interests/Skills/Talents would you bring to the Parks and Recreation Commission?**

I have an extensive background and experience in business, marketing, digital media, generational communications, event planning, entertainment, public speaking, team building, planning/execution, and leadership. I am a terrific organizer and have proudly raised 6 children (a set of triplets), and have 11 grandchildren whom I am actively involved with.

**Special Awards or Recognitions Received**

**Please state the reasons why you want to become a member of the Parks and Recreation Commission**

First, I love my community and want others to feel the same way. I know recreation is an important factor to the majority of our residence here and it is one avenue that can literally make a huge the difference in how people view their community. Making it more attractive to spend their time in enjoying their community is a huge win for everyone.

I believe I can be very helpful on this Commission to help further the progress being made and help define the vision for our future because I am a very active member of our community and have built a successful, yet uncommon business whose core is all about building community connection and involvement among our neighbors. From this endeavor, I have a very organic insight and connection with our community and understand not only the needs our residents have, but their wants as well. I also understand how to communicate effectively in a way that has been known to achieve great engagement. This has afforded me a strong trust factor in the community but has also given me keen insight on what gets traction and action here. I feel this is an important asset I can bring to this team. I also have firsthand experience in business management, marketing, event planning and entertainment as well as I am a creative thinker and enjoy problem solving. person who my connection and because of the work I do here, the way I am able to interpret and interact with the community to bring favorable and positive results.

**Is there any other information that you feel would be useful in reviewing your application?**

I am just not one who keeps up with all I have done to easily call it to recollection. I am however a strong believer in 'service of others' and I live my life in such a way I am known for that. I have a great deal of respect in our community and I try to go about and do good for my fellow neighbor daily here. Those who know me, know I truly care for our community and I have it in my heart, I am a doer not just a talker. I believe I would bring creative insight and abilities that will add to the very committed and talented members who are currently serving and I would like very much to be a fellow team member.

**Are you associated with any Organizational/Employment that might be deemed as a conflict of interest in performing your duties if appointed?**

- ○ Yes
- ◉ No

**City policy directs that all appointed**

**How many Parks and Recreation Commission**

**advisory board members do not vote on matters where a potential conflict of interest exists. Would be willing to abstain from voting if such conflict arises?**

- (●) Yes
- ( ) No

**Meetings have you ever attended?***

0

**By signing below, I acknowledge that I am a resident of Spring Hill, over the age of 18 and all the information is true and accurate.**

Hazel Nieves

Please print form and sign in the space above.

Print

## Parks and Recreation Commission Application - Submission #13507

Date Submitted: 4/29/2015

**First Name**

Christina

**Last Name**

Hammond

**Address1**

2929 Faldo Lane

**Address2**

**City**

Spring Hill

**State**

TN

**Zip**

37174

**Phone Number**

7152920791

**Available to public**

If selected to serve, would you want this phone number available to the public?

- Yes
- No

**Email Address**

christina@zetterstenlaw.com

**Available to public**

If selected to serve, would you want this email address available to the public?

- Yes
- No

**Present Employer**

Zettersten & Hammond, PLLC

**Job Title**

Attorney

**Previous Governmental Bodies/Elective Offices you have served on, Position/Office held and Dates:**

None.

**Civic or Charitable Organizations to which you have belonged, Position/Office Held and Dates:**

Fundraising and Philanthropy Chairperson for Phi Sigma Sigma in 2008 and 2009;
Greek Counsel Chairperson for Phi Sigma Sigma in 2008 and 2009;
Superior Edge public service program (over 400 volunteer hours)

**What special Interests/Skills/Talents would you bring to the Parks and Recreation Commission?**

I am a very active person and I enjoy running, biking, swimming, and most outdoor activities. I am a marathoner and triathlete. I am a licensed teacher and have worked as a high school coach. Additionally, I am an attorney and I have experience working in administrative law and thus have drafted rules and regulations, testified at legislative hearings, and worked with legislators directly.

**Special Awards or Recognitions Received**

None.

**Please state the reasons why you want to become a member of the Parks and Recreation Commission**

I would like to use my passion for outdoor activities to help the parks and recreation commission in Spring Hill grow to the point where it is on par with other Williamson County cities. I would like to work with the Commission to get a greenway system built in Spring Hill to connect the schools and parks.

**Is there any other information that you feel would be useful in reviewing your application?**

I have also previously worked in public relations where I organized events, published a newsletter, and wrote articles for the local newspaper.

**Are you associated with any Organizational/Employment that might be deemed as a conflict of interest in performing your duties if appointed?**

- ○ Yes
- ◉ No

**City policy directs that all appointed advisory board members do not vote on matters where a potential conflict of interest exists. Would be willing to abstain from voting if such conflict arises?**

- ◉ Yes
- ○ No

**How many Parks and Recreation Commission Meetings have you ever attended?***

0

**By signing below, I acknowledge that I am a resident of Spring Hill, over the age of 18 and all the information is true and accurate.**

Christina Hammond

Please print form and sign in the space above.

Print

## Parks and Recreation Commission Application - Submission #15168

Date Submitted: 9/3/2015

**First Name**

Ricky

**Last Name**

Lynne

**Address1**

610 Winners Circle Place

**Address2**

**City**

Spring Hill

**State**

TN

**Zip**

37179

**Phone Number**

615-585-5001

**Available to public**

If selected to serve, would you want this phone number available to the public?

(•) Yes ( ) No

**Email Address**

rlynne@live.com

**Available to public**

If selected to serve, would you want this email address available to the public?

(•) Yes ( ) No

**Present Employer**

Sabre Music Ent.

**Job Title**

Owner

**Previous Governmental Bodies/Elective Offices you have served on, Position/Office held and Dates:**

Chairman of the Arts Commission spring 2015

**Civic or Charitable Organizations to which you have belonged, Position/Office Held and Dates:**

Moms club of Bellevue  member
Moms club of Spring Hill  member
Firebelle Project  member

**What special Interests/Skills/Talents would you bring to the Parks and Recreation Commission?**

Extensive Entertainment background
Computer Skills
Great at business connections and ideas
Good speaking skills, planning, organizing, managing, multitasking
I am a citizen of Spring Hill

**Special Awards or Recognitions Received**

**Please state the reasons why you want to become a member of the Parks and Recreation Commission**

I have long term plans as a citizen of Spring Hill
Feel this is an area besides the Arts Commission I am best fitted

**Is there any other information that you feel would be useful in reviewing your application?**

**Are you associated with any Organizational/Employment that might be deemed as a conflict of interest in performing your duties if appointed?**

- ○ Yes
- ◉ No

**City policy directs that all appointed advisory board members do not vote on matters where a potential conflict of interest exists. Would be willing to abstain from voting if such conflict arises?**

- ◉ Yes
- ○ No

**How many Parks and Recreation Commission Meetings have you ever attended?***

1

**By signing below, I acknowledge that I am a resident of Spring Hill, over the age of 18 and all the information is true and accurate.**

Ricky Lynne

Please print form and sign in the space above.

Print

## Parks and Recreation Commission Application - Submission #16130

Date Submitted: 12/22/2015

**First Name**

James

**Last Name**

Tew

**Address1**

2248 hayward Lane

**Address2**

**City**

Spring Hill

**State**

TN

**Zip**

37174

**Phone Number**

6153021478

**Available to public**

If selected to serve, would you want this phone number available to the public?

- Yes
- No

**Email Address**

jetewtew@gmail.com

**Available to public**

If selected to serve, would you want this email address available to the public?

- Yes
- No

**Present Employer**

Independent Business Consultant

**Job Title**

Self Employed

**Previous Governmental Bodies/Elective Offices you have served on, Position/Office held and Dates:**

N/A

**Civic or Charitable Organizations to which you have belonged, Position/Office Held and Dates:**

TN Mortgage Bankers Association - Vice President - 2014, and other positions since 2007

**What special Interests/Skills/Talents would you bring to the Parks and Recreation Commission?**

I love the outdoors and enjoy bringing my family and grandchildren to our local parks

**Special Awards or Recognitions Received**

Recent Graduate of the Spring Hill Citizens Police Academy

**Please state the reasons why you want to become a member of the Parks and Recreation Commission**

I want to serve in my community

**Is there any other information that you feel would be useful in reviewing your application?**

Alderman Matt Fitterer recommended that I apply!

**Are you associated with any Organizational/Employment that might be deemed as a conflict of interest in performing your duties if appointed?**

- ○ Yes
- ◉ No

**City policy directs that all appointed advisory board members do not vote on matters where a potential conflict of interest exists. Would be willing to abstain from voting if such conflict arises?**

- ◉ Yes
- ○ No

**How many Parks and Recreation Commission Meetings have you ever attended?***

2

**By signing below, I acknowledge that I am a resident of Spring Hill, over the age of 18 and all the information is true and accurate.**

James E. Tew

Please print form and sign in the space above.

**RESOLUTION 16-04**

**A RESOLUTION TO APPOINT A MEMBER TO THE LIBRARY BOARD OF TRUSTEES OF THE CITY OF SPRING HILL**

**WHEREAS**, there is a vacant position on the Spring Hill Library Board of Trustees; and

**WHEREAS**, the vacant position was advertised and applications were received;

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

| **Name & Address** | **Expiration of Term** |
|---|---|
| _____ | August 31, 2016 |

Passed and adopted by the Spring Hill Board of Mayor and Aldermen this 19th day of January 2016.

_____
Rick Graham, Mayor

ATTEST:

_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____
Patrick Carter, City Attorney

City of SPRING HILL TENNESSEE est. 1809

# City of Spring Hill
# Library Board of Trustees Application

Please return completed form to:
Spring Hill City Hall
Attention: Victor Lay, City Administrator
P.O. Box 789
Spring Hill, TN 37174

**Today's Date:** 12/7/15

**Last Name:** SCHOENBRODT **First Name:** Charlie

**Daytime Phone:** 615-405-2764 **Evening Phone:** 615-302-0248 **Cell Phone** _____

**Address:** 2007 Spring Meadow Dr. **City:** Spring Hill **State:** TN **Zip:** 37174

**How long have you lived in this area:** 19 yrs **Employer:** Self

**Occupation:** Pet Sitting **Years in Occupation:** 8 **Title:** Owner

**The Spring Hill Library Board of Trustees meet on the 3rd Tuesday of odd numbered months at 6:00pm.**

**Are you available to meet at this time?** **YES** X **NO** _____

**The term for this appointment is for a three year term, or the remaining term of a vacated position.**

**Are you committed to serving the full term?** **YES** X **NO** _____

**Are you able to consistently contribute additional time to committee meetings and Library-related or Board-hosted events?** **YES** X **NO** _____

**Are you a Library cardholder?** **YES** X **NO** _____

**Please list any past or present affiliations with other Boards, community groups, civic involvement, professional organizations, advocacy or volunteer groups you have been affiliated with?**

| Organization | Dates of Involvement |
|---|---|
| SH Planning Commission | Current |
| SH EDC | Current |
| Pregency Centers of Mid TN | Current |
| DASH | Current |
| SH Library Board of Trustees | 2008-10 |
| | |

**RESOLUTION 16-05 A**

**A RESOLUTION TO AUTHORIZE SUPPLEMENTAL HOLIDAY HOURS FOR UNIFORMED FIRE DEPARTMENT SHIFT PERSONNEL**

**WHEREAS**, in July 2015, the Spring Hill Board of Mayor and Aldermen ("BOMA") adopted Ordinance 15-11 which amended the City's policy for the calculation of vacation time earned by the City's uniformed Fire Department shift personnel on a 28-day work cycle ("Fire Department personnel") by redefining the workday for such employees to a 24-hour shift from the previously used 12-hour shift definition of a workday; and

**WHEREAS**, the effective date of Ordinance 15-11 is January 1, 2016; and

**WHEREAS,** the implementation of Ordinance 15-11 has resulted in the reduction by one-half (½) of the value of 2015 holiday hours earned but not yet taken for Fire Department personnel that have not taken their 2015 holiday hours prior to January 1, 2016; and

**WHEREAS,** the intention of this Resolution is to authorize a one-time supplemental holiday time credit equal to holiday hours earned but not yet taken for Fire Department personnel that have not taken their 2015 hours prior to January 1, 2016, to be referred to as Supplemental Holiday Hours Plan ("The Plan").

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen authorizes City staff, and the City Attorney as necessary, to provide and administer Supplemental Holiday Hours for affected Fire Department personnel for holiday hours earned but not taken prior to January 1, 2016; and

**BE IT FURTHER RESOLVED,** that the key provisions of the Supplemental Holiday Hours Plan shall include, but not be limited to:

1. The Plan shall provide for a one-time holiday hour supplement of an affected employee's 2015 holidays earned but not yet taken. The time allotted under this provision shall be referred to as "Supplemental Holiday Hours".

2. Supplemental Holiday Hours shall be available for use on an immediate basis.

3. Use of Supplemental Holiday Hours by Fire Department personnel is subject to Department Head administration approval to ensure appropriate staffing levels are met and budgeted overtime levels are not exceeded.

4. Supplemental Holiday Hours provided by The Plan shall expire on December 31, 2016.

5. All other terms deemed necessary by the City attorney and City staff for legal and/or administrative reasons.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the _____ day of _____, 201___.

_____
Rick Graham, Mayor

ATTEST:

_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____
Patrick Carter, City Attorney

City of
SPRING HILL
TENNESSEE
est. 1809

**REQUEST:** ***Approval of a Supplemental Vacation and Holiday Plan Hours for Uniform Fire Personnel on a 28 Day Cycle***

**SUBMITTED BY:** **Jonathan Duda, Alderman**

**DATE:** **12/30/2015**

**RE:** **Fire Department Shift Personnel Supplemental Vacation and Holiday Plan Hours**

---

## PURPOSE:

This Supplemental Plan would be provided to Uniform Fire Personnel on a 28 Day Cycle. There are two components of the plan that will be addressed: 1) Supplemental Vacation Plan Hours, and 2) Supplemental Holiday Plan Hours. The resolution has been drafted in a form to allow for amendments and to ultimately provide direction to the City Attorney to draft a formal plan agreement reflecting the provisions (*if any*) that the board has arrived at consensus on.

For the Supplemental Vacation Plan Hours, a one-time bonus deposit of Vacation Hours to the accrual bank of each Fire Department Shift Personnel effective January 1st, 2016 would be made. The purpose of the Supplemental Vacation Plan Hours is to recognize the difficulty the changes of administration of Vacation Hours will have on employees and their families, and will also serve to retain and reward these employees who have remained with the City during these changes.

For the Supplemental Holiday Plan Hours, a supplemental deposit to the remaining 2015 Holiday Hours earned (but not taken) for each Fire Department Shift Personnel would be made. The purpose of this deposit is to transition Holiday Hours earned from a 12 hour credit provided in 2015 for a Shift, to 24 hours taken for a Shift effective January 1st, 2016.

## BACKGROUND:

In June 2015, the Board of Mayor and Aldermen adopted Ordinance 15-11, amending the Spring Hill Employee Handbook in regards to the Fire Department shift personnel vacation time. The enactment of this Ordinance was adopted with an effective date of January 1, 2016.

Under the Employee Handbook, shift personnel earn and were entitled to use vacation based on the following accrual schedule:

City of
SPRING HILL
TENNESSEE
est. 1809

1st to 4th anniversary: 10 hours per month (120 total hours annually)
5th to 9th anniversary: 15 hours per month (180 total hours annually)[1]
10th anniversary+: 20 hours per month (240 total hours annually)

Prior to adoption of Ordinance 15-11, administratively, the City would only account for 1/2 of the actual time when vacation was taken, effectively doubling the amount of time that was taken by an employee. With the implementation of Ordinance 15-11, the administration of vacation time taken will equal the actual amount of vacation time taken.

During the period of time where Ordinance 15-11 was debated and voted on, members of the Board expressed concern with the effect an immediate change in the administration of the policy would have on employees and families.

This Vacation Supplemental Plan Hours is an attempt at providing these employees that are effected with a one-time bonus deposit, equal to the accrual amount they would have been eligible for prior to the adoption of this ordinance. For purposes of calculating this amount, a July 1, 2015 date is proposed. These bonus hours would not expire (i.e., if somebody wanted to spread them over 3 to 5 years, they could), which affords the individual employee to manage the use of these hours (subject to minimum staffing requirement, just as other time-off is taken).

*As an example: If an employee is entitled to receive 120 hours, but we had effectively administered taking of the time to be 240 hours, we would give that employee a one-time bonus of 120 hours to their accrued hours bank.*

Additionally, with adoption of Ordinance 15-11 defining the "workday" as 24 Hours for Uniformed Fire Personnel on a 28 day cycle, Holiday Pay provided by the Employee Handbook has been effected. Under the Holiday Pay provision for Fire Personnel, each personnel receives one additional day of vacation in lieu of the holiday, credited in 2015 at 12 hours for each Holiday. Beginning January 1, 2016, Holiday hours taken will be taken at 24 hours per shift. For personnel who have not yet taken their Holiday hours earned in 2015, the value of those hours will be reduced by half.

The Holiday Supplemental Plan Hours would provide a supplemental deposit to each personnel of their remaining 2015 Holiday Hours earned (but not taken) to provide for a conversion to the 24 hour definition of "workday" effective in 2016.

The resolution has been prepared in a manner that individual provisions can be adopted, amended or removed.

**PROVISIONS AS PROPOSED:**

[1] Ordinance 15-11 amended the 5th to 9th anniversary accrual rate to increase it to 16 hours per month (192 total hours annually).

City of
SPRING HILL
TENNESSEE
est. 1809

1) Uniform Fire Personnel on a 28 Day Cycle hired prior to July 1, 2015 are eligible for the Supplemental Vacation Plan.

2) Supplemental Vacation Plan Hours are provided as a one-time vacation supplement for affected employees of the number of vacation hours the employee would have been additionally ordinarily eligible for if not for the adoption of Ordinance 15-11 on July 1, 2015.

3) Supplemental Holiday Plan Hours are provided as a one-time holiday hour supplement of an affected employee's 2015 holiday hours earned but not yet taken as of January 1, 2016.

4) In order to ensure retention of employees, the Supplemental Vacation Plan Hours are made available for use after July 1, 2016.

5) Supplemental Holiday Plan Hours are effective immediately as they have been previously earned.

6) If an employee does leave, Supplemental Vacation Plan Hours are not eligible to be redeemed for cash. However, Supplemental Holiday Plan Hours are eligible, just as regular unused Vacation Hours are eligible should an employee leave as they are already earned.

7) Availability of time taken is subject to Department Head administrative approval, consistent with the ability to take time off under the standard policy (i.e. ability to take time off is subject to administrative approval to ensure minimum staffing levels are met and budgeted overtime levels are not exceeded).

8) Supplemental Vacation Plan hours credited do not expire and would not be subject to the maximum carry over provision for regular Vacation Hours of the Employee Handbook.

9) Supplemental Holiday Plan hours credited should be used prior to December 31, 2016.

10) Additional provisions as required by City Staff to administer the plan.

**FINANCIAL IMPACT:**

Based on preliminary figures, the total Financial Impact of providing the Vacation Supplemental Plan Hours is 6,720 total hours, or approximately $112,771. However, we have not yet amended the budget to recognize the reduction in Vacation hours as provided by the adoption of Ordinance 15-11. *Therefore, it is anticipated that the financial impact of this plan does not require a budget amendment.*

The total Financial Impact of providing the Holiday Supplemental Plan is currently being evaluated and will be provided once an accounting of Holiday hours not taken prior to January 1, 2016 can be provided.

City of
SPRING HILL
TENNESSEE
est. 1809

Additional costs include drafting of a Plan Agreement by legal counsel, but this cost is expected to be nominal.

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

1) Adoption of Resolution by the Board of Mayor and Aldermen authorizing the City Attorney to prepare a Plan Agreement and a final Resolution.

2) If the initial resolution is adopted, adoption of a 2nd Resolution once a formal Plan Agreement is prepared is proposed.

3) Execution of a Plan Agreement with employees.

## April Goad

**From:** Jonathan Duda
**Sent:** Wednesday, December 30, 2015 3:48 PM
**To:** BOMA Group; Rick Graham
**Cc:** Victor Lay; Dan Allen; April Goad; Billie Gaye Haywood; Patrick Carter
**Subject:** RE: Resolution
**Attachments:** Memo BOMA Resolution Fire Department Supplemental Vacation and Holiday Plan vJD3 12-2015.pdf

**Follow Up Flag:** Follow up
**Flag Status:** Completed

Mayor Graham and fellow Board Members,

Attached is a memo that I have prepared to accompany the resolution that Patrick had prepared and submitted at my request. It was with thoughtful consideration that I submitted this request as I know this is a difficult issue, and one that has the potential to be divisive. I did my best to incorporate feedback that I had received since introducing this item in November.

My intent with this resolution is that we provide direction to Patrick and Staff regarding two issues related to Fire Department Vacation and Holiday: First, a proposal to provide for a transition of the effect of the change to vacation, and Second, a proposal to allow for a one time bonus for Holiday Hours accrued in 2015 but not yet taken as the hours will be effectively reduced on January 1.

As currently proposed, the resolution, if adopted, would authorize Patrick to prepare a more formal legal agreement. This was intentional as I did not want to expend city resources having a legal document prepared that the board ultimately may choose to not approve.

The language in the resolution is much better at summarizing the proposal. The memo provides more detail, including the purpose, rationale for the proposals, and more information for each of the provisions as proposed.

I welcome any questions or suggestions and I am open to alternatives.

Best,
**Jonathan Duda**
City of Spring Hill Alderman
City of Spring Hill Planning Commissioner

jonathan.duda@charter.net | jduda@springhilltn.org

**Home:** 615.614.1118
**Cell:** 615.557.8400
Follow me on Facebook: http://www.facebook.com/jonathan.duda or Twitter: @AldermanDuda

*"Great communities are intentional, not accidental" - Nelson C. Andrews*

**From:** Patrick Carter <pcarter@tgwlawfirm.com>
**Sent:** Wednesday, December 30, 2015 2:32 PM
**To:** BOMA Group; Rick Graham; Jonathan Duda
**Cc:** Victor Lay; Dan Allen; April Goad; Billie Gaye Haywood
**Subject:** FW: Resolution

BOMA-

Please find attached a proposed Resolution that will be on Monday's agenda for consideration. The Resolution is sponsored by J. Duda. The Resolution has been prepared in such a way that it may be scaled in terms of features if you direct me to prepare a Resolution Providing for Fire department Vacation and Holiday Hours for Uniformed Fire Department Shift Personal.

I am now forwarding this proposed Resolution at J. Duda's request. Please let me know if you have any questions or concerns that can be addressed on an individual basis prior to Monday's meeting.

April-please add to packet as I previously requested that you include a placeholder for this item.

If I do not speak to you please have a safe and wonderful New Year.

Best,

Patrick

*Patrick M. Carter*
TISHER, WOLAVER, FREE, CARTER & LYNN, PLLC
809 South Main Street
P.O. Box 1431
Columbia, TN 38402-1431
☎ Phone: (931) 388-8868
🖷 Fax: (931) 388-6717
pcarter@tgwlawfirm.com

CONFIDENTIALITY NOTICE: If you have received this email in error, please immediately notify the sender by email at the address shown. This email transmission may contain confidential information. This information is intended only for the use of the individual(s) or entity(ies) to whom it is intended, even if addressed incorrectly. Please delete it from your files if you are not the intended recipient. Thank you for your consideration.

**Please consider the environment before printing this email.**

---

**From:** Billie Gaye Haywood
**Sent:** Wednesday, December 30, 2015 2:19 PM
**To:** Patrick Carter <pcarter@tgwlawfirm.com>
**Subject:** Resolution

**RESOLUTION 16-05 B**

**A RESOLUTION TO AUTHORIZE SUPPLEMENTAL VACATION HOURS FOR UNIFORMED FIRE DEPARTMENT SHIFT PERSONNEL**

**WHEREAS**, in July 2015, the Spring Hill Board of Mayor and Aldermen ("BOMA") adopted Ordinance 15-11 which amended the City's policy for the calculation of vacation time taken by the City's uniformed Fire Department shift personnel on a 28-day work cycle ("Fire Department personnel") by redefining the workday for such employees to a 24-hour shift from the previously used 12-hour shift definition of a workday; and

**WHEREAS**, the effective date of Ordinance 15-11 is January 1, 2016; and

**WHEREAS**; due to the implementation of Ordinance 15-11, Fire Department personnel will use vacation time at two (2) times the time they were using vacation time prior to the adoption of Ordinance 15-11; and

**WHEREAS,** during the period of time when Ordinance 15-11 was being considered, debated and voted upon, members of the BOMA expressed concern regarding the effect an immediate change in the calculation and administration of vacation time would have on the morale and well-being of Fire Department personnel and their families; and

**WHEREAS,** the intention of this Resolution is to authorize a one-time supplemental vacation time credit for certain affected Fire Department personnel to ease the transition from the former City vacation policy to the new policy expressed in Ordinance 15-11, to be referred to as Supplemental Vacation Hours Plan ("The Plan").

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen authorizes City staff, and the City Attorney as necessary, to provide and administer Supplemental Vacation Hours for affected Fire Department personnel to ease the transition from the former City vacation policy to the new policy expressed in Ordinance 15-11; and

**BE IT FURTHER RESOLVED,** that the key provisions of the Supplemental Vacation Hours Plan shall include, but not be limited to:

1. Fire Department personnel hired prior to July 1, 2015 shall be eligible for The Plan.

2. The Plan shall provide for a one-time vacation hours supplement for affected employees of the number of vacation hours the employee would have been additionally ordinarily eligible for if not for the adoption of Ordinance 15-11. Said one-time allotment shall be in addition to such employee's regular allotted vacation time calculated pursuant to the policy

set forth in Ordinance 15-11 and shall be calculated as of July 1, 2015. The time allotted under this provision shall be referred to as "Supplemental Vacation Hours".

3. Supplemental Vacation Hours shall have no cash value whatsoever.

4. Use of Supplemental Vacation Hours by Fire Department personnel is subject to Department Head administration approval to ensure appropriate staffing levels are met and budgeted overtime levels are not exceeded.

5. Supplemental Vacation Hours shall not expire.

6. Supplemental Vacation Hours shall not be subject to any maximum carry-over provision.

7. All other terms deemed necessary by the City attorney and City staff for legal and/or administrative reasons.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the _____ day of _____, 201___.

_____
Rick Graham, Mayor

ATTEST:

_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____
Patrick Carter, City Attorney

City of
SPRING HILL
TENNESSEE
est. 1809

**REQUEST:** ***Approval of a Supplemental Vacation and Holiday Plan Hours for Uniform Fire Personnel on a 28 Day Cycle***

**SUBMITTED BY:** **Jonathan Duda, Alderman**

**DATE:** **12/30/2015**

**RE:** **Fire Department Shift Personnel Supplemental Vacation and Holiday Plan Hours**

---

## PURPOSE:

This Supplemental Plan would be provided to Uniform Fire Personnel on a 28 Day Cycle. There are two components of the plan that will be addressed: 1) Supplemental Vacation Plan Hours, and 2) Supplemental Holiday Plan Hours. The resolution has been drafted in a form to allow for amendments and to ultimately provide direction to the City Attorney to draft a formal plan agreement reflecting the provisions (*if any*) that the board has arrived at consensus on.

For the Supplemental Vacation Plan Hours, a one-time bonus deposit of Vacation Hours to the accrual bank of each Fire Department Shift Personnel effective January 1st, 2016 would be made. The purpose of the Supplemental Vacation Plan Hours is to recognize the difficulty the changes of administration of Vacation Hours will have on employees and their families, and will also serve to retain and reward these employees who have remained with the City during these changes.

For the Supplemental Holiday Plan Hours, a supplemental deposit to the remaining 2015 Holiday Hours earned (but not taken) for each Fire Department Shift Personnel would be made. The purpose of this deposit is to transition Holiday Hours earned from a 12 hour credit provided in 2015 for a Shift, to 24 hours taken for a Shift effective January 1st, 2016.

## BACKGROUND:

In June 2015, the Board of Mayor and Aldermen adopted Ordinance 15-11, amending the Spring Hill Employee Handbook in regards to the Fire Department shift personnel vacation time. The enactment of this Ordinance was adopted with an effective date of January 1, 2016.

Under the Employee Handbook, shift personnel earn and were entitled to use vacation based on the following accrual schedule:

City of
SPRING HILL
TENNESSEE
est. 1809

1st to 4th anniversary: 10 hours per month (120 total hours annually)
5th to 9th anniversary: 15 hours per month (180 total hours annually)[1]
10th anniversary+: 20 hours per month (240 total hours annually)

Prior to adoption of Ordinance 15-11, administratively, the City would only account for 1/2 of the actual time when vacation was taken, effectively doubling the amount of time that was taken by an employee. With the implementation of Ordinance 15-11, the administration of vacation time taken will equal the actual amount of vacation time taken.

During the period of time where Ordinance 15-11 was debated and voted on, members of the Board expressed concern with the effect an immediate change in the administration of the policy would have on employees and families.

This Vacation Supplemental Plan Hours is an attempt at providing these employees that are effected with a one-time bonus deposit, equal to the accrual amount they would have been eligible for prior to the adoption of this ordinance. For purposes of calculating this amount, a July 1, 2015 date is proposed. These bonus hours would not expire (i.e., if somebody wanted to spread them over 3 to 5 years, they could), which affords the individual employee to manage the use of these hours (subject to minimum staffing requirement, just as other time-off is taken).

*As an example: If an employee is entitled to receive 120 hours, but we had effectively administered taking of the time to be 240 hours, we would give that employee a one-time bonus of 120 hours to their accrued hours bank.*

Additionally, with adoption of Ordinance 15-11 defining the "workday" as 24 Hours for Uniformed Fire Personnel on a 28 day cycle, Holiday Pay provided by the Employee Handbook has been effected. Under the Holiday Pay provision for Fire Personnel, each personnel receives one additional day of vacation in lieu of the holiday, credited in 2015 at 12 hours for each Holiday. Beginning January 1, 2016, Holiday hours taken will be taken at 24 hours per shift. For personnel who have not yet taken their Holiday hours earned in 2015, the value of those hours will be reduced by half.

The Holiday Supplemental Plan Hours would provide a supplemental deposit to each personnel of their remaining 2015 Holiday Hours earned (but not taken) to provide for a conversion to the 24 hour definition of "workday" effective in 2016.

The resolution has been prepared in a manner that individual provisions can be adopted, amended or removed.

**PROVISIONS AS PROPOSED:**

[1] Ordinance 15-11 amended the 5th to 9th anniversary accrual rate to increase it to 16 hours per month (192 total hours annually).

City of
SPRING HILL
TENNESSEE
est. 1809

1) Uniform Fire Personnel on a 28 Day Cycle hired prior to July 1, 2015 are eligible for the Supplemental Vacation Plan.

2) Supplemental Vacation Plan Hours are provided as a one-time vacation supplement for affected employees of the number of vacation hours the employee would have been additionally ordinarily eligible for if not for the adoption of Ordinance 15-11 on July 1, 2015.

3) Supplemental Holiday Plan Hours are provided as a one-time holiday hour supplement of an affected employee's 2015 holiday hours earned but not yet taken as of January 1, 2016.

4) In order to ensure retention of employees, the Supplemental Vacation Plan Hours are made available for use after July 1, 2016.

5) Supplemental Holiday Plan Hours are effective immediately as they have been previously earned.

6) If an employee does leave, Supplemental Vacation Plan Hours are not eligible to be redeemed for cash. However, Supplemental Holiday Plan Hours are eligible, just as regular unused Vacation Hours are eligible should an employee leave as they are already earned.

7) Availability of time taken is subject to Department Head administrative approval, consistent with the ability to take time off under the standard policy (i.e. ability to take time off is subject to administrative approval to ensure minimum staffing levels are met and budgeted overtime levels are not exceeded).

8) Supplemental Vacation Plan hours credited do not expire and would not be subject to the maximum carry over provision for regular Vacation Hours of the Employee Handbook.

9) Supplemental Holiday Plan hours credited should be used prior to December 31, 2016.

10) Additional provisions as required by City Staff to administer the plan.

**FINANCIAL IMPACT:**

Based on preliminary figures, the total Financial Impact of providing the Vacation Supplemental Plan Hours is 6,720 total hours, or approximately $112,771. However, we have not yet amended the budget to recognize the reduction in Vacation hours as provided by the adoption of Ordinance 15-11. *Therefore, it is anticipated that the financial impact of this plan does not require a budget amendment.*

The total Financial Impact of providing the Holiday Supplemental Plan is currently being evaluated and will be provided once an accounting of Holiday hours not taken prior to January 1, 2016 can be provided.

City of
SPRING HILL
TENNESSEE
est. 1809

Additional costs include drafting of a Plan Agreement by legal counsel, but this cost is expected to be nominal.

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

1) Adoption of Resolution by the Board of Mayor and Aldermen authorizing the City Attorney to prepare a Plan Agreement and a final Resolution.

2) If the initial resolution is adopted, adoption of a 2nd Resolution once a formal Plan Agreement is prepared is proposed.

3) Execution of a Plan Agreement with employees.

## April Goad

**From:** Jonathan Duda
**Sent:** Wednesday, December 30, 2015 3:48 PM
**To:** BOMA Group; Rick Graham
**Cc:** Victor Lay; Dan Allen; April Goad; Billie Gaye Haywood; Patrick Carter
**Subject:** RE: Resolution
**Attachments:** Memo BOMA Resolution Fire Department Supplemental Vacation and Holiday Plan vJD3 12-2015.pdf

**Follow Up Flag:** Follow up
**Flag Status:** Completed

Mayor Graham and fellow Board Members,

Attached is a memo that I have prepared to accompany the resolution that Patrick had prepared and submitted at my request. It was with thoughtful consideration that I submitted this request as I know this is a difficult issue, and one that has the potential to be divisive. I did my best to incorporate feedback that I had received since introducing this item in November.

My intent with this resolution is that we provide direction to Patrick and Staff regarding two issues related to Fire Department Vacation and Holiday: First, a proposal to provide for a transition of the effect of the change to vacation, and Second, a proposal to allow for a one time bonus for Holiday Hours accrued in 2015 but not yet taken as the hours will be effectively reduced on January 1.

As currently proposed, the resolution, if adopted, would authorize Patrick to prepare a more formal legal agreement. This was intentional as I did not want to expend city resources having a legal document prepared that the board ultimately may choose to not approve.

The language in the resolution is much better at summarizing the proposal. The memo provides more detail, including the purpose, rationale for the proposals, and more information for each of the provisions as proposed.

I welcome any questions or suggestions and I am open to alternatives.

Best,
**Jonathan Duda**
City of Spring Hill Alderman
City of Spring Hill Planning Commissioner

jonathan.duda@charter.net | jduda@springhilltn.org

**Home:** 615.614.1118
**Cell:** 615.557.8400
Follow me on Facebook: http://www.facebook.com/jonathan.duda or Twitter: @AldermanDuda

*"Great communities are intentional, not accidental" - Nelson C. Andrews*

**From:** Patrick Carter <pcarter@tgwlawfirm.com>
**Sent:** Wednesday, December 30, 2015 2:32 PM
**To:** BOMA Group; Rick Graham; Jonathan Duda
**Cc:** Victor Lay; Dan Allen; April Goad; Billie Gaye Haywood
**Subject:** FW: Resolution

BOMA-

Please find attached a proposed Resolution that will be on Monday's agenda for consideration. The Resolution is sponsored by J. Duda. The Resolution has been prepared in such a way that it may be scaled in terms of features if you direct me to prepare a Resolution Providing for Fire department Vacation and Holiday Hours for Uniformed Fire Department Shift Personal.

I am now forwarding this proposed Resolution at J. Duda's request. Please let me know if you have any questions or concerns that can be addressed on an individual basis prior to Monday's meeting.

April-please add to packet as I previously requested that you include a placeholder for this item.

If I do not speak to you please have a safe and wonderful New Year.

Best,

Patrick

*Patrick M. Carter*
TISHER, WOLAVER, FREE, CARTER & LYNN, PLLC
809 South Main Street
P.O. Box 1431
Columbia, TN 38402-1431
☎ Phone: (931) 388-8868
🖷 Fax: (931) 388-6717
pcarter@tgwlawfirm.com

CONFIDENTIALITY NOTICE: If you have received this email in error, please immediately notify the sender by email at the address shown. This email transmission may contain confidential information. This information is intended only for the use of the individual(s) or entity(ies) to whom it is intended, even if addressed incorrectly. Please delete it from your files if you are not the intended recipient. Thank you for your consideration.

**Please consider the environment before printing this email.**

---

**From:** Billie Gaye Haywood
**Sent:** Wednesday, December 30, 2015 2:19 PM
**To:** Patrick Carter <pcarter@tgwlawfirm.com>
**Subject:** Resolution

Spring Hill TN

# Leave Summary

Date Range: 1/1/2015 - 12/31/2015

| Employee # | Employee Name | | Leave Code | | Earned | Taken | ments | Balance |
|---|---|---|---|---|---|---|---|---|
| **Department: 422 FIRE DEPT** | | | | | | | | |
| 1-1187 | ADAIR, TIMOTHY J | 07/26/2006 | 3-Fire Annual | 0.00 | 180.00 | 276.00 | 236.50 | 140.50 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 12.00 | 0.00 | 84.00 |
| 1-1326 | BENNETT, JAMES B | 11/28/2005 | 3-Fire Annual | 0.00 | 240.00 | 246.00 | 323.00 | 317.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 24.00 | 0.00 | 72.00 |
| 1-1307 | BERRY, JAMES E | 03/07/2007 | 3-Fire Annual | 0.00 | 180.00 | 224.00 | 144.00 | 100.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 36.00 | 0.00 | 60.00 |
| 1-1075 | BOWERS, RUSSELL A | 08/02/2004 | 3-Fire Annual | 0.00 | 240.00 | 257.00 | 299.00 | 282.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 0.00 | 0.00 | 96.00 |
| 1-1108 | BOYD, GREGORY E | 10/10/2005 | 3-Fire Annual | 0.00 | 240.00 | 132.00 | 180.00 | 288.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 24.00 | 0.00 | 72.00 |
| 1-1360 | BOYD, MATTHEW G | 10/01/2008 | 3-Fire Annual | 0.00 | 180.00 | 228.00 | 216.00 | 168.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 36.00 | 0.00 | 60.00 |
| 1-1140 | BRICE, JASON D | 08/21/2006 | 3-Fire Annual | 0.00 | 180.00 | 204.00 | 276.00 | 252.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 0.00 | 0.00 | 96.00 |
| 1-1365 | BROWN, RENARD T | 01/01/2009 | 3-Fire Annual | 0.00 | 0.00 | 60.00 | 252.00 | 192.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 2.00 | 0.00 | 94.00 |
| 1-1117 | BRYAN, MICHAEL P | 07/07/2006 | 3-Fire Annual | 0.00 | 180.00 | 67.00 | 113.00 | 0.00 |
| | | | VAC-Holiday Fire | 0.00 | 12.00 | 0.00 | -12.00 | 0.00 |
| 1-1617 | Burns, Joshua N | 08/17/2015 | VAC-Holiday Fire | 0.00 | 48.00 | 0.00 | 0.00 | 48.00 |
| 1-1044 | CARSON, ERNEST CHAD | 04/28/2006 | 3-Fire Annual | 0.00 | 180.00 | 144.00 | 83.00 | 119.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 12.00 | 0.00 | 84.00 |
| 1-1618 | Caudy, Chad G | 08/17/2015 | VAC-Holiday Fire | 0.00 | 48.00 | 0.00 | 0.00 | 48.00 |
| 1-1289 | CURRIE, JEFFREY P | 02/28/2007 | 3-Fire Annual | 0.00 | 0.00 | 213.50 | 281.00 | 67.50 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 12.00 | 0.00 | 84.00 |
| 1-1014 | DAY, THOMAS A | 11/18/2006 | 3-Fire Annual | 0.00 | 180.00 | 252.00 | 311.00 | 239.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 12.00 | 0.00 | 84.00 |
| 1-1284 | DEMASTUS, MICHAEL A | 08/02/2004 | 3-Fire Annual | 0.00 | 240.00 | 186.00 | 132.00 | 186.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 36.00 | 0.00 | 60.00 |
| 1-1325 | EARWOOD, ROBERT M | 11/30/2008 | 3-Fire Annual | 0.00 | 180.00 | 180.00 | 276.00 | 276.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 0.00 | 0.00 | 96.00 |
| 1-1251 | ESTES, CHARLES W | 08/02/2004 | 3-Fire Annual | 0.00 | 240.00 | 283.00 | 218.00 | 175.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 0.00 | 0.00 | 96.00 |
| 1-1287 | EZELL, JARRED C | 11/29/2008 | 3-Fire Annual | 0.00 | 180.00 | 36.00 | 156.00 | 300.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 12.00 | 0.00 | 84.00 |
| 1-1236 | FILSON, MARK A | 05/30/2006 | 3-Fire Annual | 0.00 | 180.00 | 225.00 | 132.00 | 87.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 0.00 | 0.00 | 96.00 |
| 1-1007 | FLINT, COLBY | 12/19/2003 | 3-Fire Annual | 0.00 | 240.00 | 252.00 | 312.00 | 300.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 0.00 | 0.00 | 96.00 |
| 1-1433 | FORST, SCOTT T | 08/08/2011 | 3-Fire Annual | 0.00 | 120.00 | 315.00 | 259.00 | 64.00 |

Date Range: 1/1/2015 - 12/31/2015

| Employee # | Employee Name | | Leave Code | | Earned | Taken | ments | Balance |
|---|---|---|---|---|---|---|---|---|
| 1-1433 | FORST, SCOTT T | 08/08/2011 | VAC-Holiday Fire | 0.00 | 96.00 | 12.00 | 0.00 | 84.00 |
| 1-1090 | GARZA, BRIAN M | 12/17/2003 | 3-Fire Annual | 0.00 | 240.00 | 228.00 | 348.00 | 360.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 60.00 | 0.00 | 36.00 |
| 1-1159 | GLENN, KEVIN R | 08/02/2004 | 3-Fire Annual | 0.00 | 240.00 | 150.00 | 180.00 | 270.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 36.00 | 0.00 | 60.00 |
| EMP00009 | Hardy, Dylan Glenn | 09/14/2015 | VAC-Holiday Fire | 0.00 | 0.00 | 0.00 | 36.00 | 36.00 |
| 1-1092 | HARDY, JEFFREY A | 05/16/2005 | 3-Fire Annual | 0.00 | 240.00 | 252.00 | 185.00 | 173.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 12.00 | 0.00 | 84.00 |
| 1-1241 | HICKMAN, WILLIAM W | 07/12/2006 | 3-Fire Annual | 0.00 | 180.00 | 228.00 | 126.50 | 78.50 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 36.00 | 0.00 | 60.00 |
| 1-1447 | HINSON, JAMES E | 08/18/2014 | 3-Fire Annual | 0.00 | 180.00 | 144.00 | 120.00 | 156.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 0.00 | 0.00 | 96.00 |
| 1-1567 | HOOD, TERRY W | 06/16/2014 | 3-Fire Annual | 0.00 | 60.00 | 0.00 | -60.00 | 0.00 |
| 1-1323 | HUGHES, BRANDON J | 07/19/2006 | 3-Fire Annual | 0.00 | 180.00 | 177.00 | 189.00 | 192.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 0.00 | 0.00 | 96.00 |
| 1-1448 | JACKSON, CHRISTOPHEF | 09/06/2011 | 3-Fire Annual | 0.00 | 120.00 | 36.00 | 132.00 | 216.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 24.00 | 0.00 | 72.00 |
| 1-1314 | JOHNSON, LODUS B | 08/29/2006 | 3-Fire Annual | 0.00 | 180.00 | 180.00 | 204.00 | 204.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 12.00 | 0.00 | 84.00 |
| 1-1398 | KIRKLAND, MICHAEL W | 04/17/2006 | 3-Fire Annual | 0.00 | 180.00 | 271.75 | 91.75 | 0.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 12.00 | 0.00 | 84.00 |
| 1-1387 | KLEMME, KEVIN D | 10/30/2006 | 3-Fire Annual | 0.00 | 180.00 | 276.00 | 228.00 | 132.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 0.00 | 0.00 | 96.00 |
| 1-1610 | Lee, Tony R | 05/26/2015 | 3-Fire Annual | 0.00 | 0.00 | 0.00 | 60.00 | 60.00 |
| | | | VAC-Holiday Fire | 0.00 | 72.00 | 0.00 | 0.00 | 72.00 |
| 1-1588 | LEGASPI, ROBERT S | 09/23/2014 | 3-Fire Annual | 0.00 | 120.00 | 0.00 | 60.00 | 180.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 48.00 | 0.00 | 48.00 |
| 1-1045 | LENESKI, TRACY L | 04/12/2000 | 3-Fire Annual | 0.00 | 0.00 | 47.00 | 47.00 | 0.00 |
| 1-1019 | PAPPAS, WILLIAM M | 11/28/2005 | 3-Fire Annual | 0.00 | 240.00 | 132.00 | 252.00 | 360.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 24.00 | 0.00 | 72.00 |
| 1-1277 | PEWITT, JOHN BRYAN | 04/19/2004 | 3-Fire Annual | 0.00 | 240.00 | 240.00 | 240.00 | 240.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 0.00 | 0.00 | 96.00 |
| 1-1578 | PINE, GRANT N | 08/18/2014 | 3-Fire Annual | 0.00 | 120.00 | 84.00 | 96.00 | 132.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 6.00 | 0.00 | 90.00 |
| 1-1215 | PINKERTON, MICHEAL R | 04/17/2006 | 3-Fire Annual | 0.00 | 180.00 | 216.00 | 48.00 | 12.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 0.00 | 0.00 | 96.00 |
| 1-1219 | PURCELL, SCOTTIE A | 05/16/2005 | 3-Fire Annual | 0.00 | 240.00 | 310.00 | 145.50 | 75.50 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 0.00 | 0.00 | 96.00 |
| 1-1160 | REYNOLDS, JAMES M | 10/03/2005 | 3-Fire Annual | 0.00 | 240.00 | 192.00 | 228.00 | 276.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 48.00 | 0.00 | 48.00 |
| 1-1412 | SHARP, JEFFREY W | 05/16/2005 | 3-Fire Annual | 0.00 | 240.00 | 84.00 | 192.00 | 348.00 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 0.00 | 0.00 | 96.00 |
| 1-1434 | WATSON, KYLE R | 08/08/2011 | 3-Fire Annual | 0.00 | 120.00 | 185.00 | 224.75 | 159.75 |
| | | | VAC-Holiday Fire | 0.00 | 96.00 | 0.00 | 0.00 | 96.00 |

Date Range: 1/1/2015 - 12/31/2015

| Employee # | Employee Name | L | Leave Code | I | Earned | Taken | ments | Balance |
|---|---|---|---|---|---|---|---|---|
| 1-1619 | White, Logan W | 08/17/2015 | VAC-Holiday Fire | 0.00 | 48.00 | 0.00 | 0.00 | 48.00 |

Spring Hill, TN

# Leave Summary Totals

nge: 1/1/2015 - 12/31/2015

Employees Printed: 45

| Leave Code | Balance | Earned | Taken | Adjustments | Balance |
|---|---|---|---|---|---|
| 3-Fire Annual | 0.00 | 7080.00 | 7213.25 | 7311.00 | 7177.75 |
| VAC-Holiday Fire | 0.00 | 3780.00 | 548.00 | 24.00 | 3256.00 |

| Employee # | | | | | | | Carry over |
|---|---|---|---|---|---|---|---|
| | | 422 FIRE DEPT | | | | | Hours as of |
| Department: | | Em Hire Date | Leave Code | Earned | Taken | Adjustments | 1-Jan-16 |
| 1-1187 | 1 | AD 07/26/2006 | 3-Fire Annual | 180.00 | 276.00 | 236.50 | 140.5 |
| | 2 | | VAC-Holiday Fire | 96.00 | 12.00 | 0.00 | 84 |
| | 3 | | | | | | |
| 1-1326 | 4 | BE 11/28/2005 | 3-Fire Annual | 240.00 | 246.00 | 323.00 | 317 |
| | 5 | | VAC-Holiday Fire | 96.00 | 24.00 | 0.00 | 72 |
| | 6 | | | | | | |
| 1-1307 | 7 | BE 03/07/2007 | 3-Fire Annual | 180.00 | 224.00 | 144.00 | 100 |
| | 8 | | VAC-Holiday Fire | 96.00 | 36.00 | 0.00 | 60 |
| | 9 | | | | | | |
| 1-1075 | 10 | BO 08/02/2004 | 3-Fire Annual | 240.00 | 257.00 | 299.00 | 282 |
| | 11 | | VAC-Holiday Fire | 96.00 | 0.00 | 0.00 | 96 |
| | 12 | | | | | | |
| 1-1108 | 13 | BO 10/10/2005 | 3-Fire Annual | 240.00 | 132.00 | 180.00 | 288 |
| | 14 | | VAC-Holiday Fire | 96.00 | 24.00 | 0.00 | 72 |
| | 15 | | | | | | |
| 1-1360 | 16 | BO 10/01/2008 | 3-Fire Annual | 180.00 | 228.00 | 216.00 | 168 |
| | 17 | | VAC-Holiday Fire | 96.00 | 36.00 | 0.00 | 60 |
| | 18 | | | | | | |
| 1-1140 | 19 | BR 08/21/2006 | 3-Fire Annual | 180.00 | 204.00 | 276.00 | 252 |
| | 20 | | VAC-Holiday Fire | 96.00 | 0.00 | 0.00 | 96 |
| | 21 | | | | | | |
| 1-1365 | 22 | BR 01/01/2009 | 3-Fire Annual | 0.00 | 60.00 | 252.00 | 192 |
| | 23 | | VAC-Holiday Fire | 96.00 | 2.00 | 0.00 | 94 |
| | 24 | | | | | | |
| 1-1617 | 28 | Bu 08/17/2015 | VAC-Holiday Fire | 48.00 | 0.00 | 0.00 | 48 |
| | 29 | | | | | | |
| 1-1044 | 30 | CA 04/28/2006 | 3-Fire Annual | 180.00 | 144.00 | 83.00 | 119 |
| | 31 | | VAC-Holiday Fire | 96.00 | 12.00 | 0.00 | 84 |
| | 32 | | | | | | |
| 1-1618 | 33 | Ca 08/17/2015 | VAC-Holiday Fire | 48.00 | 0.00 | 0.00 | 48 |
| | 34 | | | | | | |
| 1-1289 | 35 | CU 02/28/2007 | 3-Fire Annual | 0.00 | 213.50 | 281.00 | 67.5 |
| | 36 | | VAC-Holiday Fire | 96.00 | 12.00 | 0.00 | 84 |
| | 37 | | | | | | |
| 1-1014 | 38 | DA 11/18/2006 | 3-Fire Annual | 180.00 | 252.00 | 311.00 | 239 |
| | 39 | | VAC-Holiday Fire | 96.00 | 12.00 | 0.00 | 84 |
| | 40 | | | | | | |
| 1-1284 | 41 | DE 08/02/2004 | 3-Fire Annual | 240.00 | 186.00 | 132.00 | 186 |
| | 42 | | VAC-Holiday Fire | 96.00 | 36.00 | 0.00 | 60 |
| | 43 | | | | | | |
| 1-1325 | 44 | EA 11/30/2008 | 3-Fire Annual | 180.00 | 180.00 | 276.00 | 276 |
| | 45 | | VAC-Holiday Fire | 96.00 | 0.00 | 0.00 | 96 |
| | 46 | | | | | | |
| 1-1251 | 47 | ES 08/02/2004 | 3-Fire Annual | 240.00 | 283.00 | 218.00 | 175 |
| | 48 | | VAC-Holiday Fire | 96.00 | 0.00 | 0.00 | 96 |
| | 49 | | | | | | |
| 1-1287 | 50 | EZ 11/29/2008 | 3-Fire Annual | 180.00 | 36.00 | 156.00 | 300 |
| | 51 | | VAC-Holiday Fire | 96.00 | 12.00 | 0.00 | 84 |
| | 52 | | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1-1236 | 53 | FIL 05/30/2006 | 3-Fire Annual | 180.00 | 225.00 | 132.00 | 87 |
| | 54 | | VAC-Holiday Fire | 96.00 | 0.00 | 0.00 | 96 |
| | 55 | | | | | | |
| 1-1007 | 56 | FLI 12/19/2003 | 3-Fire Annual | 240.00 | 252.00 | 312.00 | 300 |
| | 57 | | VAC-Holiday Fire | 96.00 | 0.00 | 0.00 | 96 |
| | 58 | | | | | | |
| 1-1433 | 59 | FO 08/08/2011 | 3-Fire Annual | 120.00 | 315.00 | 259.00 | 64 |
| | 68 | | VAC-Holiday Fire | 96.00 | 12.00 | 0.00 | 84 |
| | 69 | | | | | | |
| 1-1090 | 70 | GA 12/17/2003 | 3-Fire Annual | 240.00 | 228.00 | 348.00 | 360 |
| | 71 | | VAC-Holiday Fire | 96.00 | 60.00 | 0.00 | 36 |
| | 72 | | | | | | |
| 1-1159 | 73 | GL 08/02/2004 | 3-Fire Annual | 240.00 | 150.00 | 180.00 | 270 |
| | 74 | | VAC-Holiday Fire | 96.00 | 36.00 | 0.00 | 60 |
| | 75 | | | | | | |
| EMP00009 | 76 | Ha 09/14/2015 | VAC-Holiday Fire | 0.00 | 0.00 | 36.00 | 36 |
| | 77 | | | | | | |
| 1-1092 | 78 | HA 05/16/2005 | 3-Fire Annual | 240.00 | 252.00 | 185.00 | 173 |
| | 79 | | VAC-Holiday Fire | 96.00 | 12.00 | 0.00 | 84 |
| | 80 | | | | | | |
| 1-1241 | 81 | HI( 07/12/2006 | 3-Fire Annual | 180.00 | 228.00 | 126.50 | 78.5 |
| | 82 | | VAC-Holiday Fire | 96.00 | 36.00 | 0.00 | 60 |
| | 83 | | | | | | |
| 1-1447 | 84 | HI! 08/18/2014 | 3-Fire Annual | 180.00 | 144.00 | 120.00 | 156 |
| | 85 | | VAC-Holiday Fire | 96.00 | 0.00 | 0.00 | 96 |
| | 86 | | | | | | |
| 1-1323 | 89 | HU 07/19/2006 | 3-Fire Annual | 180.00 | 177.00 | 189.00 | 192 |
| | 90 | | VAC-Holiday Fire | 96.00 | 0.00 | 0.00 | 96 |
| | 91 | | | | | | |
| 1-1448 | 92 | JA( 09/06/2011 | 3-Fire Annual | 120.00 | 36.00 | 132.00 | 216 |
| | 93 | | VAC-Holiday Fire | 96.00 | 24.00 | 0.00 | 72 |
| | 94 | | | | | | |
| 1-1314 | 95 | JOI 08/29/2006 | 3-Fire Annual | 180.00 | 180.00 | 204.00 | 204 |
| | 96 | | VAC-Holiday Fire | 96.00 | 12.00 | 0.00 | 84 |
| | 97 | | | | | | |
| 1-1398 | 98 | KIF 04/17/2006 | 3-Fire Annual | 180.00 | 271.75 | 91.75 | 0 |
| | 99 | | VAC-Holiday Fire | 96.00 | 12.00 | 0.00 | 84 |
| | 100 | | | | | | |
| 1-1387 | 101 | KLI 10/30/2006 | 3-Fire Annual | 180.00 | 276.00 | 228.00 | 132 |
| | 102 | | VAC-Holiday Fire | 96.00 | 0.00 | 0.00 | 96 |
| | 103 | | | | | | |
| 1-1610 | 104 | Le( 05/26/2015 | 3-Fire Annual | 0.00 | 0.00 | 60.00 | 60 |
| | 105 | | VAC-Holiday Fire | 72.00 | 0.00 | 0.00 | 72 |
| | 106 | | | | | | |
| 1-1588 | 107 | LE( 09/23/2014 | 3-Fire Annual | 120.00 | 0.00 | 60.00 | 180 |
| | 108 | | VAC-Holiday Fire | 96.00 | 48.00 | 0.00 | 48 |
| | 109 | | | | | | |
| | 111 | | | | | | |
| 1-1019 | 112 | PA 11/28/2005 | 3-Fire Annual | 240.00 | 132.00 | 252.00 | 360 |
| | 113 | | VAC-Holiday Fire | 96.00 | 24.00 | 0.00 | 72 |
| | 114 | | | | | | |
| 1-1277 | 115 | PE' 04/19/2004 | 3-Fire Annual | 240.00 | 240.00 | 240.00 | 240 |
| | 116 | | VAC-Holiday Fire | 96.00 | 0.00 | 0.00 | 96 |
| | 117 | | | | | | |
| 1-1578 | 118 | PI! 08/18/2014 | 3-Fire Annual | 120.00 | 84.00 | 96.00 | 132 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | 119 | | VAC-Holiday Fire | 96.00 | 6.00 | 0.00 | 90 |
| | 120 | | | | | | |
| 1-1215 | 121 | PIN 04/17/2006 | 3-Fire Annual | 180.00 | 216.00 | 48.00 | 12 |
| | 122 | | VAC-Holiday Fire | 96.00 | 0.00 | 0.00 | 96 |
| | 123 | | | | | | |
| 1-1219 | 124 | PU 05/16/2005 | 3-Fire Annual | 240.00 | 310.00 | 145.50 | 75.5 |
| | 125 | | VAC-Holiday Fire | 96.00 | 0.00 | 0.00 | 96 |
| | 126 | | | | | | |
| 1-1160 | 127 | RE' 10/03/2005 | 3-Fire Annual | 240.00 | 192.00 | 228.00 | 276 |
| | 128 | | VAC-Holiday Fire | 96.00 | 48.00 | 0.00 | 48 |
| | 129 | | | | | | |
| 1-1412 | 130 | SH. 05/16/2005 | 3-Fire Annual | 240.00 | 84.00 | 192.00 | 348 |
| | 131 | | VAC-Holiday Fire | 96.00 | 0.00 | 0.00 | 96 |
| | 132 | | | | | | |
| 1-1434 | 133 | W/ 08/08/2011 | 3-Fire Annual | 120.00 | 185.00 | 224.75 | 159.75 |
| | 134 | | VAC-Holiday Fire | 96.00 | 0.00 | 0.00 | 96 |
| | 135 | | | | | | |
| 1-1619 | 137 | Wl 08/17/2015 | VAC-Holiday Fire | 48.00 | 0.00 | 0.00 | 48 |

| Years Service as of 7/1/2015 | Supplemental Vacation Schedule | | | Supplemental Holiday Hours | Total Hours Carry over plus Supplemental | Total Days Carry over plus Supplemental |
|---|---|---|---|---|---|---|
| | <1 year | 0 | Hours | | | |
| | 1 - 4 years | 120 | Hours | | | |
| | 5 - 9 years | 180 | Hours | | | |
| | 10+ years | 240 | Hours | | | |
| 8 | | 180 | | | 320.5 | 13.35 |
| | | | | 84 | 168 | 7.00 |
| 9 | | 180 | | | 497 | 20.71 |
| | | | | 72 | 144 | 6.00 |
| 8 | | 180 | | | 280 | 11.67 |
| | | | | 60 | 120 | 5.00 |
| 10 | | 240 | | | 522 | 21.75 |
| | | | | 96 | 192 | 8.00 |
| 9 | | 180 | | | 468 | 19.50 |
| | | | | 72 | 144 | 6.00 |
| 6 | | 180 | | | 348 | 14.50 |
| | | | | 60 | 120 | 5.00 |
| 8 | | 180 | | | 432 | 18.00 |
| | | | | 96 | 192 | 8.00 |
| 6 | | 180 | | | 372 | 15.50 |
| | | | | 94 | 188 | 7.83 |
| -1 | | 0 | | 48 | 96 | 4.00 |
| 9 | | 180 | | | 299 | 12.46 |
| | | | | 84 | 168 | 7.00 |
| -1 | | 0 | | 48 | 96 | 4.00 |
| 8 | | 180 | | | 247.5 | 10.31 |
| | | | | 84 | 168 | 7.00 |
| 8 | | 180 | | | 419 | 17.46 |
| | | | | 84 | 168 | 7.00 |
| 10 | | 240 | | | 426 | 17.75 |
| | | | | 60 | 120 | 5.00 |
| 6 | | 180 | | | 456 | 19.00 |
| | | | | 96 | 192 | 8.00 |
| 10 | | 240 | | | 415 | 17.29 |
| | | | | 96 | 192 | 8.00 |
| 6 | | 180 | | | 480 | 20.00 |
| | | | | 84 | 168 | 7.00 |

| | | | | |
|---|---|---|---|---|
| 9 | 180 | | 267 | 11.13 |
| | | 96 | 192 | 8.00 |
| 11 | 240 | | 540 | 22.50 |
| | | 96 | 192 | 8.00 |
| 3 | 120 | | 184 | 7.67 |
| | | 84 | 168 | 7.00 |
| 11 | 240 | | 600 | 25.00 |
| | | 36 | 72 | 3.00 |
| 10 | 240 | | 510 | 21.25 |
| | | 60 | 120 | 5.00 |
| -1 | 0 | 36 | 72 | 3.00 |
| 10 | 240 | | 413 | 17.21 |
| | | 84 | 168 | 7.00 |
| 8 | 180 | | 258.5 | 10.77 |
| | | 60 | 120 | 5.00 |
| 0 | 0 | | 156 | 6.50 |
| | | 96 | 192 | 8.00 |
| 8 | 180 | | 372 | 15.50 |
| | | 96 | 192 | 8.00 |
| 3 | 120 | | 336 | 14.00 |
| | | 72 | 144 | 6.00 |
| 8 | 180 | | 384 | 16.00 |
| | | 84 | 168 | 7.00 |
| 9 | 180 | | 180 | 7.50 |
| | | 84 | 168 | 7.00 |
| 8 | 180 | | 312 | 13.00 |
| | | 96 | 192 | 8.00 |
| 0 | 0 | | 60 | 2.50 |
| | | 72 | 144 | 6.00 |
| 0 | 0 | | 180 | 7.50 |
| | | 48 | 96 | 4.00 |
| 9 | 180 | | 540 | 22.50 |
| | | 72 | 144 | 6.00 |
| 11 | 240 | | 480 | 20.00 |
| | | 96 | 192 | 8.00 |
| 0 | 0 | | 132 | 5.50 |

| | | | | |
|---|---|---|---|---|
| | | 90 | 180 | 7.50 |
| 9 | 180 | | 192 | 8.00 |
| | | 96 | 192 | 8.00 |
| 10 | 240 | | 315.5 | 13.15 |
| | | 96 | 192 | 8.00 |
| 9 | 180 | | 456 | 19.00 |
| | | 48 | 96 | 4.00 |
| 10 | 240 | | 588 | 24.50 |
| | | 96 | 192 | 8.00 |
| 3 | 120 | | 279.75 | 11.66 |
| | | 96 | 192 | 8.00 |
| -1 | 0 | 48 | 96 | 4.00 |

**RESOLUTION 16-08**

**A RESOLUTION TO APPROVE THE DAKOTA POINT MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, The City of Spring Hill desires to permit the Dakota Point Homeowner's Association to furnish, install, and maintain landscaping inside the City-Owned Right of Way for Buckner Lane; and

**NOW, THEREFORE, BE IT BE RESOLVED**, that the City of Spring Hill Board of Mayor and Alderman hereby approves the Memorandum of Understanding.

**BE IT BE RESOLVED**, that the attached Memorandum of Understanding and Exhibit A are to be attached and considered a part of this Resolution 16-08.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on this 19th day of January, 2016.

_____
Rick Graham, Mayor

ATTEST:

_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____
Patrick Carter, City Attorney

**SUBJECT:** Landscaping Request along Buckner Lane

**DATE:** December 4th, 2015

**ATTENTION:** Board of Mayor and Aldermen

**STAFF:** Dan Allen, Infrastructure Director

## STAFF MEMORANDUM

The purpose of this memo is to provide information regarding a request from the Dakota Pointe HOA to be allowed to place approximately $30,000 of landscaping mostly in the ROW for Buckner Lane (see attached exhibit and estimate).

**Background:**

Buckner Lane is currently projected to have a need to be widened to five lanes in order to keep pace with continued residential development and future non-residential development in north Spring Hill. Granting approval of this request would allow the Dakota Pointe HOA to install landscaping as a buffer along the road in the ROW. Given recent developments indicating the possibility of utilizing federal dollars for Buckner Lane, staff have reached out to TDOT to discuss this request and verify the appropriate way to handle the approval if the BOMA desires to approve the request.

**Staff Recommendation:**

Staff recommends approval of the request with the following conditions:

1. Establishing a formal, written agreement between the City and the HOA.
2. The HOA shall be responsible for all maintenance of the landscaping and the City shall not be held liable for any performance and/or maintenance issues associated with the landscaping.
3. No structures, signage, monuments, or new fence shall be constructed in the existing ROW.
4. Any new monuments, signage, monuments, or fence shall only be constructed in an easement dedicated to the HOA by affected property owners. The HOA shall be responsible for all negotiations and provide documentation that easements have been secured and recorded prior to receiving permits.
5. The City shall bear no responsibility for replacing the landscaping when Buckner Lane is widened in the future. Prior to engaging in this agreement, staff recommends the HOA be required to show documentation that all residents in the neighborhood have been notified that the landscaping investment will be a non-compensable item when Buckner Lane is widened.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF SPRING HILL, TENNESSEE**

**AND**

**DAKOTA POINT HOMEOWNERS ASSOCIATION**

This Memorandum of Understanding ("MOU") is dated _____, 2016, memorializing the agreement of even date.

Dakota Point Homeowners Association (the "HOA") has approached the City of Spring Hill, Tennessee ("City") seeking permission to furnish, install and maintain landscaping inside the City-owned right-of-way for Buckner Lane as depicted on Exhibit A attached hereto. The City is agreeable to permitting the HOA to landscape the right-of-way in question pursuant to the following conditions, to-wit:

1. This is not a binding contract and shall not be interpreted, treated, and/or referred to as such.

2. The HOA shall be responsible for furnishing, installing and maintaining any such landscaping with no cost to the City whatsoever.

3. The HOA shall not install or otherwise place structures, signage, monuments and/or fencing in the right-of-way in question unless otherwise properly permitted pursuant to all applicable City ordinances and state law.

4. Any and all activities in the easement in question are at the HOA's and participants' own risk.

5. Any and all HOA landscaping in the right-of-way in question is subject to removal by the City without explanation, prior notice or compensation whatsoever.

**IN ACKNOWLEDGMENT HEREOF**, the parties hereto have executed this non-binding MOU on the day and year first above written.

DAKOTA POINT HOMEOWNERS ASSOCIATION

By: _____

CITY OF SPRING HILL, TENNESSEE

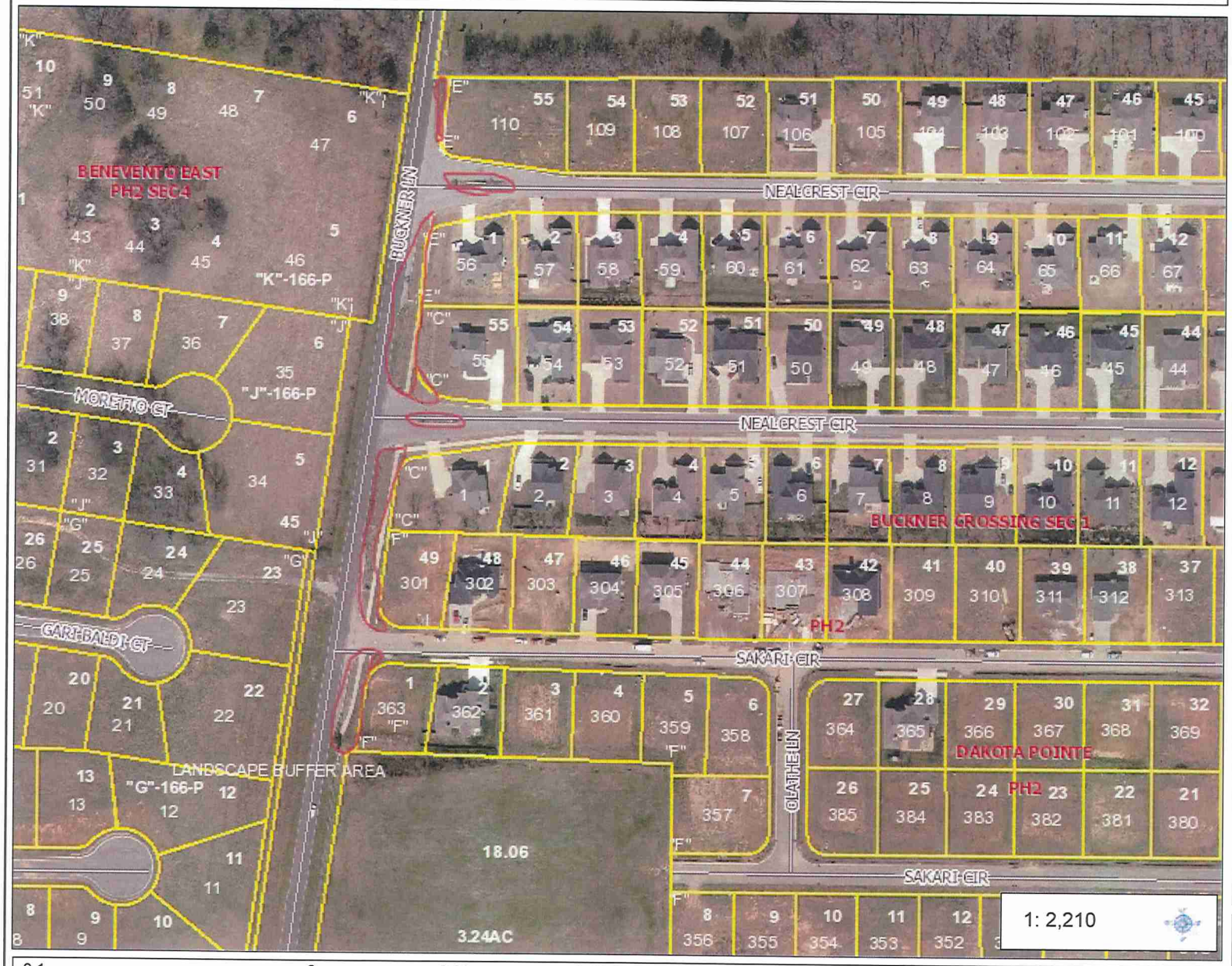
By:_____

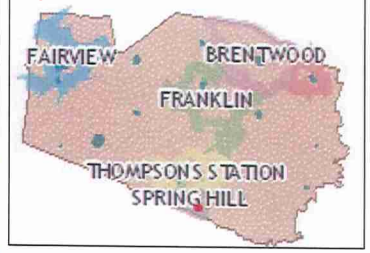
Information for Discussion of Buckner Crossing HOA Shrub Planting Project

Geocortex Essentials for ArcGIS Server

EXHIBIT A

# Tools & Features Demonstration Site




## Legend

- Parcels
- Parcel Numbers
- Parcel Acreage
- Subdivision Name
- Lot Numbers
- Group Corner Annotation
- Control Map
- Notes
- Miscellaneous
- Easement
- Exemptions
- Conflicts
- Lines
- Corporate Limits
  - BRENTWOOD
  - FAIRVIEW
  - FRANKLIN
  - NOLENSVILLE
  - SPRING HILL
  - THOMPSONS STATION
- Parks
- Centerlines
  - <all other values>
  - INTERSTATE
  - ACCESS
  - LOCAL STREETS
  - MAJOR ARTERIAL
  - MAJOR COLLECTOR

## Notes

0.1 0 0.03 0.1 Miles

NAD_1983_StatePlane_Tennessee_FIPS_4100_Feet

© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

EXHIBIT A

April 17, 2015

**PURCHASE AGREEMENT**
Contract No. - 5019

ELECIA LEWIS
GHERTNER AND COMPANY
BUCKNER CROSSING HOA
2014 NEALCREST CIRCLE
SPRING HILL, TN 37174

Create Property Buffer Along Buckner Lane

**COMMERCIAL ENHANCEMENTS**

**Phase I:**
**Includes "buffer" installation of (63) total Arborvitae 'Green Giant' trees 6'-7' tall, planted 10' on center along current fence line (homeowner side) at Buckner Lane. Includes bed prep, soil amendments, natural fertilization, pine straw mulch and tree gators for each.**

**Phase II:**
**Includes removal and disposal of wood fence, concrete and posts, along Buckner Lane by methods of hand-digging and machine. Disturbed turf areas will be seeded and covered with hay straw.**

**Phase III:**
**Includes sod removal and creation of (4) new planting beds on either side of (2) intersections of Nealcrest Circle and Buckner Lane. Soil will be amended earthworm castings and natural fertilizers. Selected plant material to be drought-tolerant, colorful, and provide 4-season interest.**

DEFINITION OF TERMS:
OWNER or OWNER'S REPRESENTATIVE: As defined on signature page.
CONTRACTOR or Gardens of Babylon: Gardens of Babylon, LLC 705B Fort Negley Court, Nashville, TN 37203
Business Owners Insurance Policy: BOP6056144 ($2,000,000 in general liability)

LANDSCAPING ROCK CLAUSE
If rock or foreign material is incurred to the point that a reasonable plant depth cannot be achieved then alternative plant placement shall be attempted. If reasonable placements fail then blasting and excessive rock removal becomes the expense of the owner or owner's representative.

UNDERGROUND UTILITIES
The contractor will call 811 before digging where appropriate to locate all underground wiring and piping (i.e: cable, TV, gas, telephone, hydro, water, etc.). The contractor will not be responsible for claims or damages arising from the owner's failure to properly locate property lines and/or private utilities (i.e. irrigation, invisible fencing, lighting etc) and other underground services. If you have a dog fence, please have company mark it, before we arrive. While every reasonable precaution will be taken, contractor can not be held responsible for any damages incurred.

PROPERTY LINES
Owner assumes responsibility for identifying property lines. If work needs to be adjusted after installation, there may be an additional charge.

SUBSTITUTIONS
Gardens of Babylon reserves the right to make plant substitutions from the agreed plant list with a respective size plant and growth characteristics. Substitutions will be agreed upon prior to initial installation with owner or owner's representative.

PETS
Gardens of Babylon is not responsible for any damages associated with pets eating our installed plants.

PLANT WARRANTY
Gardens of Babylon provides a one-year warranty on plants with automatic in-ground irrigation system, with the system being serviced completely by us. This doesn't include soaker hoses. The warranty begins at completion of work and becomes void if final payment goes beyond the terms date or if other trades damage the plant material. Any existing irrigation system will need to be modified to the new planting design specifically, in order to maintain the warranty. Warranty will also be voided if Gardens of Babylon is not notified in a timely manner of irrigation failure. Herbs and transplanted plants are not covered under warranty. Plants with severe winter damage will be excluded. ANY PLANTS FOUND TO BE DISEASED AT TIME OF PLANTING WILL BE REPLACED ONE TIME AT NO COST TO OWNER. All warranty work WILL BE performed in the months of OCT - FEB. Plants will only be warranted once. For landscapes without irrigation, plants will be replaced at COST plus LABOR.
Please note plants do go through a little shock sometimes upon planting. This includes a slight browning of the leaves or leaf droop.

DRAINAGE
Due to the varying weather conditions and unforeseen circumstances, Gardens of Babylon cannot guarantee complete effectiveness of any drainage installation.

SCHEDULE OF INSTALLATION
Once job has commenced, the owner shall grant Gardens of Babylon access to the job site Monday thru Sunday 7:00a.m. to 7:00 p.m. If we are working with other owner hired trades, there may be additional costs associated with coordination. An estimate of the number of days to complete the contracted work and an expected start date are provided as a courtesy. There may

EXHIBIT A



be delays in the beginning date and completion date due to poor weather or other circumstances. Those delays will not alter or invalidate any part of this contract, nor will they entitle Owner to additional rights under the Contract.

RESTOCKING FEE
If owner decides to not go through with the contract after they have signed it, there will be a 10% restocking fee on all materials for the project.

| QTY | TYPE | DESCRIPTION |
|---|---|---|
| 5000.00 | SF | Perennial Rye and Fescue Blend 50lb |
| 5000.00 | SF | Cover wiith Straw Bales |
| 622.00 | SF | Pine Straw Mulch (Bale) |
| 622.00 | SF | Fish Hydrolysate & Seaweed Blend |
| 594.00 | SF | Pine Straw Mulch (Bale) |
| 594.00 | SF | Fish Hydrolysate & Seaweed Blend |
| 282.00 | SF | Pine Straw Mulch (Bale) |
| 282.00 | SF | Pine Straw Mulch (Bale) |
| 282.00 | SF | Fish Hydrolysate & Seaweed Blend |
| 282.00 | SF | Fish Hydrolysate & Seaweed Blend |
| 280.00 | SF | Worm Castings (CY) |
| 280.00 | SF | Pine Straw Mulch (Bale) |
| 280.00 | SF | Fish Hydrolysate & Seaweed Blend |
| 22.00 | Count | Worm Castings (CY) |
| 22.00 | Count | Arborvitae 'Green Giant' 6' |
| 22.00 | Count | 15gal Brown Gator Bag Jr. |
| 21.00 | Count | Worm Castings (CY) |
| 21.00 | Count | Arborvitae 'Green Giant' 6' |
| 21.00 | Count | 15gal Brown Gator Bag Jr. |

EXHIBIT A



| | | |
|---|---|---|
| 16.00 | Count | Miscanthus 'Adagio' 3 gal |
| 12.00 | Count | Rudbeckia 'Goldstrum' 1 gal |
| 12.00 | Count | Phlox Subulata 'Emerald Pink' 1 gal |
| 10.00 | Count | Worm Castings (CY) |
| 10.00 | Count | Worm Castings (CY) |
| 10.00 | Count | Arborvitae 'Green Giant' 6' |
| 10.00 | Count | Arborvitae 'Green Giant' 6' |
| 10.00 | Count | 15gal Brown Gator Bag Jr. |
| 10.00 | Count | 15gal Brown Gator Bag Jr. |
| 8.00 | Count | Catmint 'Walkers Low' 1Gal |
| 2.00 | Count | Bio Tone 25lb bag |
| 2.00 | Count | Bio Tone 25lb bag |
| 1.00 | Count | Bio Tone 25lb bag |
| 1.00 | Count | Bio Tone 25lb bag |

| Location | Construction Detail | Price |
|---|---|---|
| Evergreen Buffer Planting: Sakari Circle South (97 Linear Feet) | | $3,556.85 |
| Evergreen Buffer Planting: Sakari Cir to Nealcrest Cir (215 Linear Feet) | | $7,742.85 |
| Evergreen Buffer Planting: Nealcrest Cir to Nealcrest Cir (210 Linear Feet) | | $7,430.68 |
| Evergreen Buffer Planting: Nealcrest Cir north (95 Linear feet) | | $3,556.85 |
| Fence Removal and Disposal: Labor, Disposal and Turf Repair | | $3,031.37 |
| Perennial Beds at Nealcrest corners (x4): Plants and Installation | | $788.29 |
| Perennial Beds at Nealcrest corners (x4): Bed Prep and Mulch | | $1,047.93 |

EXHIBIT A



| | |
|---|---|
| **Total (Including Tax)** | **$27,154.82** |

**YOU AGREE TO PAY: $27,157.41**

| Payment Schedule | | |
|---|---|---|
| Payment 1 | Materials Deposit | $10,862.00 |
| Payment 2 | Due Upon Completion | $16,292.82 |
| **Total Price** | | **$27,154.82** |

Policies Concerning Payment and Cancellation

Gardens of Babylon will submit the final invoice at the completion of the project. Payment is due at this time. Any payment that is more than 30 days late, shall be subject to a finance charge of 1.5% per month, until fully satisfied and paid. If Gardens of Babylon is required to engage the services of professionals to collect any amounts due and owing hereunder, in addition to the amounts owed, and interest thereon, it is acknowledged that the customer shall also be liable and pay Gardens of Babylon its costs, fees, attorney's fees and expenses incurred as a result thereof. Cash or check payments only.

Should the customer feel or have opinion that Gardens of Babylon is in default under the terms and conditions of this Contract, then prior to taking any other action, the customer shall formally notify Gardens of Babylon by certified mail with a return receipt requested, of their opinion of Gardens of Babylon wrong doing. Said notice shall set forth the specific events or actions which the customer feels constitute instances of default. Upon receipt of formal notice, Gardens of Babylon shall have (30) days to either cure or otherwise resolve such instances leading to default. Thereafter, should the said default remain uncured, the customer shall have the right to notify Gardens of Babylon in writing, via certified mail, return receipt requested, that the contract is void.

Agreement: Signing and dating this document and initialing the preceding documents authorizes the acceptance of this project.

| | | | |
|---|---|---|---|
| Buyer | Date | Aaron Painter<br>Gardens of Babylon, LLC | Date |

**RESOLUTION 16-10**

**A RESOLUTION TO TERMINATE AGREEMENT WITH RETAIL STRATEGIES**

**WHEREAS**, the City of Spring Hill, Board of Mayor and Aldermen entered into a professional consulting and ancillary services agreement with Retail Strategies on April 21, 2014; and

**WHEREAS**, Retail Strategies was provided with written notice to cure on December 6, 2015; and

**WHEREAS**, Retail Strategies failed to satisfactorily cure deficiencies within 30 days as prescribed by said agreement.

**NOW, THEREFORE, BE IT BE RESOLVED**, that the Spring Hill Board of Mayor and Aldermen hereby terminate the agreement with Retail Strategies pursuant to section 13 of said agreement.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on this 19th day of January, 2016.

_____
Rick Graham, Mayor

ATTEST:

_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____
Patrick Carter, City Attorney

**Click here to view**

**Retail Strategies Resolution and Contract**

# RESOLUTION 16-11

## A RESOLUTION TO ADOPT AN ACCESS MANAGEMENT POLICY ON US 31 FROM CAMPBELL STATION PARKWAY TO BUCKNER ROAD

**WHEREAS**, the City of Spring Hill desires to be proactive in the development of future infrastructure; and

**WHEREAS**, with growth there is an increase in both traffic volumes and demand for accessibility to US 31; and

**WHEREAS**, access to a signalized arterial roadway must be planned and controlled so that the safety, capacity and operating conditions of the road will not be adversely impacted;

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill Board of Mayor and Aldermen adopts an Access Management Policy on US 31 from Buckner Road to Campbell Station Parkway as follows:

1. One (1) Traffic Signal shall be permitted at the entrance of Tanyard Springs Subdivision, which is the intersection of US 31 and Williford Court. The responsibility for design, easement acquisition, and construction shall be solely borne by new development in this corridor.
2. One (1) Traffic Signal shall be permitted within the zone identified in Exhibit A (see attached). The zone is described as beginning approximately 950 feet north from the center of Campbell Station Parkway & US 31 and ending approximately 1,275 feet north from the center of Campbell Station Parkway & US 31. The responsibility for design, easement acquisition, and construction shall be solely borne by new development in this corridor.
3. A traffic signal shall not be permitted at Wilkes Lane and US 31. Furthermore, this intersection shall be converted from a full access intersection into a right-in/right-out only intersection.
4. All new requests for direct access to US 31 in this corridor shall be right-in/right-out only.
5. The western frontage road parallel to US 31 shall be required to extend to the north and provide connectivity to the stubout at the commercial development where Starbucks is currently located as shown in Exhibit A (see attached). The responsibility for design,

easement acquisition, and construction shall be solely borne by new development in this corridor.

6. All new developments in this corridor shall be required to dedicate Right of Way along US 31 for future widening as determined by the Infrastructure Director.
7. All new developments in this corridor shall be required to construct dedicated turn lanes into their property. Additionally, all new development shall be required to provide two (2) access points. The responsibility for design, easement acquisition, and construction shall be solely borne by new development in this corridor.
8. All new developments in this corridor shall be required to perform traffic studies. Should the traffic studies not demonstrate warrants for improvements, the City reserves the right to require improvements above and beyond the recommendations of the traffic studies provided and paid for by new development as determined by the Infrastructure Director.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of January, 2016.**

_____
Mayor Rick Graham

ATTEST:

_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____
Patrick Carter, City Attorney

# Exhibit A

Version 1 1/14/16 @ 1:1500 Scale

JBP

**ORDINANCE 16-02**

**AN ORDINANCE TO AMEND ORDINANCE NO. 86-47, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRING HILL, BY REZONING PROPERTY BEING TAX MAP 025O, GROUP B, PARCEL 018.01 FROM B-2, LIMITED RETAIL, TO B-4, CENTRAL BUSINESS**

**WHEREAS**, the City of Spring Hill Zoning Ordinance, the same being Ordinance No. 86-47, and the zoning maps therein adopted, should be amended by rezoning the property herein described as Maury County Tax Map 025O, Group B, Parcel 018.01 from B-2, Limited Retail, to B-4, Central Business; and

**WHEREAS,** said property to be rezoned from B-2 to B-4 is located within the corporate limits of the City of Spring Hill; and

**WHEREAS,** this Ordinance was not recommended by the Spring Hill Municipal Planning Commission on January 11, 2016, with notice of said hearing being given fifteen (15) days or more before said approval; and

**WHEREAS,** all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SPRING HILL, TENNESSEE, BOARD OF MAYOR AND ALDERMEN,** that the Zoning Ordinance 86-47 and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein-described as Maury County Tax Map 025O, Group B, Parcel 018.01 from B-2, Limited Retail, to B-4, Central Business, which amendment shall take effect from and after its adoption, the public welfare requiring it.

**BE IT FURTHER ORDAINED,** that all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

_____
Rick Graham, Mayor

ATTEST:

_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____

Patrick Carter, City Attorney

Passed on First Reading:

Passed on Second Reading:

**SUBJECT:** ORD 16-02 (5242 Main Street)

**DATE:** January 19, 2016

**ATTENTION:** Board of Mayor and Aldermen (BOMA)

**DEPARTMENT HEAD:** Dara Sanders, City Planner

**STAF**

**F MEMORANDUM**

**Property description and history**: This property is located north of the intersection of Main Street and Locke Avenue and is developed for a single-family residence. The majority of the surrounding properties are zoned for commercial uses.

In November of 2015, the Board of Mayor and Aldermen approved an ordinance (15-24) to rezone the property from R-1, Low Density Residential, to B-2, Limit Retail.

**Request**: The applicant now requests to rezone the property from B-2 to B-4, though the current zoning would accommodate the intended use of the property.

**Recommendation:** Staff and the Planning Commission recommend **denial** of the request.

**Findings:** The Planning Commission's and staff's recommendation for denial is based on the following:

- The property can be used and redeveloped for a variety of commercial uses under the current B-2 zoning.
- The B-4 zoning district is the most intense and unpredictable zoning district in the City's zoning ordinance because it allows for everything between single-family residences to drive-thru fast food, big-box shopping centers, mini-storage, and manufacturing.
- The B-4 zoning district permits the highest traffic generating uses and would be further applied on a principal arterial that cannot support the current demand.
- Sufficient undeveloped and underutilized property currently zoned B-4 exists in the surrounding area, as indicated in the attached exhibit.
- The past liberal application of the City's most intense and unpredictable zoning district in downtown Spring Hill is not a justification for zoning additional property to B-4.
- The B-4 zoning district is not appropriate for promoting, achieving, or protecting a downtown.
- The integrity of downtown Spring Hill has been compromised for decades with the suburban development of the B-4 zoning district.
- Approval of this request will continue to allow for the deterioration of what was once the heart of this town.

**Spring Hill Rising: 2040:** The future land use designation of the property is **Downtown/City Center**, which is characterized by a compact, walkable environment typical of town centers. Development creates and promotes our

sense of place and community, and it encourages active living and community interaction. Future development emphasizes connectivity and uses that general a high level of activity. These are not developments that are designed to accommodate the automobile and related services.

The City's goal "We will grow smarter" promotes Smart Growth principles, traditional neighborhood design, and quality corridor development. Specifically, this goal aims to ensure that new development within existing neighborhoods is of appropriate scale and intensity in relation to existing development and that it achieves the desired development patterns for the neighborhood.

The Board of Mayor and Aldermen approved a rezoning request for the subject property two (2) months ago that allow for the highest and best use in accordance with the City's planning policies and principles. The B-2 zoning district allows for a wide variety of office and commercial uses by-right, and it is the most appropriate zoning district available in the City to encourage downtown development and revitalization.

The B-4 zoning district at this location does not promote the City's planning policies and principles and would be detrimental to the public good. The B-4 zoning district is designed to produce a development form specifically for accommodating vehicles, which is counterproductive to the intent of the Downtown/City Center character area.

# We will grow smarter

## Establish a new culture of planning that increases awareness and predictability for everyone

### Policy: Promote Smart Growth Principles and Traditional Neighborhood Design

Require that new growth promotes walkability, connectivity, housing choice, public open space and local opportunities for goods and services throughout our City.

**Strategy:** Amend the zoning and subdivision regulations that discourage sprawl and include a range of densities and intensities among a variety of rural, residential, nonresidential, and mixed-use districts to reflect and implement the community's vision and goals.

**Strategy:** Provide for major mixed-use centers and urban villages in employment and retail centers or important intersections.

**Strategy:** Develop and implement design standards that result in human-scaled, walkable environments.

### Policy : Ensure context-sensitive redevelopment and infill

Ensure that new development within existing neighborhoods is of appropriate scale and intensity in relation to existing development and that it achieves the desired development patterns for the neighborhoods.

**Strategy:** Allow for flexibility in setbacks and lot sizes to accommodate infill development that is compatible with the surrounding properties.

**Strategy:** Develop an inventory that identifies lots suitable for infill development and buildings suitable for redevelopment.

**Strategy:** Develop neighborhood plans that identify specific needs of area, identify design strategies, and prioritize infrastructure and facilities investments.

### Policy: Encourage mixed use centers within town centers

Encourage the mixing of different residential, commercial, and office uses that promote compact, interconnected development.

**Strategy:** Adopt a mixed use zoning district or develop a mixed use overlay zoning district that allows for a vertical mix of higher density residential, office, and commercial uses, that promotes compact, interconnected development, and that continues traditional "Main Street" development patterns.

### Policy : Promote quality corridor development

Encourage corridor development that improves the visual character and function of the suburban corridors.

**Strategy:** Develop context sensitive corridor plans that along major thoroughfares.

**Strategy:** Amend the zoning and subdivision regulations to address site design, access management, visual character, and other design standards.

# Downtown/City Center

Downtown/City Center is the heart of Spring Hill. It is a place that belongs to everyone and embodies the “small town feel” and culture that we have worked so diligently to protect. This is where our community comes together to enjoy and celebrate our quality of life.

Downtown/City Center is characterized by a compact, walkable environment typical of town centers. Development creates and promotes our sense of place and community, and it encourages active living and community interaction. Future development emphasizes connectivity and uses that generate a high level of activity. These are not developments that are designed to accommodate the automobile and related services.

Buildings are typically two or more stories and reinforce traditional pedestrian scale. They have shallow setbacks and are used to frame the street. Green space is characterized by street trees, planters, planting strips, formal public spaces, and a town square, though existing natural and historic features of properties are maintained and incorporated into the design.

The transportation network is complete and connected in a block-and-street layout. Streets are designed to accommodate all modes of transportation but to promote pedestrian access, activity, and safety.

Primary future land use includes appropriate mixtures of residential, professional offices, eating places, places of worship, small-scale retail, entertainment, cultural uses, community recreational uses, and municipal services.

## Design Principles

**Site Design**

- Vehicular access is provided by alleys and private driveways
- Building setbacks are 10 feet or less in depth
- Moderate to high lot coverage
- Parking lots are not adjacent to or visible from the street

**Density/Intensity**

- Moderate to high density
- Low to moderate intensity
- One to three story buildings

**Green Space**

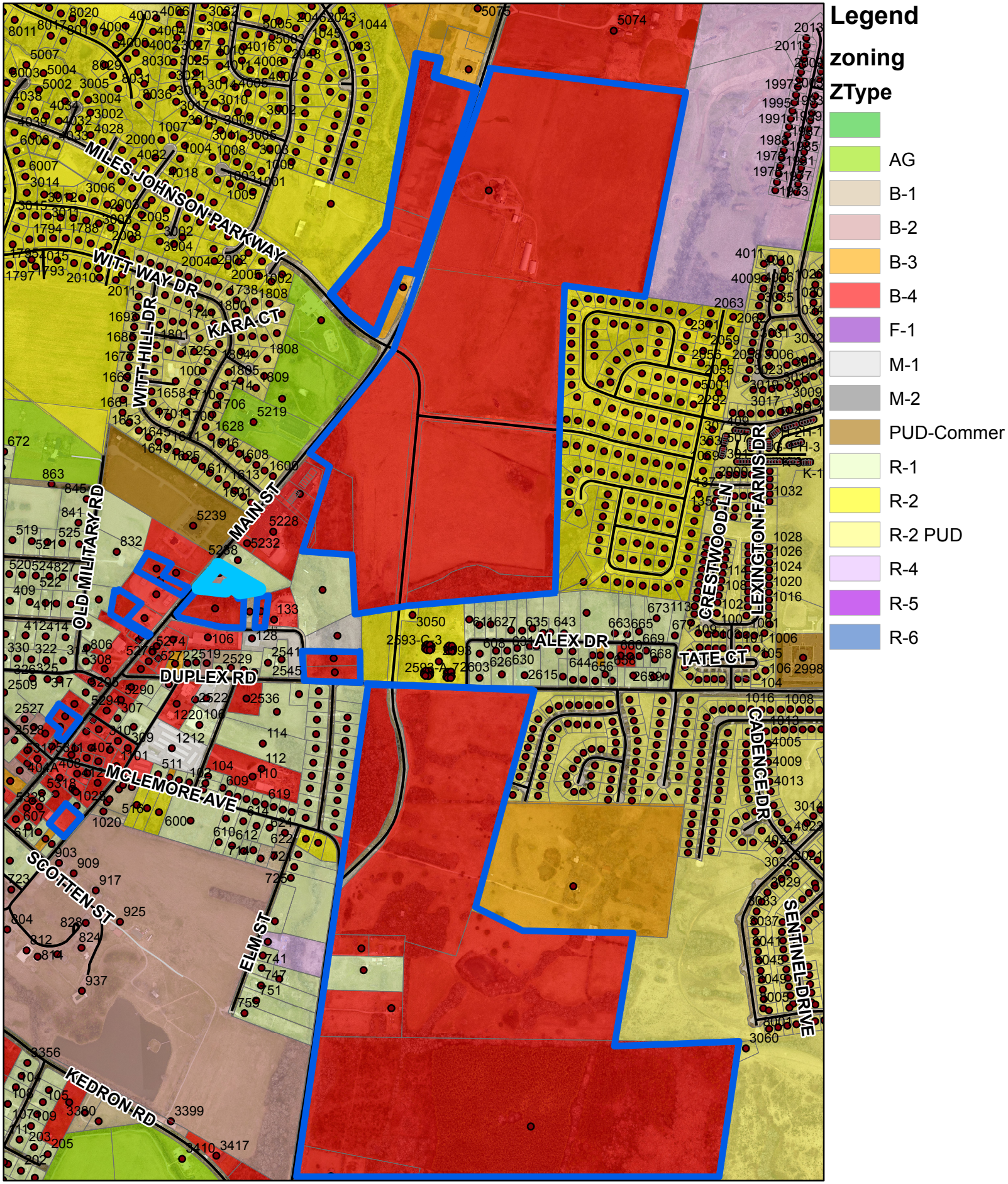
- Formal landscaping
- Moderately dense street trees, bushes, and planting strips
- Public spaces
- Town square

**Transportation**

- High pedestrian connectivity
- Bike lanes and greenways
- Complete and connected street network

**Infrastructure**

- Municipal water and sewer service




Subject property

Vacant or underutilized property zoned B-4

# RESOLUTION 16-404

## TO APPROVE LAND ACQUISITION PURCHASE FOR TRACT 31 OF THE DUPLEX ROAD WIDENING PROJECT

**WHEREAS**, the City of Spring Hill is in the process of widening Duplex Road; and

**WHEREAS**, in order to complete the project, the City must acquire land in the form of right-of-ways and easements from property owners along Duplex Road; and

**WHEREAS**, the City is working with Tennessee Department of Transportation on this project, known as State Project Number 60LPLM-F2-019 and Federal Project Number STP-M-247(9); and

**WHEREAS**, the cost of the acquisition will be $196,700.00 to the tract owner (Gloria A. Vaughn & Douglas H. Vaughn; Teresa Ann Gilbreath; Pamela Gail Kincaid; Douglas H. Vaughn, Jr.; and Michael Vaughn) and $500.00 to the closing agent (Southeast Title of Tennessee, Inc.) for closing costs.

**NOW THEREFORE, BE IT RESOLVED,** that the City of Spring Hill, Board of Mayor and Aldermen authorizes a total land acquisition purchase in the amount of $197,200.00 to Southeast Title of Tennessee, Inc., 40 Middleton Street, Nashville, TN 37210 for Tract number 31 of the Duplex Road widening project.

Passed and adopted this 4th day of January, 2016.

_____
Rick Graham, Mayor

ATTEST:

_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____
Patrick Carter, City Attorney

# CITY OF SPRING HILL
## Agreement of Sale

STATE PROJ. NO: 60LPLM-F2-019 COUNTY/S MAURY

FED PROJ. NO: STP-M-247(9) TRACT #: 31

PIN #: 103169.00 NEGOTIATOR: Debra Rhemann DATE PRINTED: _____

OWNERS: Gloria A. Vaughn & Douglas H. Vaughn, husband & wife (Life Estate), Teresa Ann Gilbreath, Pamela Gail Kincaid, Douglas H. Vaughn, Jr., and Michael (Woody) Vaughn

---

This agreement entered into on _____
Date

between Gloria A. Vaughn & Douglas H. Vaughn, husband & wife (Life Estate), Teresa Ann Gilbreath, Pamela Gail Kincaid, Douglas H. Vaughn, Jr., and Michael (Woody) Vaughn
Seller Names

herein after called Seller and the Department of Transportation hereinafter called Department shall continue for a period of 90 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and the Department.

A. The Seller hereby offers and agrees to convey to the Department all interest in the lands identified as TRACT 31 on the right-of-way plan for the above referenced project upon the Department tendering the purchase price of **$196,700.00**, said tract being further described on the attached legal description

B. The Department agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. The Department will reimburse the Seller for expenses incident to the transfer of the property to the Department. Real Estate Taxes will be prorated.

The following terms and condition will also apply unless otherwise indicated:

C. ☐ Retention of Improvements ☒ Does not Retain Improvements ☐ Not applicable
Seller agrees to retain improvements under the terms and conditions stated in ROW Form-32A attached to this document and made a part of this Agreement of Sale.

D. ☐ Utility Adjustment ☒ Not Applicable
The Seller agrees to make at his expense the below listed repair, relocation or adjustment of utilities owned by him. The purchase price offered includes $ N/A, to compensate the owner for his expenses.

E. Other

_____

The Seller states in the following space the name of any Lessee of any part of the property to be conveyed and the name of any other parties having any interest of any kind in said property;
Peggy Hood
James Carter

F. The seller agrees to comply with the requirements of the Statewide Storm Water Management Plan and understands that mitigation costs due to non-compliance are the responsibility of the seller.

| | | | |
|---|---|---|---|
| 12/22/2015 | Pamela Gail Kincaid | 12/22/2015 | Doug Vaughn |
| Date | Signature of Seller | Date | Signature of Seller |
| 12/22/2015 | [illegible] | 12/22/2015 | Gloria A. Vaughn |
| Date | Signature of Seller | Date | Signature of Seller |
| 12/22/2015 | Michael Woody Vaughn | 12/22/2015 | Teresa Ann Gilbreath |
| Date | Signature of Seller | Date | Signature of Seller |

LPA Form 2

# CITY OF SPRING HILL
# APPROVED OFFER - BASIS, SUMMARY & AUTHORIZATION

(THIS FORM MAY BE USED FOR STAFF NPP)

| | | | |
|---|---|---|---|
| (2)STATE PROJECT NO: | 60LPLM-F2-019 | (3)FEDERAL PROJECT NO: | STP-M-247(9) |
| (4)PROJECT ID NUMBER: | | (5)TRACT NUMBER: | 31 |
| (6)PROPERTY OWNERSHIP: | Gloria Ann Vaughn | | |
| (7)COUNTY: | Maury | (8)MAP/PARCEL NUMBER: | 250-B-4.00 |
| (9)APPRAISER: | Ted A. Boozer, MAI | | |
| (10)APPRAISER CONCLUSION OF TOTAL AMOUNT DUE OWNER: | | | $196,000 |
| (11)EFFECTIVE DATE OF VALUATION: | 11/1/14 | (12)APPRAISAL TYPE (FORMAL, FPA, or NPP): | FORMAL |

## ACQUISITION AREAS & APPROVED COMPENSATIONS

| | ACQ. AREAS | | COMPENSATIONS | (13)ALTERNATE OFFER | |
|---|---|---|---|---|---|
| INTERESTS ACQUIRED | AREA | ACS/SF | (Rounded) | Partial-Acquisition Remainder Declared Uneconomic Remnant | N/A |
| (14)FEE-SIMPLE | 3,249 | SF | $19,500 (R) | | |
| (15)PERM. DRNGE. ESM'T. | | | | | |
| (16)SLOPE ESM'T. | 132 | SF | $400 (R) | | |
| (17)AIR RIGHTS | | | | | |
| (18)TEMP. CONST. ESM'T. | 990 | SF | $1,800 (R) | | |
| (19)LNDOWNR IMPRVMTS. | | | $175,000 | | |
| TOTL ACQUISITIONS | | | $196,700 | | |
| (20)DAMAGES | | | | | |
| (21)SPECIAL BENEFITS | | | | | |
| NET DAMAGES | | | | | |
| (22)UTILITY ADJUSTMENT | | | | | |
| TOTL LNDOWNR COMP. | | | $196,700 | | |
| (23)TENANT IMPRVMTS. | | | | | |
| TOTAL TRACT COMPENSATION | | | $196,700 | | |

## (24)COMMENTS & EXPLANATIONS AS NECESSARY

Difference due to rounding. Please note: This is a relocation tract.

| | | | |
|---|---|---|---|
| OFFER PREPARED BY: | Gary Standifer, MAI, CCIM | DATE: | 6/8/2015 |

SIGNATURE OF PREPARER:

AGENCY AUTHORIZATION BY:

Date & Signature Of Authorizing Party

# TENNESSEE DEPARTMENT OF TRANSPORTATION
# REAL PROPERTY EMINENT DOMAIN
# APPRAISAL REVIEW REPORT
# (RIGHT OF WAY ACQUISITION)

This appraisal review has been conducted in accordance with the Scope of Work Rule and Standard 3 of the *Uniform Standards of Professional Appraisal Practice*, as promulgated by the Appraisal Foundation. This review and this review report are intended to adhere to the Standard 3 in effect as of the date of this review was prepared. The appraisal and appraisal report have been considered in light of the Standards 1 & 2 in effect as of the date the appraisal was prepared - not necessarily the effective date of valuation.

The purpose of this technical review is to develop an opinion as to the compliance of the appraisal report identified herein to the *Uniform Standards of Professional Appraisal Practice*, the *Uniform Relocation Assistance & Real Property Acquisition Act*, and the Tennessee Department of Transportation's *Guidelines for Appraisers*; and further develop opinions as to the completeness, accuracy, adequacy, relevance, reasonableness, and appropriateness of opinions presented in the appraisal report as advice to the acquiring agency in its development of a market value offer to the property owner. This review is conducted for the Tennessee Department of Transportation and is the intended user.

**City of Spring Hill**

All estimates of value prepared for agency acquisitions shall be based on "market value" - as defined and set forth in the Tennessee Pattern Jury Instructions to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied." Compensations are in compliance with the Tennessee State Rule.

**Section (A) Identification & Base Data:**

**(1)** State Project Number: **60LPLM-F2-019** **(2)** County: **Maury** **(3)** Tract No.: **31**
Federal: **STP-M-247(9)**
Pin: **103169.00**

**(4)** Owner(s) of Record: **Mrs. Gloria Ann Vaughn, 1506 Rockland Drive, Columbia, TN 38401**

**(5)** Address/Location of Property Appraised: **2531-2533 Duplex Road, Spring Hill, Maury County, TN**

**(6)** Effective Date of the Appraisal: **11/01/2014**

**(7)** Date of the Report: **2/02/2015**

**(8)** Type of Appraisal: ☒ Formal ☐ Formal Part-Affected

**(9)** Type of Acquisition: ☐ Total ☒ Partial

**(10)** Type of Report Prepared: ☒ Appraisal Report ☐ Restricted Appraisal Report

**(11)** Appraisal & Review Were Based On: ☒ Original Plans (Assumed) ☐ Plan Revision Dated:

**(12)** Author(s) of Appraisal Report: **Ted A. Boozer, MAI**

**(13)** Effective Date of Appraisal Review: **5/11/2015**

**(14)** Appraisal Review Conducted By: **Gary R. Standifer, MAI, CCIM**
**STANDIFER & ASSOCIATES, INC.**

**(15)** Ownership Position & Interest Appraised: (Unless indicated herein to the contrary, the appraisal is of a 100% ownership position in fee simple. (Confirm 100% or state the specifics otherwise.))

**Ownership Position & Interest Appraised is Fee Simple according to Appraisal Report, Right-of-Way Plans and Title Report.**

**(16)** Scope of Work in the Performance of this Review: (Review must comply with all elements and requirements of the Scope of Work Rule and Standard 3 of USPAP, and must include field inspection (at least an exterior inspection of the subject property and all comparable data relied on in the appraisal report.)) **Development of an independent estimate of value is not a part of this review assignment.**

**Upon receipt of the appraisal report, all comparable sales were visually inspected from the public right of way and confirmed using available data services (CRS data and actual courthouse records). Additionally, narrative descriptions (in the Market Data Brochure) of the subject neighborhood/market area were reviewed for accuracy. A field review of the subject property was conducted to verify the descriptions in the appraisal report and to more closely inspect the areas being directly affected by the proposed acquisition. Analyses and conclusions contained within the appraisal report were also reviewed as to their applicability to the subject property, the area being acquired, and to the impact, if any, on the remainder property. Additionally, a search was conducted using the information services noted above to see if any comparable sales had been overlooked by the appraiser. Additionally, listings on the project and in the general area were collected and inspected. The plans and cross sections were obtained from the City of Spring Hill. These plans have been reviewed and compared to the plans and cross sections included and/or referenced in Mr. Boozer's appraisal report. It is assumed the plans provided by the City of Spring Hill are the most current plans available as of the date of this appraisal review. Having reviewed the appraisal report and available data, this review report has been completed by the review appraiser.**

## Section (B): Property Attributes:

**(1)** Total Tract Size as Taken From the Acquisition Table: **0.654** Acres (s)

**(2)** Does the Appraisal Identify One or More "Larger Parcels" That Differ in Total Size From the Acquisition Table? (If "Yes," what is it and is it justified?)(Explain)(Describe Land)

**No.**

**(3)** List/Identify Affected Improvements (If appraisal is "Formal," then all improvements must have been described in the appraisal report and must be listed here. If the appraisal is "Formal Part-Affected," then only those affected improvements should have been described in the appraisal report and listed here.) Listing by Improvement Number & Structure Type is adequate here.)

| | |
|---|---|
| 1- **Main Structure** | 2- **Sidewalk** |
| 3- **Gravel Driveway** | 4- **Trees** |
| 5- | 6- |
| 7- | 8- |
| 9- | 10- |
| 11- | 12- |
| 13- | 14- |
| 15- | 16- |

## Section (C) Valuation Approaches Processed and Reconciled "Before Value" Estimates

Approaches Utilized: ☒ Cost ☒ Sales Comparison ☐ Income

Reconciled Value Estimates (Total Tract or Larger Parcel(s)):

Land: **$170,000**

Improvements: **$175,000**

Total: **$345,000**

Comments: **FPA - Assignment**

## Section (D) Acquisitions:

**(1)** Proposed Land Acquisition Areas (As taken from the appraisal report):

| | | | |
|---|---|---|---|
| [a] | Fee Simple: | **3,249** | S.F. /~~Acre(s)~~ |
| [b] | Permanent Drainage Easement: | | S.F. /Acre(s) |
| [c] | Slope Easement | **132** | S.F./~~Acre(s)~~ |
| [d] | Air Rights: | | S.F./Acre(s) |
| [e] | Temporary Construction Easement: | **990** | S.F./~~Acre(s)~~ |
| [f] | | | S.F./Acre(s) |

**(2)** Proposed Improvement Acquisition(s): Improvement Number & Structure Type

1- **Main Structure - $168,000**
2- **Sidewalk - $1,000**
3- **Gravel Driveway - $5,000**
4- **Trees - $1,000**
5-
6-
7-
8-
9-
10-
11-
12-
13-
14-
15-
16-
17-
18-
19-
20-

## Section (E) Damages/Special Benefits:

**There are no special benefits identified by the appraiser. There are no damages identified by the appraiser. Formal Assignment.**

## Section (F) Valuation Approaches Processed and Reconciled "After-Value" Estimates

Approaches Utilized: ☐ Cost ☒ Sales Comparison ☐ Income

Reconciled Value Estimates (Total Tract or Larger Parcel(s)):

Land: **$149,256**

Improvements: **-0-**

Total: **$149,000**

Comments:

**Section (G) Review Comments**

**"Before" & "After" Valuation (include Comments for "NO" Responses to Questions 1 - 7 & "YES" Response to Question 8).**

**(1)** Are the conclusions of highest and best use (before & after) reasonable and adequately supported?

**Conclusions of highest and best use in the before and after situations appear reasonable and adequately supported.**

**(2)** Are the valuation methodologies (before & after) appropriate?

**Valuation methodologies used by the appraiser in the before and after situations are adequate.**

**(3)** Are the data employed relevant & adequate to the (before & after) appraisal problems?

**Data employed by the appraiser appears to be relevant and adequate to the before and after situations appraisal problem.**

**(4)** Are the valuation techniques (before & after) appropriate and property applied?

**The valuation techniques in the before and after situations were adequate.**

**(5)** Are the analyses, opinions, and conclusions (before & after) appropriate and reasonable?

**Analyses, opinions and conclusions in the before and after situations appear appropriate.**

**(6)** Is the report sufficiently complete to allow proper review, and is the scope of the appraisal assignment broad enough to allow the appraiser to fully consider the property and proposed acquisitions?

**The submitted report is sufficiently complete to allow proper review. The scope of this assignment is broad enough to allow the appraiser to fully consider the property as appraised and the proposed acquisition.**

**(7)** Is the appraisal report under review generally compliant with *USPAP*, the *Uniform Act*, and TDOT's *Guidelines for Appraisers*?

**The submitted appraisal report appears to be generally compliant with USPAP, the Uniform Act, and TDOT's Guidelines for Appraisers.**

**(8)** Do the general and special "Limiting Conditions and Assumptions" outlined in the appraisal report limit the valuation to the extent that the report cannot be relied on for the stated use?

**The general and special "Contingent and Limiting Conditions" in the submitted appraisal report do not limit the appraiser's valuation of the subject property.**

Appraisal Report Conclusions – Amounts Due Owner

| | | |
|---|---|---|
| (a) | Fee Simple: | **$19,494** |
| (b) | Permanent Drainage Easement: | |
| © | Slope Easement: | **$396** |
| (d) | Air Rights: | |
| (e) | Temporary Construction Easement: | **$1,782** |
| (f) | _____ | |
| (g) | Improvements: | **$175,000** |
| (h) | Compensable Damages: | |
| (I) | Special Benefits: | |
| (j) | Total Amount Due Owner by Appraisal | **$196,000 (R)** |

☒ I **DO** Recommend Approval of this Report

☐ I **DO NOT** Recommend Approval of this Report

Comments:

**Mr. Boozer's value conclusions are approved for the purpose of negotiation.**

Appraisal Review Consultant(s)
**Gary R. Standifer, MAI, CCIM**

**CG-28**
State License/Certification No(s):

☒ Consultant ☐ Staff

**5/11/2015**
Date of Appraisal Review Report

Additional Comments:

**The reviewer received an electronic copy of Tract 31 report submitted by Mr. Boozer. Corrections and/or revisions to the appraisal were requested and submitted by Mr. Boozer in the form of electronic copy Revised Appraisal Report. It is assumed appraisal reports submitted to the City of Spring Hill incorporate any requested corrections and/or revisions which were subsequently made to the appraisal report at the request of the reviewer. The reviewer has printed the most recent appraisal report and retains it in the file for Tract 31.**

## Section (H) Certification

I certify to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.

I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.

My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.

My analyses, opinions and conclusions were developed and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice* (USPAP). In addition, my analyses, opinions and conclusions were developed and this report has been prepared in conformity with the requirements of the *Code of Professional Ethics* and the *Standards of Professional Practice of the Appraisal Institute.*

I did personally inspect the exterior of the subject property of the work under review.

No one provided significant appraisal or appraisal review assistance to the person signing this certification.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, Gary R. Standifer has completed the continuing education program of the Appraisal Institute.

Appraisal Review Consultant(s)
**Gary R. Standifer, MAI, CCIM**

☒ Consultant ☐ Staff

**5/11/2015**
Date of Appraisal Review Report

## Section (I) Limiting Conditions & Assumptions

This appraisal review report has been made with the following general limiting conditions and assumptions:

(1) Unless stated herein to the contrary, it is specifically assumed that the author of the appraisal report under review made the required contact with the property owner, and conducted the appropriate inspections and investigations.

(2) Unless stated herein to the contrary, it is specifically assumed that the right-of-way plans upon which the appraisal was based are accurate.

(3) Unless stated herein to the contrary, it is specifically assumed that all property (land & improvement) descriptions are accurate.

(4) Unless stated herein to the contrary, no additional research was conducted by the review appraiser.

(5) Unless stated herein to the contrary, all specific and general limiting conditions and assumptions outlined in the appraisal report submitted for review are adopted herein.

# APPRAISAL REPORT
# CITY OF SPRING HILL, TENNESSEE

THE PURPOSE OF THIS APPRAISAL IS TO ESTIMATE THE FAIR MARKET VALUE FOR SR 247 (DUPLEX ROAD) RIGHT-OF-WAY PURPOSES

## 1. Name, Address & Telephone Numbers:

**(A) Owner:**

Mrs. Gloria Ann Vaughn
1506 Rockland Drive
Columbia, Tennessee 38401
Property Contact: Mr. Clinton Gilbreath (615-390--5174)

**(B) Tenant:**

Unit 2531: Mrs. Harriet and Mr. Cody Roberts (931-374-8750)
Unit 2533: Mr. James W. Carter and Mrs. Abbey Flick (615-818-6236)

**(C) Address and/or location of subject:**

The subject property is located along the north side of Duplex Road, between Columbia Pike (US 31) and Locke Avenue, in Spring Hill, Maury County, Tennessee. The property is also identified as Parcel 4.00, Group B, on Tax Map 25O by the Maury County Property Assessor's Office. The street address is 2531-2533 Duplex Road, Spring Hill, Maury County, TN 37174

## 2. Detail description of entire tract:

**Site:** The subject property consists of a commercial tract of land containing 0.654 acre or 28,488 SF located along north side of Duplex Road, between Columbia Pike (US 31) and Locke Avenue, in Spring Hill, Maury County, Tennessee. The physical features of the site are described as follows. **Size:** 0.654 acre or 28,488 SF. The site area is based on recorded deeds, tax assessor and the R.O.W. Acquisition Table for Tract 31; **Shape:** Tract 31 forms an "L" shape; **Frontage/Depth:** 101.12'of frontage along the north side of Duplex Road.; The depth of the tract is 188.97 along the eastern border and 95.64' along the western border. **Access:** The site has legal access along the north side of Duplex Road, which serves as a primary east/west arterial within the neighborhood; **Topography:** Level to gently sloping and primarily cleared. The northwest border area contains mature native hardwoods with the majority of the tract consisting of lawn; **Drainage:** Drainage appears visually adequate in a general south to north direction; **Visibility:** Good; **Exposure:** Good; **Utilities:** Electricity, water, sewer, cable, and telephone services are located along the frontage areas; **Easements:** Typical utility easements are assumed to be present along the site's perimeters; we are not aware of any easements that would adversely affect the utility of the subject; **Flood Plain:** FEMA Map 47119C0070 E, dated April 16, 2007; no portion of subject site is located within a flood hazard area.

**Structural/Site Improvements:** The subject site is improved with a 2-story, 2,418 SF, multi-family-household unit (duplex) constructed in 1986. Site improvements also include two gravel driveways, concrete sidewalks, two large maple trees, and lawn. The location of the acquisition areas will result in the removal of the structure and the aforementioned site improvements. The improvements are as follows:

1. Two-story duplex containing 2,418 SF; built in 1986; also includes a covered porch and wood deck.
2. Sidewalks – concrete sidewalks containing 300 SF.
3. Driveway – gravel driveways containing 2,000 SF
4. Trees – two large hardwood trees located in front yard and containing a total of 50 caliper inches.

**3. (A) Tax Map and Parcel No.** 25O/B/4.00 **(B) Is Subject in a FEMA Flood Hazard Area? Yes** ___ **No** X
**If yes, Show FEMA Map/Zone No.**

**4. Interest Acq.:** **Fee** [X] **Drainage Esm't.** [ ] **Construction Esm't.** [X] **Slope Esm't.** [X] **Other:** ___

**5. Acquisition:** **Total** [ ] **Partial** [X]

**6. Type of Appraisal:** **Formal** [X] **Formal Part-Affected** [ ] **1. Appraisal Report** [X]
**2. Restricted Report**

**Intended Use of Report** – This "Formal" appraisal of a 100% ownership position is intended for the sole purpose of assisting the City of Spring Hill in the acquisition of land for right-of-way purposes. This assignment is of the entire subject property and will include the valuation of all subject improvements.

This is an Appraisal Report, which is intended to comply with Standard Rule 2-2(a). As such, it presents only summary discussions of the data, reasoning and analysis that were used in the appraisal process. Supporting documentation that is not provided within the report is retained in the appraiser's work file or can be obtained from the Market Data Brochure. The depth of discussion contained in this report is specific to the needs of the client.

| This Appraisal Is Based On Original Plans | X | Or Plan Revision | | Dated: 2012 |
|---|---|---|---|---|

Comments: All areas are based on of plans provided by the TDOT dated 2012 and a ROW Acquisition Table dated 2012.

State Project No. 60LPLM-F2-019 County MAURY Tract No. 31
Federal Project No. STP-M-(9) Name of Appraiser Ted A. Boozer, MAI

# APPRAISAL REPORT – CONT'D....

**7. Detailed Description of Land Acquired:**

**Fee Acquisition:** The fee acquisition includes a 3,249 SF (0.075 acre) portion of land consisting of the southern portion of the tract along the Duplex Road frontage. This acquisition includes 101.12' of frontage along Duplex Road. The proposed ROW extends 32.92' north from the subject's southwest corner and 32.43' north from southeast border to form a basically rectangular-shaped fee acquisition area. The fee acquisition area exhibits level to gently sloping terrain that is currently used as the structure's front porch and portions of lawn, a mature Maple tree, gravel drives, and concrete sidewalk.

**Slope Easement:** The slope easement acquisition contains 132 SF (0.0030 acre) and consists of one fill slope area outside the present and proposed ROW. The narrow, triangular-shaped fill slope easement is located along the north side of Duplex Road and extends roughly 65' in length from the southwest corner of the property to the proposed fee acquisition line and measures roughly 1' – 3' in width. The slope easement area consists of portions of lawn and gravel driveways.

**Temporary Construction Easement:** The temporary construction easement contains 990 SF (0.023 acre) and consists of an 8' - 12'-wide strip of land outside the proposed ROW and slope easement. The TCE area includes a portion of the existing structure, lawn, gravel drives, and a mature hardwood tree. This easement will be used for traffic control, erosion control, and a work zone during the construction process.

**8. Sales of Subject:** *(Show all recorded sales of subject in past 5 years; show last sale of subject if no sale in past 5 years.)*

| Sale Date | Grantor | Grantee | Book Page | Verified Consideration | How Sale Amount Verified |
|---|---|---|---|---|---|
| 03/29/2005 | Gloria Ann Vaughn | Gloria Ann Vaughn, Etux<br>Teresa Ann Gilbreath, Etal | Bk 1849<br>Pg 23 | $10.00 | Quitclaim Deed |

| Existing Use | Zoning | Utilities Available | Off Site Improvements | Area Lot or Acreage |
|---|---|---|---|---|
| Multi-Family Residential (Duplex) | B-1; Office & Limited Retail Commercial | Water, sewer, natural gas, electricity, cable, telephone | Duplex Road | 0.654 acre or 28,488 square feet |

**9. Highest and Best Use:** *(Before Acquisition, summarize the support and rationale for the opinion)*

Highest and Best Use is defined by the Appraisal Institute as: *"The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."* (Page 93, The Dictionary of Real Estate Appraisal, Fifth Edition).

The definition indicates that there are two types of highest and best use. The first type is highest and best use of land or a site as though vacant. The second is highest and best use of a property as improved. Each type requires a separate analysis. Moreover, in each case, the existing use may or may not be different from the site's highest and best use. The highest and best use of an improved property will only be for another use when the value of the land as if vacant exceeds the value of the property as improved plus demolition costs.

**As Though Vacant**

**Legally Permissible:** According to the current ***Zoning Regulations*** for the City of Spring Hill, subject Tract 31 is currently zoned B-1, Office and Limited Retail District, which permits professional office and public buildings, general office space, funeral homes, churches, parking lots, and accessory uses incidental to the permitted uses. Uses permitted upon appeal include: certain commercial uses within the B-1 or any residential district and schools offering general or specialized instruction.

**Physically Possible:** The subject site's physical characteristics: size, shape, access, visibility, location, topography and availability of utilities render it suitable for most uses permitted by zoning, although the distance to US Highway 31 limits the site's potential to secondary commercial uses.

**Financially Feasible:** Spring Hill has experienced explosive growth over the past decade. Based on current economic conditions, site size, location, and current and proposed development along the SR 247 corridor, development of the site with some type of secondary commercial, retail or a multi-family (up to 4 units) dwelling are considered to be financially feasible at this time.

**Maximally Productive:** Based on the subject's zoning, present market conditions and physical characteristics, the highest and best use of the subject site, as vacant, is to develop the property with some type of secondary commercial use would maximize the property's development potential.

**As Improved**

**Legally Permissible:** Based on my inspection and furnished information, the subject facility appears to be in compliance with existing B-1 zoning regulations, which include duplex units; therefore, the subject's current use is considered to be a legally conforming use within the B-1 zoning district.

# APPRAISAL REPORT – CONT'D....

## 9. Highest and Best Use (Continued from the preceding page....)

**Physically Possible:** The existing improvements consist of a duplex structure containing a total of 2,418 SF, constructed in 1986. The improvements appear to be in average physical condition and conform well to the surrounding properties at this time. The improvements appear to be well-designed and functional as a duplex dwelling.

**Financially Feasible:** The subject building is currently 100% occupied by two tenants. Based on the overall current occupancy rate in the local market for similar properties, market rental rates and projected expenses, and the leases currently in place, the improvements should be capable of generating a positive net operating income stream to the owner/landlord. With these factors in mind, the existing duplex is considered to be a financially feasible use at this time.

**Maximally Productive:** As discussed, the subject property, as improved, includes improvements that continue to have contributory value above and beyond the value of the vacant land. Continued use of the existing improvements as a duplex on an interim basis is considered to be the property's highest and best use, as improved. It is important to note, the improvements are located within the southwestern portion of the site, which consists of approximately 33% of the overall site. Therefore, expanding the existing duplex by 2 units or constructing another duplex on the northern portion of the site appears physically possible and would maximize the utility of the site.

# DESCRIPTION OF RESIDENTIAL IMPROVEMENT

ITEM 10. STRUCTURE NO. One

| GENERAL DESCRIPTION | |
|---|---|
| Units | 2 |
| Stories | 2 |
| Design | Traditional |
| Construction | Wood Frame |
| Mfg. Housing | No |
| Age: Actual | 28 |
| Effective | 20 |

| EXTERIOR DESCRIPTION | |
|---|---|
| Foundation | CMU |
| Exterior Walls | Wood Siding |
| Roof Surface | Composition Shingle |
| G & D | Aluminum |
| Window Type | Single Pane |
| Storm Sash | No |
| Crawl Space | Yes |

| BASEMENT | |
|---|---|
| Area – Sq. Ft. | N/A |
| % Finished | |
| Ceiling | |
| Walls | |
| Floor | |
| Outside Entry | |

| ROOM LIST | Living | Dining | Kitchen | Family Rm | Rec Room | Bedrooms | Baths | Laundry | Other | Area-Sq. Ft. |
|---|---|---|---|---|---|---|---|---|---|---|
| Basement | N/a | N/a | N/a | N/a | N/a | N/a | N/a | N/a | N/a | N/a |
| Main Level | 2 | | 2 | 1 | | 2 | 2 | | Stairs | 1,209 |
| 2nd Level | | | | 1 | | 2 | 2 | | Stairs | 1,209 |
| | | | | | | | | | | |

Finished Living Area Contains: 12 Rooms 4 Bedrooms 4 Baths 2,418 S.F. Living Area

KITCHEN (BUILT-INS): X Range/Oven X Disposal X Dishwasher ___ Fan/Hood ___ Compactor

Special Features: None

| INTERIOR FINISH | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Floors | X | Hwd | X | Cpt | X | Vinyl | | Other | |
| Walls | X | Drywall | | Panel | | Plstr | | Other | |
| Trim/Finish | | Excellent | | Good | X | Average | | Fair | Poor |
| Bath Floor | | Ceramic | X | Vinyl | | Cpt | | Other | |
| Bath Wainscot | | Ceramic | X | Vinyl | | Other: | | | |
| Kitchen Floor | X | Vinyl | | Tile | | Other: | | | |

Special Features: (e.g. fireplaces, ceiling fans, intercom, etc.)

Both levels are equipped with ceiling fans

| HEATING | |
|---|---|
| Type | FWA |
| Fuel | Gas |
| Condition | Average |
| **COOLING** | |
| Central | Yes |
| Other | |
| Condition | Average |

| INSULATION | |
|---|---|
| None | |
| Floor | |
| Ceiling | X |
| Roof | X |
| Walls | X |
| Adequate | X |
| Energy Efficiency | Average |

| IMPROVEMENT ANALYSIS | Good | Avg. | Fair | Poor |
|---|---|---|---|---|
| Quality of Construction | | X | | |
| Condition of Improvement | | X | | |
| Room Sizes & Layout | | X | | |
| Closets & Storage | | X | | |
| Plumbing | | X | | |
| Electrical | | X | | |
| Compatibility to Neighborhood | | X | | |
| Estimated Remaining Economic Life | | | | 30 |
| Estimated Remaining Physical Life | | | | 30 |

| CAR STORAGE: None | |
|---|---|
| Garage | |
| Carport | |
| No. Cars | |
| Attached | |
| Detached | |
| Built-in | |
| Finished | |
| Unfinished | |
| Condition | |

PORCHES/DECKS/PATIOS: (Describe and Show dimensions)

The structure includes an attached 7'-wide by 39'-long (273 SF) covered front porch with a concrete floor. The front porch is in average condition. The structure includes an attached, two-level, 12'-wide by 39'-long (468 SF) wood deck located along the northern (rear) elevation.

COMMENTS: The subject site is improved with a 2-story, 2,418 SF, multi-family-family household unit (duplex) constructed in 1986. The 1st level of each unit is designed to include a living room, kitchen, bathroom and bedroom. Internal stairwells access the 2nd level units, which include two bedrooms and one bath each. The interior finish includes textures ceilings, gypsum board walls, painted wood trim, carpet, vinyl and hardwood floors. Site improvements include two gravel driveways and concrete sidewalks. The subject is in overall average physical condition and there was no significant functional obsolescence or deferred maintenance observed at the time of inspection. It is important to note, the 2-level, attached deck is considered to be in fair condition. At the time of inspection, portions of the wood exterior stairway and the second level wood floor planks appear to have been recently repaired/refurbished.

**DESCRIPTION OF RESIDENTIAL IMPROVEMENT**
**Cont'd from preceding page**

## OTHER IMPROVEMENTS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Structure No. | 2 | No. Stories | N/a | Age | 10 | Function | Sidewalks |
| Construction | Concrete | Condition | Average | | | Sq. Ft. Area | 300 |
| Reproduction Cost | $2,175 | Depreciation | $1,087 | | | Indicated Value $ | $1,100 |

OTHER COMMENTS AND EXPLANATION OF REPRODUCTION COST AND DEPRECIATION:
Based on cost figures derived from Marshall Valuation Service as well as interviews with local contractor's, the subject sidewalks are best described as Yard Improvements, Concrete Sidewalk, Average Quality, (Sect. 66, Page 1, 12/2013), which has a base cost of $5.74/SF. Applying the current multiplier (1.0) and local multiplier (0.94) to the base cost, along with indirect costs of 20% and entrepreneurial profit of 12%, results in a total replacement cost new of $7.25/SF ($5.74 x 1.0 x 0.94 x 1.20 x 1.12). The improvements have an actual age that varies from 10 to 15 years and an overall effective age of 10 years. Based on a total economic life of 20 years, physical depreciation is estimated at 50% using the straight-line method (10/20 = 50%). Replacement Cost New: $7.25/SF x 300 SF = $2,175 –$1,087 (50% depreciation) =$1,088, rounded to $1,100.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Structure No. | 3 | No. Stories | N/a | Age | 6 | Function | Gravel Drives |
| Construction | Gravel | Condition | Average | | | Sq. Ft. Area | 2,000 |
| Reproduction Cost | | Depreciation | | | | Indicated Value $ | $5,260 |

OTHER COMMENTS AND EXPLANATION OF REPRODUCTION COST AND DEPRECIATION:
Based on estimate conversations with George A. Clanton Construction Company (931-388-7283), a local full service general contractor, with support from cost figures derived from Marshall Valuation Service, the subject gravel driveways are best described as Yard Improvements, 4" rock base (Sect. 66, Page 1, 12/2013) According to the contractor, the replacement cost for the subject's gravel driveways, which total approximately 2,000 SF or 222 SY, is estimated to be between $4,500 to $6,000, which equates to $20.25/SY to $27.00/SY or $2.25/SF to $3.00/SF. According to Marshall Cost Service, the base cost is $1.99/SF. Applying the current multiplier (1.0) and local multiplier (0.94) to the base cost, along with indirect costs of 20% and entrepreneurial profit of 12%, results in a total replacement cost new of $2.51/SF ($1.99 x 1.0 x 0.94 x 1.20 x 1.12). This rock base is essentially a non-depreciable feature and removal is not economically feasible; therefore, depreciation is not warranted. The Marshall Valuation Service cost figure is bracketed by the estimate range of the local contractor. We have utilized the midpoint estimate of the local contractor, which equates to $2.63/SF, or $5,260.

## OTHER IMPROVEMENTS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Structure No. | 4 | No. Stories | N/a | Age | ±30 | Function | Trees |
| Construction | N/a | Condition | Average | | | Sq. Ft. Area | N/a |
| Reproduction Cost | $2,800 | Depreciation | N/a | | | Indicated Value $ | $2,800 |

We used the Marshall Swift Cost Service, supported by interviews with landscaping/irrigation companies, as a basis for determining the replacement cost new of the subject's existing yard improvements. The subject yard improvements are classified as Yard Improvements – Landscaping – Trees (Large) –Average/Good (Marshall Valuation Service - Section 66, Page 8, 12/13). We also applied the current multiplier (1.0) and local multiplier (0.94) to the base cost, along with indirect costs of 20%. Physical depreciation is not applicable. The contributory value of the yard improvements are calculated as follows: Replacement Cost New: two trees totaling 50 caliper inches: $50/CI x 50 CI x 1.0 x 0.94 x 1.20= $2,820; The total replacement cost new for the subject yard improvements (trees) to be included in the acquisition is estimated to be $2,800, rounded

*Summary of Indicated Values* $9,160

| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 60LPLM-F2-019 | County | MAURY | Tract No. | 31 |
| Federal Project No. | STP-M-(9) | Name of Appraiser | Ted A. Boozer, MAI | | |

# COST APPROACH

## 13. VALUATION OF IMPROVEMENTS

Structure No. One

| PART OF BUILDING | AREA SQ. FT. | REPRODUCTION COST $/UNIT | REPRODUCTION COST TOTAL |
|---|---|---|---|
| Main | 2,418 | 116.90 | $282,670 |
| | | | |
| | | | |
| | | | |
| | | | |
| Basement | | | |
| **Total Cost New** | | | |

| DEPRECIATION WHOLE STRUCTURE ATTRIBUTED TO | AMOUNT | |
|---|---|---|
| Phys. 40 % | $113,068 | |
| Func. 0 % | $ 0 | |
| Econ. 0 % | $ 0 | Depreciated Value |
| **Depreciation** | $113,068 | $169,602 |

| | | |
|---|---|---|
| **(A) VALUE OF OTHER IMPROVEMENTS** | SITE IMPROVEMENTS (No. 2, 3 & 4) | $9,160 |
| | ADDITIONAL STRUCTURES | |
| | MISCELLANEOUS IMPROVEMENTS | |
| **(B) INDICATED VALUE OF ALL IMPROVEMENTS** | | $178,800 (r) |
| **(C) INDICATED LAND VALUE** | | 170,000 (r) |
| **(D) INDICATED VALUE OF ENTIRE TRACT (Land and All Improvements)** | | **$348,000** |

**(E) EXPLANATION TO SUPPORT ITEM 13:** *(The source of unit value shown in Item 13 for reproduction cost of improvements is based on;)*

**Estimated Replacement Cost New Of Improvements:** This section of the Cost Approach is an estimation of the replacement cost of the improvements as of the date of the appraisal. The term replacement cost means *"the estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout"* (page 168, The Dictionary of Real Estate Appraisal, 5th Edition, Appraisal Institute).

The Marshall Valuation Service was used to estimate the replacement cost new of the subject's existing improvements. Referring to this manual, the subject building is classified as an **Average/Good Quality, Class "D" Town House/Duplex (2-Story)** (Section 12, Page 31, 8/2014).

**Direct and Indirect Costs:** The appropriate unit cost consists of hard costs of materials and labor needed to construct the facility. Also included in the unit cost are architects fees, normal site preparation costs, utility connections, contractor's overhead and profit including job supervision, workmen's compensation, fire and liability insurance, unemployment insurance, interest on interim construction financing, equipment, temporary facilities, security, etc. I have also included some indirect costs that are not included in the direct, or hard costs, such as impact fees, legal fees, leasing commissions, appraisal fees, property taxes, financing fees, etc. Soft costs can range from 5% to 25% of direct costs, depending on the type of development and location. I used a soft cost amount of **20%**of direct costs.

**Entrepreneurial Profit:** Typically, real estate developers expect to be compensated for the risks accepted in undertaking the development of a property. This compensation is commonly known as entrepreneurial profit, which in theory is a market-derived figure that reflects the difference between the sale price and the sum of direct costs, indirect cost, and current market value of the land. Based on the perceived risk factor associated with this type of building, an appropriate entrepreneurial profit for the subject development is estimated to be **12%** of the estimated total direct and indirect costs.

A summary of the subject's replacement cost new is shown on the following page.

# COST APPROACH – cont'd.

| MARSHALL VALUATION COST SERVICE - IMPROVEMENT NO. 1 | | | |
|---|---|---|---|
| ***TYPE*** | 2-Story Town House / Duplex | | |
| ***QUALITY*** | Average/Good | | |
| ***CLASS*** | D | | |
| ***SIZE-SF*** | 2,418 | | |
| Base Cost | Sec. 12, Pg. 31 8/14 | $ | 89.93 |
| Area Multiplier | | | 0.940 |
| Current Multiplier | | | 1.000 |
| Local Multiplier | | | 0.920 |
| Adjusted Base Cost | | $ | 77.77 |
| Base Size-SF | | | 2,418 |
| Direct Cost of Building | | $ | 188,048 |
| Add: Front Covered Porch (273 SF @ $22.50)[1] | | $ | 6,142 |
| Add: Wood Deck (468 SF @ $22.50/SF)[2] | | $ | 10,530 |
| Add: Appliances (2 units @ $2,800 each)[3] | | $ | 5,600 |
| Total Direct Cost | | $ | 210,320 |
| Add Indirect Costs @ 20% | | $ | 42,064 |
| Total Direct & Indirect Cost of Building | | $ | 252,384 |
| Add Entrepreneurial Profit @ 12% | | $ | 30,286 |
| **Total Replacement Cost New of Building** | | **$** | **282,670** |

"Other Items"
[1]Sec. 12, Pg. 40, 8/14: Avg. Porch - Multi-Family: $22.50/SF
[2]Sec. 12, Pg. 40, 8/14: Avg.Wood Deck: $22.50/SF
[3]Sec. 12, Pg. 41, 8/14: Avg. Kitchen Appliances: $2,800/unit

"Other Items": Cost estimates for Porch and Wood Deck were based on Estimates from Mr. David Anderson of Dogwood Homes, a local contractor, supported by Marshall Cost Service. Cost estimates for Appliances were based on quotes by Home Depot and Lowes, with support from Marshall Cost Service.

**(F) DEPRECIATION:** *(To what is each type attributable)*

**Depreciation & Obsolescence:** Depreciation is defined as "a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date" (page 56, *The Dictionary of Real Estate Appraisal*, 5th Edition, Appraisal Institute).

Deferred Maintenance: Based on my inspection, the improvements did not exhibit any significant deferred maintenance. As mentioned, the 2-level wood deck is in fair condition; however, the outdoor staircase appears to have been recently refurbished and replacement wood planks were being stored on site.

Physical Deterioration: The effective age of the existing improvements is estimated at 20 years, with a remaining economic life of 30 years. [Note: The subject's total economic life (50 years) was taken from the Marshall & Swift Valuation Cost Service.] As a result, a depreciation rate of 40% (20/50 years) is indicated by the straight-line age/life method. This percentage will be applied the estimated total replacement cost, to produce the depreciated value of the improvements.

Obsolescence: The subject's improvements appear to be adequately designed and capable of being fully utilized in their intended function as a multi-family (duplex) structure. Therefore, no functional obsolescence is present. There were no outside adverse conditions affecting the subject property, accordingly, external obsolescence is not applicable.

# SALES COMPARISON APPROACH

## 14. LAND VALUE ANALYSIS

**ADJUST SALES TO SUBJECT USING** (Plus +, Subject Better)(Minus -, Subject Poorer) Using Dollar Adjustments Only. If the land is broken down and assigned more than one unit value, additional sales must be shown supporting each value.

**(A) ANALYSIS OF COMPARABITLITY** (Insert Comp. Sale No's. from Brochure or Attachments)

| **Inspection Date** | | Sale No. CL1 | | Sale No. CL2 | | Sale No. CL3 | |
|---|---|---|---|---|---|---|---|
| **CASH EQUIVALENT Sales Price** | | $370,260 | | $325,000 | | $950,000 | |
| **Date of Sale** | **# of Periods** | 07/31/2013 | 16 | 08/26/2011 | 39 | 03/28/2011 | 44 |
| **% Per Period** | **Time Adj.** | 0.42% | 6.67% | 0.42% | 16.25% | 0.42 | 18.33% |
| **Sales Price Adj. for Time** | | $394,956 | | $377,813 | | $1,124,135 | |
| **Proximity to Subject** | | ±1.50 miles | | ±3.70 miles | | ±3.5 miles | |
| **Unit Value Land** SF [X] FF [ ] Acre [ ] Lot [ ] | | $6.66 | | $3.85 | | $6.27 | |
| **Elements** | **Subject** | **Description** | **(+)(-) Adj.** | **Description** | **(+)(-) Adj.** | **Description** | **(+)(-) Adj.** |
| **Location (A)** | Spring Hill (Maury) | Spring Hill (Williamson) | 0 | Spring Hill (Maury) | 0 | Spring Hill (Maury) | 0 |
| **Size (B)** | 28,488 | 59,275 | 0 | 98,139 | 0 | 179,193 | 0 |
| **Shape (C)** | Irregular | Sl. Irregular | 0 | Rectangle | 0 | Rectangular | 0 |
| **Site/View (D)** | Residential / Commercial | Commercial | 0 | Commercial | 0 | Commercial & Residential | 0 |
| **Topography (E)** | Level | Level/Rolling | 0 | Level | 0 | Level/Rolling | 0 |
| **Access (F)** | SR 247 | Fitts St. & Wall St. | 0 | Old Port Royal Rd. & Access Dr. | 0 | Reserve Boulevard | 0 |
| **Zoning (G)** | B-1 | B-4 | 0 | B-4 | 0 | B-4 | 0 |
| **Utilities Available (H)** | Water, Sewer, Electricity, Gas, Telephone | Water, Sewer, Gas, Electricity, Telephone | 0 | Water, Sewer, Electricity, Gas, Telephone | 0 | Water, Sewer, Electricity, Gas Telephone | 0 |
| **Encumbrances Easements, etc. (I)** | Typical | Typical | 0 | Typical | 0 | Typical & Stream Buffer | 0 |
| **Off-Site Improvements (J)** | 2 lane SR | Two, 2 lane secondary roads | 0 | 2-lane secondary Rd. | 0 | Saturn Pkwy & Port Royal Road | 0 |
| **On-Site Improvements (K)** | Duplex, Sidewalks, Gravel Drives | None | 0 | None | 0 | None | 0 |
| Other Adj. (Specify) **(L)** | | | | | | | |
| **(M)** | | | | | | | |
| **(N)** | | | | | | | |
| **NET ADJUSTMENTS** | | (+)(-) | 0 | (+)(-) | 0 | (+)(-) | 0 |
| ADJUSTED INDICATED UNIT VALUE | | | $6.66 | | $3.85 | | $6.27 |

(B) TOTAL INDICATED VALUE OF SUBJECT LAND ( $6.00 **X** 28,488 ) $170,000 (r)

**Correlated Unit Value X Units**

**COMMENTS: Continued on following page....**

# ADDITIONAL COMMENTS

## 14. LAND VALUE ANALYSIS: Continued from preceding page.....

**Valuation Summary**
In this area, the most widely accepted method of valuing commercial sites is on a per square foot basis. Therefore, I used the per square foot unit value as the appropriate unit of measurement for the subject site. As shown in the preceding analysis, three closed sales form a value range from $3.85/SF to $6.66/SF, with an average of $5.59/SF and a median of $6.27/SF, after adjusting for market conditions.

The sales were compared to the subject based on property rights conveyed, financing, sale conditions, market conditions, and physical characteristics. To the best of our knowledge, all the sales represented arms-length transactions, which included the fee simple estate property rights. In addition, all of the sales were cash to seller conveyances, whereby financing was not a factor in the sales price. To our knowledge, there were no unusual sale conditions involved in any of other the transactions.

**Market Conditions:** As discussed in the Market Data Brochure, an annual 5% market conditions adjustment was deemed appropriate, which equates to 0.42% per month. Therefore, a 6.67% upward adjustment was applied to Sale CL1 (16 months x 0.42% = 6.67%), which equates an adjusted price of $394,956. Similarly, a 16.25% upward adjustment was applied to Sale CL2 (39 months x 0.42% = 16.25%), which equates an adjusted price of $377,813. A 7.91% upward adjustment was applied to Sale CL3 (44 months x 0.42% = 18.33%), which equates an adjusted price of $1,124,135.

**Location:** Similar to the subject, the comparable sales are located within the city limits of Spring Hill. CL1 is most similar in terms of proximity; however, this comparable is located within the Campbell Station Annex, along and off Columbia Pike and is considered superior to the subject in terms of location within an area of impressive commercial growth. Similar to the subject, CL2 and CL3 are located in Maury County. Although a qualitative adjustment was not warranted; generally, land located in Williamson County is considered superior to land located in Maury County, and we have considered this trend on a qualitative basis.

**Zoning:** The subject property is zoned B-1 (Office and Limited Retail District), which permits professional office and public buildings, general office space, funeral homes, churches, parking lots, and accessory uses incidental to the permitted uses. Uses permitted upon appeal include: certain commercial uses within the B-1 or any residential district and schools offering general or specialized instruction. The comparables are zoned B-4 (Central Business District). Allowable uses for the comparables include a wide variety of commercial, retail trade, office, and service. The comparables' B-4 zoning is considered superior to the subject's B-1 zoning in terms of permitted uses. Any differences in zoning will be considered on a qualitative basis.

**Size:** The sales range in size from 59,275 SF to 179,193SF, with an average size of 118,869 SF, and a median land size of 98,139 SF. The subject contains a total land area of 28,488 SF, which falls below the size range of the comparables. Typically, an inverse relationship exists between size and unit price, with smaller tracts selling at higher unit prices. Overall, the subject is most similar to Sale CL1 (59,275 SF) in terms of size. The correlation between size and unit price is not strongly supported by the comparable unit values and sizes. Therefore, I have considered the size of the subject in relation to the comparable sales on a qualitative basis.

**Shape:** The subject tract is an "L"-shaped site, which is inferior to the slightly irregular to rectangle-shaped comparables' shapes. As shape does not appear to be significant in this analysis, no adjustments were necessary.

**Topography:** The subject exhibits basically level topography and is primarily cleared, which is similar to the three comparable sales. Quantitative topographical adjustments were inconclusive based on the comparable data set. Therefore, differences in topography/development potential will be considered on a qualitative basis.

**Visibility/Exposure:** The subject property exhibits good visibility from SR 247. Similarly, all the comparables exhibit good visibility along the respective road frontages. Sale CL1 exhibits good visibility along the corner of Wall Street and Fitts Street. Sale CL2 is located along Old Port Royal Road, with partial visibility to Port Royal Road. Sale CL3, located along Reserve Boulevard, exhibits good visibility to Saturn Parkway. The 2013 average daily traffic along the SR 247 S, in the vicinity of the subject, ranges from 6,388 vehicles per day (vpd) and 10,024 vpd. Year 2013 average daily traffic along Columbia Pike, in the vicinity of Sale CL1, was 15,726 vpd. Average daily traffic station counts were not available in the vicinity of Sale CL2. Year 2013 Average daily traffic along Saturn Parkway, in the vicinity of Sale CL3, was 30,186 vpd. Sales CL1 and CL3 are considered superior to the subject in terms of exposure; with CL 2 being considered slightly inferior to the subject in this regard. Attempts to apply a quantitative adjustment for visibility/exposure, considering average daily traffic volume, corner locations, and amount of road frontages, was inconclusive and; therefore, will be considered on a qualitative basis.

**Access:** The subject has legal access along SR 247. All of the comparable sales have legal access along their respective frontages. The comparables have average-to-good access to connecting US and State Routes. Sales CL1 has good access to US Hwy 31. Sales CL2 & CL3 have good access to Saturn Parkway. Differences in access will be considered on a qualitative basis.

**Utilities:** The subject has water, sewer, electricity, cable and telephone services on-site. All the closed sales have similar utilities; therefore, no adjustments are supported.

# ADDITIONAL COMMENTS

## 14. LAND VALUE ANALYSIS: Continued from preceding page.....

**Encumbrances, Easements, Etc.:** The subject property features typical easements, which is similar to Sale CL1 and Sale CL2. Sale CL3 is affected by a stream buffer and is slightly inferior to the subject in this regard; although this easement is located along the perimeter of the comparable tract. Any differences in easements/encumbrances will be considered on a qualitative basis.

We also considered Listing CLL1, a 508,781 SF (11.68 acres) tract located along the northwest and northeast corners of Duplex Road and Port Royal Road, east of Commonwealth Drive, in Spring Hill, Williamson County, Tennessee. The tract is bisected by Port Royal Road and consists of a 6.60-acre eastern portion and a 5.08-acre western portion. The tract sections have legal access along the north side of Duplex Road and the east and west sides of Port Royal Road. The western tract is an irregular rectangular in shape and the eastern tract is irregular in shape. The tracts exhibit basically level to gently rolling topography and are primarily cleared, with sporadic trees. The tract has a city zoning classification of B-4. The overall tract has been marketed since April 2009 at an asking price of $2,714,500, which equates to $5.34/SF. In addition, the easterly section is offered separately for $1,450,000, which equates to $5.04/SF, with the westerly section currently offered separately for $1,264,500, which equates to $5.71/SF. The subject property is considered slightly superior in terms of location, size and shape. Regarding the asking prices; I recognize that listed properties typically sell for less than their asking prices.

We also considered Listing CLL2, a 141,131 SF (3.24 acres) tract located along the northeast corner of Duplex Road and Buckner Lane, in Spring Hill, Williamson County, Tennessee. The rectangular-shaped tract exhibits basically level topography and is cleared. The tract is currently being marketed at an asking price of $1,129,075, which equates to $8.00/SF. The tract is being market for commercial development and is contingent upon being re-zoned from Agricultural to a commercial use (Commercial PUD or B-4).The subject property is superior in terms of size and location and inferior in terms of shape. Regarding the asking price; I recognize that listed properties typically sell for less than their asking prices.

Although zoned R-1, we also considered a 12,090 SF (0.28 acre) lot located along the north side of Duplex Road, just west of the subject property, in Spring Hill, Maury County, Tennessee. The rectangular-shaped tract exhibits basically level topography and features sporadic mature tree cover. The property is currently listed for sale at $55,000, which equates to $4.55/SF and has been marketed for approximately 5 months. This listing is inferior to the subject in terms of zoning and superior in terms of size and shape. This comparable was included primarily based on its proximity to the subject; however weight was not placed on this comparable based on the subject's superior zoning.

**Off-Site Improvements:** The subject property is along Duplex Road (SR 247), a primary, two-lane roadway. All of the comparable sales offer similar off-site improvements.

**On-Site Improvements:** The subject property is improved with gravel drives, sidewalks, and landscaping. The subject's site improvements are considered superior to the comparables.

**Valuation Summary:** In conclusion, the three comparables provide a reasonable range from which the subject's value can be determined. After considering the adjustments discussed above, the sales range from $3.85/SF to $6.66/SF, with an average of $5.59/SF and a median of $6.27/SF, after adjusting for market conditions. Therefore, with all pertinent factors considered, including the size, shape, zoning and location along Duplex Road, just east of Columbia Pike (US 31), we have selected a market value of **$6.00/SF** for the subject 28,488 SF site

# SALES COMPARISON APPROACH

## 15. PROPERTY ANALYSIS; RESIDENTIAL & RURAL

*Adjust sales to subject using (+) Subject Better, (-) Subject Poorer, Using Dollar Adjustments Only.*

**(A) ANALYSIS OF COMPARABITLITY** *(Insert Comp. Sale No's. from Brochure or Attachments)*

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Inspection Date** | | Sale No. DS1 | | Sale No. DS2 | | Sale No. DS3 | |
| **CASH EQUIVALENT Sales Price** | | $65,500 | | $100,000 | | $85,000 | |
| **Date of Sale** | **# of Periods** | 5/21/2012 | 30 | 4/14/2011 | 43 | 2/02/2012 | 33 |
| **% Per Period** | **Time Adj.** | 0.42% | 12.50% | 0.42% | 17.9% | 0.42% | 13.75% |
| **Sales Price Adj. for Time** | | $73,688 | | $117,900 | | $96,688 | |
| **Proximity to Subject** | | ±12.6 miles | | ±13.2 miles | | ±12.1 miles | |
| **Elements** | **Subject** | **Description** | **(+)(-) Adj.** | **Description** | **(+)(-) Adj.** | **Description** | **(+)(-) Adj.** |
| **Location (A)** | Spring Hill | Columbia | | Columbia | | Columbia | |
| **Construction (B)** | Wood Frame Wood Exterior | Wood Frame Wood Exterior | | Wood Frame Brick Exterior | | Wood Frame/ Vinyl Exterior | |
| **Quality (C)** | Average | Average | | Average | | Average | |
| **Age: Actual/Effective (D)** | 28/20 | 25/25 | | 29/25 | +9,509 | 20/18 | -6,935 |
| **Condition (E)** | Average | Average | | Average | | Average | |
| **Fin. Living Area (F)** 1st Floor 2nd Floor 3rd Floor | 1st: 1,209 SF<br>2nd: 1,209 SF | 1st: 1,048 SF<br>2nd: 1,048 SF | | 1st: 1,025 SF<br>2nd: 1,025 SF | | 1st: 952 SF<br>2nd: 952 SF | |
| **Bsmt. Fin. Area (G)** | N/a | N/a | | N/a | | N/a | |
| **Unfin. Area** | N/a | N/a | | N/a | | N/a | |
| **Total Living Area (H)** | 2,418 SF | 2,096 SF | | 2,050 SF | | 1,904 SF | |
| **No. Baths (I)** | 4 | 4 | | 4 | | 2 | |
| **Garage/Carport (J)** | N/a | N/a | | N/a | | N/a | |
| **Heating/Cooling (K)** | Gas/Central | Electric/Central | | Gas/Central | | Electric/Central | |
| **Fireplace(s) (L)** | N/a | N/a | | N/a | | N/a | |
| **Kitchen Built-ins (M)** | Yes | Yes | | Yes | | Yes | |
| **Functional Utility (N)** | Average | Average | | Average | | Average | |
| **Porches, Patios, Pools, etc. (O)** | Porch/Decks | Porch/Decks | | Porch/Decks | | Porch | +4,500 |
| **Other Adj. (Specify) (P)** | Sidewalks/ Gravel Drives | Gravel Drive | | Sidewalks/ Gravel Drives | | Sidewalks/ Gravel Drives | |
| **Land Area (Q)** | 28,488 SF | 11,205 SF | | 18,925 SF | | 6,000 SF | |
| **NET ADJUSTMENTS** | | (+)(-) | | (+)(-) | +9,509 | (+)(-) | -2,435 |
| ADJUSTED INDICATED UNIT VALUE | | | $73,688 | | $127,409 | | $94,253 |
| ADJUSTED PRICE/ SF | | | $35.16 | | $62.15 | | $49.50 |

**COMMENTS:**

Continued on the following page….

# SALES COMPARISON APPROACH
**Continued….**

## 15. PROPERTY ANALYSIS; RESIDENTIAL & RURAL

*Adjust sales to subject using (+) Subject Better, (-) Subject Poorer, Using Dollar Adjustments Only.*

**(A) ANALYSIS OF COMPARABITLITY** *(Insert Comp. Sale No's. from Brochure or Attachments)*

| **Inspection Date** | | Sale No. DS4 | | Sale No. DS5 | | Sale No. _____ | |
|---|---|---|---|---|---|---|---|
| **CASH EQUIVALENT Sales Price** | | $110,000 | | 210,000 | | | |
| **Date of Sale** | **# of Periods** | 9/13/2013 | 14 | 7/1/2014 | 5 | | |
| **% Per Period** | **Time Adj.** | 0.42% | 5.83% | 0.42% | 2.08% | | 0.00% |
| **Sales Price Adj. for Time** | | $116,413 | | $215,880 | | $ 0 | |
| **Proximity to Subject** | | ±13.6 miles | | ±14.5 miles | | | |
| **Elements** | **Subject** | **Description** | **(+)(-) Adj.** | **Description** | **(+)(-) Adj.** | **Description** | **(+)(-) Adj.** |
| **Location (A)** | Spring Hill | Franklin | | Franklin | | | |
| **Construction (B)** | Wood Frame Wood Exterior | Wood Frame Brick Exterior | | Wood Frame Brick Exterior | | | |
| **Quality (C)** | Average | Average | | Average | | | |
| **Age: Actual/Effective (D)** | 28/20 | 42/35 | +27,424 | 33/30 | +16,588 | | |
| **Condition (E)** | Average | Average | | Average | | | |
| **Fin. Living Area 1st Floor 2nd Floor 3rd Floor (F)** | 1st: 1,209 SF 2nd: 1,209 SF | 1st: 1,824 SF 2nd: N/a | | 1st: 1,914 SF 2nd: N/a | | | |
| **Bsmt. Fin. Area (G)** | N/a | N/a | | N/a | | | |
| **Unfin. Area** | N/a | N/a | | N/a | | | |
| **Total Living Area (H)** | 2,418 SF | 1,824 SF | | 1,914 SF | | | |
| **No. Baths (I)** | 4 | 2 | | 2 | | | |
| **Garage/Carport (J)** | N/a | N/a | | N/a | | | |
| **Heating/Cooling (K)** | Gas/Central | Gas/Central | | Electric/Central | | | |
| **Fireplace(s) (L)** | N/a | N/a | | N/a | | | |
| **Kitchen Built-ins (M)** | Yes | Yes | | Yes | | | |
| **Functional Utility (N)** | Average | Average | | Average | | | |
| **Porches, Patios, Pools, etc. (O)** | Porch/Decks | Porch/Decks | | Porch/Decks | | | |
| **Other Adj. (Specify) (P)** | Sidewalks/ Gravel Drives | Sidewalk/ Gravel Drives | | Sidewalk/ Concrete Drives | | | |
| **Land Area (Q) (Site Adj.)** | 28,488 SF | 10,650 SF | | 16,211 SF | | | |
| **NET ADJUSTMENTS** | | (+)(-) | +$27,424, | (+)(-) | +16,588 | (+)(-) | $ 0 |
| ADJUSTED INDICATED UNIT VALUE | | | $141,913 | | $232,468 | | $ 0 |
| ADJUSTED PRICE/SF | | | $77.80 | | $121.46 | | |

**INDICATED MARKET VALUE of Entire Tract ..... $340,000**

**COMMENTS:** See additional comments on following page…

# ADDITIONAL COMMENTS

## 15. PROPERTY ANALYSIS: RESIDENTIAL & RURAL: Continued from preceding page.....

**Analysis**
Small multi-family dwellings in this market are typically transferred on a price per building square foot basis. Therefore, this unit of measurement will be used throughout this analysis. The sales range in unit value from $35.16/SF to $121.47/SF after adjusting for market conditions. After deducting the estimated contributory value of the site (see age/condition grid below), unit values for the improvements range from $28.00 to $95.33/SF with a mean of $56.37/SF and a median of $51.46/SF. See comparable sales and listing write-ups, location map and chart attached in the addenda of the report.

The sales were compared to the subject based on property rights conveyed, financing, sale conditions, market conditions, and physical characteristics. To the best of our knowledge, all the sales represented arms-length transactions, which included the fee simple estate property rights. In addition, all of the sales were cash to seller conveyances, whereby financing was not a factor in the sales price. With exception to Sale DS4, there were no unusual sale conditions involved in any of other the transactions. An upward adjustment was applied to Sale DS4 due to the out of town seller's motivation to divest the property at a below market price.

**Market Conditions:** As discussed in the Market Data Brochure, an annual 5% market conditions adjustment was deemed appropriate, which equates to 0.42% per month. Therefore, a 12.50% upward adjustment was applied to Sale DS1's building value (30 months x 0.42% = 12.5%), which equates an adjusted building price of $50,493 and an adjusted unit price of $73,688. Similarly, a 17.9% upward adjustment was applied to Sale DS2's building value (43 months x 0.42% = 17.9%), which equates an adjusted building price of $78,003 and an adjusted unit price of $117,900. Similarly, a 13.75% upward adjustment was applied to Sale DS3's building value (33 months x 0.42% = 13.75%), which equates an adjusted building price of $74,999 and an adjusted unit price of $101,188. Similarly, a 5.83% upward adjustment was applied to Sale DS4's building value (14 months x 0.42% = 5.83%), which equates an adjusted building price of $84,998 and an adjusted unit price of $116,413. Similarly, a 2.08% upward adjustment was applied to Sale DS5's building value (5 months x 0.42% = 2.08%), which equates an adjusted building price of $160,010 and an adjusted unit price of $215,880.

**Location**: Sales DS1-DS3 are located in Columbia, TN and Sales DS4 and DS5 are located in Franklin, TN. The subject is considered superior to Sales DS1-DS3 and inferior to Sales DS4 and DS5 in terms of location. The comparables are located within residential neighborhoods; whereas the subject is located within an area of mixed uses. Deducting the land value from each sale in the comparison grid below should adjust for most of the difference attributed to location.

**Improvement Size:** The comparables range in size from 1,904 SF to 2,096 SF, with an average of 1,992 SF. The subject dwelling contains 2,418 SF, which is above the range but within reason. Typically, an inverse relationship exists between size and unit price, with smaller buildings selling at higher unit prices. As all of the comparables and the subject appeal to the same type of market participants, no adjustments are warranted for improvement size.

**Construction Quality:** Overall, the construction quality of the sales is similar to that of the subject, as all feature wood frames and gable roof systems over composition shingle cover. The subject is most similar to Sales DS1 and DS2 in terms of having wood exteriors. The subject is slightly superior to Sale DS3 in terms of this comparable featuring a vinyl siding exterior. The subject is slightly inferior to Sales DS4 and DS5, which reflect either brick or combination brick/wood exteriors. The subject is most similar to Sales DS1-DS3 in terms of having 2-story designs. The subject and all the comparables are designed as 2 unit duplexes and are similar in this regard; therefore, construction quality will be considered on a qualitative basis.

**Age/Condition:** The subject improvements were originally constructed in 1986 and are considered to be in average physical condition. The subject building's actual age equals 28 years, with an estimated effective age of approximately 20 years and a remaining economic life of approximately 30 years. The sales range in chronological age from 10 to 42 years old as of the date of sale, with effective ages ranging from 16 to 35 years. The physical condition (effective age) of the comparables varies based on the level of maintenance and upgrades they have received since completion. Adjustments were made based on the age difference between the sales and the subject at the time of sale. Depreciation factors are based on a straight-line age/life method, assuming a 50-year economic life. This results in a 2.0%/year adjustment for the age difference. In the following grid, we have made adjustments for age/condition based on differences in the effective ages of the sales, as compared to the subject. As depreciation is appropriately applied only to building improvements, we have deducted the estimated contributory land value from each sale, which is based on applicable property records and market data. The quantifiable depreciation adjustments are shown on the following page:

# ADDITIONAL COMMENTS

## 15. PROPERTY ANALYSIS: RESIDENTIAL & RURAL: Continued from preceding page.....

| DEPRECIATION ADJUSTMENT GRID | | | | | |
|---|---|---|---|---|---|
| | Sale 1 | Sale 2 | Sale 3 | Sale 4 | Sale 5 |
| Total Value | $73,688 | $117,900 | $96,688 | $116,413 | $215,880 |
| Land Value | $15,000 | $22,000 | $10,000 | $25,000 | $50,000 |
| **Building Value** | **$58,688** | **$95,900** | **$86,688** | **$91,413** | **$165,880** |
| Per Square Foot | $28.00 | $46.78 | $45.53 | $50.12 | $86.67 |
| ***Age Adj.*** | | | | | |
| Eff. Age @ Sale | 25 | 25 | 18 | 35 | 30 |
| Subject Eff. Age | 20 | 20 | 20 | 20 | 20 |
| Age Difference | 5 | 5 | (2) | 15 | 10 |
| **Age Factor** | **1.100** | **1.100** | **0.960** | **1.300** | **1.200** |
| **Rev. Bldg. Value** | **$64,557** | **$105,490** | **$83,220** | **$118,837** | **$199,056** |
| **Adj. Sale Price** | **$64,557** | **$105,490** | **$83,220** | **$118,837** | **$199,056** |
| Building Size | 2,096 | 2,050 | 1,904 | 1,824 | 1,914 |
| **Adj. Price/SF** | **$30.80** | **$51.46** | **$43.71** | **$65.15** | **$104.00** |
| Net Adjustments | 10.00% | 10.00% | -4.00% | 30.00% | 20.00% |

As illustrated in the preceding chart, the comparables reflected net adjustments of -4% to 30%. Sales DS1 and DS2 each required a 10% adjustment. Sale DS3 required a -4% adjustment. Sale DS4 required a -30% adjustment and Sale DS5 required a +20% adjustment. The adjusted unit prices ranged from, with an average adjusted unit price of $59.02/SF and a median adjusted unit price of $51.46/SF.

**Site Improvements:** Similar to the subject, the sites of Sales DS2-DS4 are improved with gravel drives and sidewalks. Sale DS1's site, which features gravel drives and no sidewalks, is slightly inferior in this regard. Sale DS5's site is improved with sidewalks and aggregate concrete drives, which is slightly superior to the subject in this regard.

We also surveyed a current listing of a 2,088 SF, 2-story duplex located along the west side of School Street, in Columbia, Maury County, TN. Construction features include wood framing and vinyl siding exterior and a gable/hip roof with composition shingle cover. The two units contain 2 bedrooms, one full bath, one ½-bath, a kitchen and a living room. Other improvements include a gravel drive, a concrete drive, sidewalk, and manicured lawn. Constructed in 1987, the improvements are considered to be in average. Existing rent is $600/month for one unit and $500/month one unit. The property is currently listed for $105,000 and has been on the market ±3 months. After extracting the land value and adjusting for depreciation, the adjusted unit price is $47.41/SF. Overall, the subject is considered superior to this comparable.

**Summary:** The adjusted prices of the sales form a range in unit values for the improvements from $30.80 to $104.00/SF with a mean of $59.02/SF and a median of $51.46/SF, exclusive of land value. The five closed sales included in this analysis are considered good indicators of market value for two-family dwellings in the area. Based on the subject's location, age/condition, and zoning unit value at the upper end of the range, say $70/SF is reasonable for the subject property.

### CONCLUSION OF SALES COMPARISON APPROACH

The market value of the building situated on the subject property has been estimated based the preceding analyses, and include the supporting site improvements. By adding the contributory value of the land, which we previously estimated to be $170,000, the subject's market value via the sales comparison approach, is calculated as follows:

| Summary of the Sales Comparison Approach | | |
|---|---|---|
| Improvement Value: | 2,418 SF x $70.00/SF = | $169,260 |
| Plus: Land Value: | | + 170,000 |
| Indicated Value: | | $339,260 |
| **Rounded To"** | | **$340,000** |

# INCOME APPROACH

16.

Attach copy of Leases to appraisal or add additional sheet stating terms and conditions of Leases.

The Income Capitalization Approach is a *"set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate."* (The Dictionary of Real Estate Appraisal, 5th Edition, Appraisal Institute)

**Valuation Analysis**

The purpose of this appraisal is to estimate the "as is" market value of the subject's fee simple estate. The building is 100% tenant-occupied by two tenants. Each unit is leased for $750/month with 1-year lease terms. The leases include discount clauses which stipulate a rental rate of $650/month should the tenants pay rent on or before the 4th day of each month. The lease for unit 2531 expires on July 11, 2012 and the lease unit 2533 expires on October 1, 2014. The lease terms are currently month-to-month. The leases stipulate the tenants are responsible for utilities (water, gas, electricity) and for paying the first $25.00 of any repair charges. The landlord is responsible for taxes, insurance and repairs/maintenance. Copies of the leases are attached.

**Direct Capitalization:** To process the Direct Capitalization Technique, comparable market data is used to determine a reasonable market rental rate for the subject property. A typical investor would purchase the subject based on an expected net operating income (NOI) that could be derived from renting the space to a tenant. Vacancy and credit loss, along with operating expenses that are incurred in a typical year of operation, which are also estimated based on market research, are then deducted. The result of this analysis will be an estimated stabilized annual net operating income (NOI), before debt service, the subject property could potentially generate. In this method, a projected stabilized net operating income for a single year of operation is made, which is capitalized at an overall capitalization rate to produce an indication of market value.

**Market Rent:** Market rent is *"the most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs)"* (Page 121, *The Dictionary of Real Estate Appraisal*, 5th Edition, Appraisal Institute).

In estimating the subject's market rent, we surveyed the rental rates presently being commanded at similar duplexes in the area. Descriptions of each of the comparable duplex properties, along with available rental information and a location map, are provided on the following pages.

**INDICATED VALUE OF ENTIRE TRACT FROM INCOME APPROACH** (before acquisition) NA

# INCOME APPROACH – Cont'd.

**DUPLEX RENTAL NO. 1**

***Property Identification***

| | | | |
|---|---|---|---|
| **Property Type:** | Duplex | **Map/Parcel:** | 42I/A/16.00 |
| **Address:** | 1537 Richmond Road | **County/State:** | Neapolis Community, Maury County |

***Site Data***

| | | | |
|---|---|---|---|
| **Land Area:** | 0.19 acre | **Shape:** | Rectangular |
| **Zoning:** | R6 (One & Two Family) | **Dimensions:** | 110' x 200' |
| **Utilities:** | All available | **Landscaping:** | Yes |
| **Topography:** | Level- Gently Rolling | | |

***Improvement Data***

| | |
|---|---|
| **Size:** | 2,040 SF |
| **Total Units:** | 2 |
| **Construction:** | Brick & vinyl veneer over wood frame; gabled roof |
| **Stories:** | 2 |
| **Parking:** | Open/Gravel |
| **Year Built:** | 1990 |
| **Condition:** | Average |
| **Verification** | Deborah Hodge @ R&E Properties (931-626-8980) |

**UNIT MIX**

| Type | No. Units | % of Total | Size - SF | Total SF | Rent/Month | Rent/SF |
|---|---|---|---|---|---|---|
| 2BR/2BA | 1 | 50.00% | 1,020 | | $550 | |
| 2BR/2BA | 1 | 50.00% | 1,020 | | $550 | |
| **Total/Avg.** | **2** | **100.0%** | | **2,040** | **$1,100** | **$0.54** |

**Income Analysis**

| | |
|---|---|
| **Potential Gross Income** | $13,200 |

**Units of Comparison**

| | |
|---|---|
| **Rent per Unit** | $6,600 |
| **Rent per Square Foot** | $0.54 |

**Comments:** This duplex consists of a 2,040 SF, 2-story duplex located along the west side of Richmond Road, in the Neapolis Community of Spring Hill, Maury County, TN. Construction features include wood framing and brick/vinyl siding and a gable/hip roof with composition shingle cover. The two units contain 2 bedrooms, one full bath, one half-bath, a kitchen and a living room. Other improvements include a 40 SF, attached, concrete and brick front porch (stoop) and two (2), 120 SF, attached wood decks. Site improvements include gravel drives and a manicured lawn. Constructed in 1990, the improvements are considered to be in average physical condition. Existing rent is $550/month for each unit. Deborah Hodge @ R&E Properties (931-626-8980).

# INCOME APPROACH – Cont'd.

**DUPLEX RENTAL NO. 2**

***Property Identification***

| | | | |
|---|---|---|---|
| **Property Type:** | Duplex | **Map/Parcel:** | 25I/C/45.00 |
| **Address:** | 810 Belle Drive | **County/State:** | Spring Hill, Maury County |

***Site Data***

| | | | |
|---|---|---|---|
| **Land Area:** | 0.34 acre | **Shape:** | Rectangular |
| **Zoning:** | R-4 | **Dimensions:** | 100' x 150' |
| **Utilities:** | All Available | **Landscaping:** | Yes |
| **Topography:** | Level- Gently Rolling | | |

***Improvement Data***

| | |
|---|---|
| **Size:** | 1,468 SF |
| **Total Units:** | 2 |
| **Construction:** | Brick & vinyl veneer over wood frame; gabled roof |
| **Stories:** | 2 |
| **Parking:** | Open/Gravel |
| **Year Built:** | 1991 |
| **Condition:** | Average |
| **Verification** | Deborah Hodge @ R&E Properties (931-626-8980) |

**UNIT MIX**

| Type | No. Units | % of Total | Size - SF | Total SF | Rent/Month | Rent/SF |
|---|---|---|---|---|---|---|
| 1BR/1BA | 1 | 50.00% | 734 | | $525 | |
| 1BR/1BA | 1 | 50.00% | 734 | | $550 | |
| **Total/Avg.** | **2** | **100.0%** | | **1,468** | **$1,075** | **$0.73** |

**Income Analysis**

| | |
|---|---|
| **Potential Gross Income** | $12,900 |

**Units of Comparison**

| | |
|---|---|
| **Rent per Unit** | $6,450 |
| **Rent per Square Foot** | $0.73 |

**Comments:** This duplex consists of a 1,468 SF, 1-story duplex located along the west side of Belle Drive, in Spring Hill, Maury County, TN. Construction features include wood framing and vinyl siding and a gable/hip roof with composition shingle cover. The two units contain 1 bedroom, one full bath, one half-bath, a kitchen and a living room. Other improvements include a16 SF, attached, concrete and brick front porch (stoop), a covered, 56 SF covered front port, and two (2), 80 SF, attached wood decks. Site improvements include gravel drives and a manicured lawn. Constructed in 1990, the improvements are considered to be in average physical condition. Existing rent is $525/month for one unit and $550/month for one unit. Verified by Deborah Hodge @ R&E Properties (931-626-8980).

# INCOME APPROACH – Cont'd.

**DUPLEX RENTAL NO. 3**

***Property Identification***

| | | | |
|---|---|---|---|
| **Property Type:** | Duplex | **Map/Parcel:** | 25I/C/42.00 |
| **Address:** | 810 Belle Drive | **County/State:** | Spring Hill, Maury County |

***Site Data***

| | | | |
|---|---|---|---|
| **Land Area:** | 0.34 acre | **Shape:** | Rectangular |
| **Zoning:** | R-4 | **Dimensions:** | 100' x 150' |
| **Utilities:** | All Available | **Landscaping:** | Yes |
| **Topography:** | Level- Gently Rolling | | |

***Improvement Data***

| | |
|---|---|
| **Size:** | 1,468 SF |
| **Total Units:** | 2 |
| **Construction:** | Brick & vinyl veneer over wood frame; gabled roof |
| **Stories:** | 2 |
| **Parking:** | Open/Gravel |
| **Year Built:** | 1991 |
| **Condition:** | Average |
| **Verification** | Deborah Hodge @ R&E Properties (931-626-8980) |

**UNIT MIX**

| Type | No. Units | % of Total | Size - SF | Total SF | Rent/Month | Rent/SF |
|---|---|---|---|---|---|---|
| 1BR/1BA | 1 | 50.00% | 734 | | $525 | |
| 1BR/1BA | 1 | 50.00% | 734 | | $550 | |
| **Total/Avg.** | **2** | **100.0%** | | **1,468** | **$1,075** | **$0.73** |

**Income Analysis**

| | |
|---|---|
| **Potential Gross Income** | $12,900 |

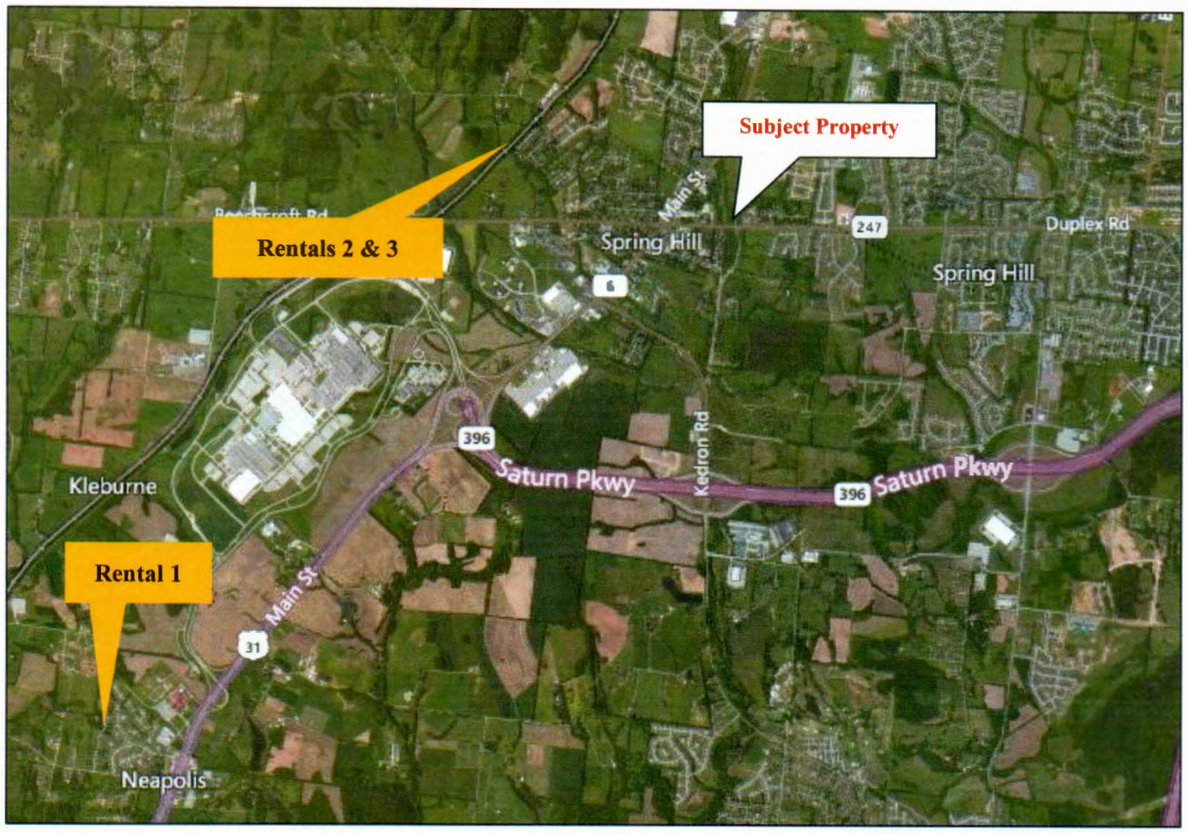
**Units of Comparison**

| | |
|---|---|
| **Rent per Unit** | $6,450 |
| **Rent per Square Foot** | $0.73 |

**Comments:** This duplex consists of a 1,468 SF, 1-story duplex located along the west side of Belle Drive, in Spring Hill, Maury County, TN. Construction features include wood framing and vinyl siding and a gable/hip roof with composition shingle cover. The two units contain 1 bedrooms, one full bath, one half-bath, a kitchen, and a living room. Other improvements include a16 SF, attached, concrete and brick front porch (stoop), a covered, 56 SF covered front port, and two (2), 80 SF, attached wood decks. Site improvements include gravel drives and a manicured lawn. Constructed in 1990, the improvements are considered to be in average physical condition. Existing rent is $525/month for one unit and $550/month for one unit. Verified by Deborah Hodge @ R&E Properties (931-626-8980).

# INCOME APPROACH – Cont'd.

## RENT COMPARABLES MAP




### SUMMARY OF COMPARABLE RENTALS

| Rent No. | Type | No. Units | Size - SF | Total SF | Rent/Month | Rent/SF |
|---|---|---|---|---|---|---|
| 1 | 2BR/2BA | 2 | 1,020 | 2,040 | $1,100.00 | $0.54 |
| 2 | 1BR/1BA | 2 | 734 | 1,468 | $1,075.00 | $0.73 |
| 3 | 1BR/1BA | 2 | 734 | 1,468 | $1,075.00 | $0.73 |
| | **Total/Avg.** | **6** | | **4,976** | **$3,250** | **$0.65** |

**Analysis**

The three rent comparables indicate a rent per unit range of $525/month to $550/month and a building per month range of $1,075/building to $1,100/building. The rent per square foot range reflected by the rent comparables range from $0.54/SF to $0.73/SF, with and average rent per square foot of $0.65. As previously discussed, the subjects, current rent in place is $650/unit, which equates to $0.54/SF and is similar to rent comparable 1.However, these leases were negotiated in 2010 & 2011 and may not reflect current market rent.

Rental 1 is located approximately 4 miles south of the subject in the Neapolis Community and is considered inferior in terms of location. Rentals 2 & 3 are located approximately 0.90 mile west of Columbia Pike in Spring Hill and border the CSX railroad. Rentals 2 and 3 are considered inferior to the subject in terms of location within Spring Hill. All of the comparables in this analysis were constructed between 1991 and 1994 of materials and workmanship similar to that of the subject. The ages of the comparables were considered similar to the subject, and no adjustments were necessary. The comparable duplex properties range in size from 1,468 SF to 2,040 SF, with mean and median indications of 1,659 SF and 1,468 SF, respectively. The subject duplex is 2,418 SF, which is outside the range produced by the comparables. Typically, an inverse relationship exists between size and unit price, however, when considered alone, this pattern is not strongly supported by our market data.

As a test for reasonableness, we also research four nearby townhome/apartment units currently offered for lease within the city limits of Spring Hill, Maury County. A supplemental townhome/apartment table is included on the following page.

# INCOME APPROACH – Cont'd.

**SPRING HILL APARTMENT / TOWNHOME QUOTED RENTAL RATES**

| Model | Bldg Type | Unit Type | Size/Unit | Yr Built | Quoted Rent/Mo | Quoted Rent/Mo/SF |
|---|---|---|---|---|---|---|
| Gables @ Wakefield | Townhouse | 2BR/2BA | 1,151 SF | 2006 | $1,125 | $0.98 |
| Chapman's Retreat | Townhouse | 2BR/2BA | 1,316 SF | 2006 | $1,125 | $0.86 |
| Worthington Glen | Apartment | 2BR/2BA | 1,117 SF | 2012 | $940 | $0.84 |
| Villages at Spring Hill | Apartment | 2BR/2BA | 843 SF | 1994 | $790 | $0.94 |
| **Total/Average** | | | **1,107 SF** | | **$995** | **$0.90** |

As shown above, the quoted rental rates of the two townhome units and 2 apartment range from $790/month to $1,125/month and a rent per month per square foot range of $0.84 to $0.98. The average unit size reflected by the comparables is 1,106 SF and the average rent is $995/month. The comparable rentals, constructed between 1994 and 2012, are superior to the subject in terms of age/condition. In terms of size, the subject is most similar to Rentals 1-3.

**Conclusion**
Therefore, with consideration given to all pertinent factors, including location, the feel the subject's contract rent of **$650/unit/month** is below market rates at this time. A more reasonable market rental rate of $750/unit/month, which equates to $0.62/SF, which is bracketed by the rental rates reflected by the comparable duplex rentals and the supplemental townhome/apartment rentals, is reflective of market and appears reasonable.

**Potential Gross Income**

Based on the preceding analysis, the subject's potential gross income is estimated as follows:

**POTENTIAL GROSS INCOME**

| Property | Size | | Mkt Rent | | Time | | PGI |
|---|---|---|---|---|---|---|---|
| Duplex | 2,418 | x | $0.62/SF | x | 12 Months | = | $18,000 |

**Vacancy and Credit Loss**
Periodic vacancy and credit loss is typically experienced at all income producing properties, and is considered by investors at the time of purchase. The subject is located in a historically and currently strong submarket and is 100% occupied by a two tenants. Therefore, a blended stabilized vacancy factor of 4% and a credit loss of 1%, for a total of **5%,** is considered appropriate for vacancy and credit loss of potential gross income.

**Operating Expenses**
The total expenses must be deducted from the estimated total revenues to arrive at the net operating income. The primary expenses that will be incurred at the subject property include property taxes, insurance, management fees, and repairs/maintenance A reserve fund will also be deducted, as investors for this type of property will deduct a reserve in consideration of funds that will be required for the periodic replacement of capital items. Historical operating expenses were not available.

**Property Taxes:** Based on the current tax appraisal of $112,900, the assessment ratio of 40%, the assessed value equals $45,160. Based on the current tax rate of $3.187 per $100 off assessment, this expense is projected to be **$1,439 or $719.50/unit.**

**Insurance:** The subject's current annual insurance expense was reported at $877 or $438.50/unit, which reportedly includes a low deductible of $1,000, which appears reasonable compared to similar properties in the area.

**Maintenance/Repairs:** This category includes grounds maintenance, cleaning supplies, refurbishing expenses, appliance repairs, roof repairs, rental equipment, contract labor, trash expenses, plumbing, interior painting, and electrical expenses, etc. The subject's annual maintenance and repair expense was reported to be approximately **$800 per year** or **$400/unit**, which appears reasonable and will be utilized.

**Management Fee:** In the Nashville MSA area, this expense item typically ranges from 2% to 5% of collected income depending on the size and type of property. Given the size and two-tenancy design of the subject building, a nominal management fee of **2%** of effective gross income, **or $296** will be deducted.

**Reserves**: A replacement reserve charge is included that covers the possibility of repairs to the roof, HVAC, plate glass, mechanical systems, and structure of the building. A per unit amount of $150 to $350 is typical in this area. We used an amount of **$200/unit or $400** for replacement reserves.

# INCOME APPROACH – Cont'd.

**Overall Capitalization Rate**

According to the 3rd *Quarter 2014 PwC Real Estate Investor Survey*, the range for overall capitalization rates for the southeast region apartment market is 4.00% to 7.250% with a mean of 5.55%. This mean is the same as compared to the previous quarter and reflects a decrease of 18 basis points as compared to the previous year. Another source of data used to determine overall capitalization rates is RealtyRates.com, which produces quarterly investor surveys. Overall capitalization rates reported in the 3rd Quarter 2014 Investor Survey apartments of all types ranged from 4.66% to 13.79%, with an average of 8.21%.

With emphasis placed on the available market data - which is supported by the published investor survey data - we believe an overall capitalization rate of **7.0%** is appropriate for the subject property.

Based on the previously estimated income and expenses, the subject's pro-forma operating statement is calculated as follows:

| | | | | |
|---|---|---|---|---|
| **Total Potential Gross Income** | 2,418 | $0.06 | $1,500 | $18,000 |
| Less: Vacancy & Collection Loss @ 5% | | | | 900 |
| **Effective Gross Income** | | | | **$17,100** |
| **Less: Operating Expenses** | | **$/SF** | **% EGI** | **Annual** |
| Property Taxes | | $0.60 | 8.40% | $1,439 |
| Insurance | | $0.36 | 5.10% | $877 |
| Repair & Maintenance | | $0.33 | 5.92% | $800 |
| Management | | $0.14 | 4.70% | $342 |
| Replacement Reserves | | $0.10 | 2.34% | 400 |
| **Total Operating Expenses** | | **$1.60** | **22.56%** | **$3,858** |
| **Net Operating Income** | | **$3.22** | **77.44%** | **$13,242** |
| Overall Capitalization Rate @ 7.00% | | | | 0.0700 |
| **Indicated Market Value** | | | | $189,171 |
| | | | **Rounded:** | **$190,000** |

# INCOME APPROACH – Cont'd.

**Test For Reasonableness**

The gross rental income of the subject duplex was previously estimated to be $18,000 and the indicated market value was previously estimated to be $190,000. To test this market value for reasonableness the Gross Rent Multiplier (GRM) was used as the basis of valuation. Gross Rent Multiplier (GRM) is defined as, *"the relationship or ratio between the sale price or value of a property and its periodic gross rental income."* (Page 91, *The Dictionary of Real Estate Appraisal*, 5th Edition, Appraisal Institute).

In the gross rent multiplier technique, the gross monthly rental income is multiplied by an appropriate gross rent multiplier to produce a value indication. The best method of selecting a gross rent multiplier is from market data. We were able to derive market gross rent multipliers from the five comparable sales and listing included in the Sales Comparison Approach. In addition, we included two recent duplex sales in Franklin, Williamson County, TN, which are identified below as Sales 5 & 6. These comparables produced the following indicated gross rent multipliers, and are shown as follows:

**Gross Rent Multiplier Summary**

| Sale | Sale Date | Year Built | GRM |
|---|---|---|---|
| 1 | 5/21/2012 | 1941 | 5.45 |
| 2 | 4/14/2011 | 1903 | 7.41 |
| 3 | 2/2/2012 | 1920 | 6.44 |
| 4 | 9/13/2013 | 1940 | 7.63 |
| 5 | 10/17/2014 | 1981 | 8.69 |
| 6 | 10/9/2012 | 1964 | 10.32 |
| List | N/a | 1927 | 7.95 |

The gross rent multipliers reflected by the comparable sales and listing and the two supplemental sales included above form a range from 5.45 to 10.32, with average and median indications of 7.70 and 7.63, respectively. These sales are considered similar to the subject, and this data provides a basis from which to estimate an appropriate gross rent multiplier to apply to the subject's gross monthly rental income.

The subject is located in a very active rental market and good location neighborhood, within close proximity to Columbia Pike. The improvements appear to have been well maintained and are in average physical condition based on their age. Based on the overall gross rent multipliers reflected by the most recent comparable sales, and taking into consideration the historically strong market conditions in the subject's neighborhood, we believe an appropriate gross rent multiplier should fall at the upper end of the range, or 10%.

**Indicated Value by Income Capitalization Approach**

| PGI | | GRM | | Indicated Value |
|---|---|---|---|---|
| $18,000 | X | 10.0 | = | $180,000 |

**Conclusion**

The value indication produced in the income capitalization approach of **$190,000** is supported by the $180,000 value derived by the gross rent multiplier technique and is therefore considered to be a reliable indication of market value.

**17. EXPLANATION and/or BREAKDOWN OF LAND VALUES:**

**(A) VALUATION OF LAND**

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LAND | 28,488 | S.F. | [X] | F.F. | [ ] | ACRE | [ ] | LOT | [ ] | @ $ | $6.00/SF | (Average) Per Unit $ 170,000 (r) |
| LAND | | S.F. | [ ] | F.F. | [ ] | ACRE | [ ] | LOT | [ ] | @ $ | | (Average) Per Unit $ |
| LAND | | S.F. | [ ] | F.F. | [ ] | ACRE | [ ] | LOT | [ ] | @ $ | | (Average) Per Unit $ |
| LAND | | S.F. | [ ] | F.F. | [ ] | ACRE | [ ] | LOT | [ ] | @ $ | | (Average) Per Unit $ |
| LAND | | S.F. | [ ] | F.F. | [ ] | ACRE | [ ] | LOT | [ ] | @ $ | | (Average) Per Unit $ |

REMARKS

**18. APPROACHES TO VALUE CONSIDERED**

(A) Indicated Value of [X] Entire Tract [ ] Part Affected from SALES COMPARISON APPROACH $ 340,000

(B) Indicated Value of [X] Entire Tract [ ] Part Affected from COST APPROACH $ 348,000

(C) Indicated Value of [X] Entire Tract [ ] Part Affected from INCOME APPROACH $ 190,000

**(D) RECONCILIATION:** (Which approaches were given most consideration) (Single-Point Conclusion Should be Reasonably Rounded)

The value indications from the Cost and Sales Comparison approaches form range from $340,000 to $348,000, reflecting a spread of 2.35%. The value indication from the Income Capitalization Approach is significantly lower than the other two approaches. This is due to the fact that the Income Approach utilizes the Direct Reversion. Given that the subject is located in an area that is in a state of transition, with redevelopment very likely at some point in the future, the existing income stream is not a truly reflective measure of the market value of the property. Consequently, the Income Capitalization Approach is given little emphasis in the final value conclusion. Since both the Sales Comparable Approach and Cost Approach include the current land value, which does reflect the redevelopment potential of the property at some point in the future, most emphasis was placed on the value conclusions from these two approaches. Therefore, the market value estimate for the subject improvements is estimated to be $345,000, which includes $175,000 allocated to improvements and $170,000 allocated to land value.

**19. FAIR MARKET VALUE** of [X] Entire Tract [ ] Part Affected..... $ 345,000

**(A) TOTAL AMOUNT DUE OWNER** if [ ] Entire Tract [X] Part Affected Acquired..... $ 196,000

**(B) AMOUNT ATTRIBUTABLE TO:** Land $ 170,000 Improvements $ 175,000

REMARKS

Improvement 1: $168,000

Improvement 2: $1,000

Improvement 3: $5,000

Improvement 4: $1,000

# PARTIAL ACQUISITION

20.

**VALUE OF ENTIRE TRACT** ..... $345,000

**AMOUNT DUE OWNER IF ONLY PART ACQUIRED (Detail breakdown)**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| A. | X | Land Acquired (Fee) | 3,249 | S.F. | X | | @ $6.00/SF | $19,494 |
| | | Land Acquired (Fee) | | S.F. | | Ac. | @ | |
| | | Drainage Esmt. | | S.F. | | Ac. | @ | |
| | | Slope Esmt. | 132 | S.F. | X | Ac. | @ $3.00 | $396 |
| | | Const. Esmt. | 990 | S.F. | X | Ac. | @ $1.80 | $1,782 |

B. Improvements Acquired (Indicate which improvements by showing structure numbers)

Improvements 1-4 — $175,000

C. Value of Part Acquired Land & Improvements (Sub-Total)..... 196,622

D. Total Damages (See Explanation, Breakdown and Support on Sheet 2A-9).

E. Sum of A, B and D: ..... 196,622

F. Benefits: (Explain and deduct from D. Amount must not exceed incidental damages).... $0

G. TOTAL AMOUNT DUE OWNER; if only part is Acquired..... 196,000 (r)

21. VALUE OF REMAINDER (See 2A-9 for Documentation of Remainder Value)

A. LAND REMAINDER

| | | | | | | AMOUNT PER UNIT BEFORE | AMOUNT PER UNIT AFTER | DAMAGES % | DAMAGES $ | REMAINING VALUE |
|---|---|---|---|---|---|---|---|---|---|---|
| Left | 25,239 | S.F. | X | Ac. | | $6.00 | $6.00 | 0% | 151,434 | $151,434 |
| | | S.F. | | Ac. | | | | | | |
| | | S.F. | | Ac. | | | | | | |
| Right | | S.F. | X | Ac. | | | | | | |
| | | S.F. | | Ac. | | | | | | |
| | | S.F. | | Ac. | | | | | | |

REMAINDER VALUE OF LAND..... $ 151,434
LESS AMOUNT PAID FOR EASEMENTS IN ITEM 20A..... $ 2,178
LESS COST TO CURE (Line 20-D)..... $
TOTAL REMAINDER VALUE OF LAND..... $ 149,256

B. IMPROVEMENTS REMAINDER

| | BEFORE VALUE | DAMAGES % | DAMAGES $ | REMAINING VALUE |
|---|---|---|---|---|
| Improvement No. | | | | |
| Improvement No. | | | | |
| Improvement No. | | | | |
| Improvement No. | | | | |
| Improvement No. | | | | |

REMAINDER VALUE OF IMPROVEMENTS..... 0
LESS COST TO CURE ITEMS..... 0
TOTAL REMAINDER VALUE OF LAND & IMPROVEMENTS..... $149,000 (r)

REMARKS: None.

State Project No. 60LPLM-F2-019 County MAURY Tract No. 31
Federal Project No. STP-M-(9) Name of Appraiser Ted A. Boozer, MAI

SUMMARY OF REMAINDER

APPRAISERS DESCRIPTION OF REMAINDER AND EXPLANATION OF DAMAGES OR BENEFITS

(Supplement to Items 20 and 21, Pages 2A-8)

A full narrative description of the remainder (s) must be given on all partial acquisitions. The after value estimates, both land and improvements shall be documented and supported by one or more of the applicable approaches to value.

**23. HIGHEST AND BEST USE AFTER ACQUISITION:**

The highest and best use of the left remainder, which consists of 25,239 SF (0.579 acres), will remain unchanged after the acquisition.

**24. DESCRIBE REMAINDER (S):**

Upon completion of the project, Duplex Road will include a ±9'-wide asphalt, multi-purpose walking path located along the northern R.O.W of Duplex Road. In addition, a ±5'-wide concrete sidewalk will be located along the southern R.O.W. of Duplex Road. In the "after situation" Duplex Road will be curbed and guttered along the subject's frontage. Erosion control measures (fill slope) will be in place within the slope easement area. Duplex Road will consist of three lanes, including two (2), travel lanes (east & west) and one (1) center turning lane.

According the Plans and R.O.W. Acquisition Table provided by the Tennessee Department of Transportation, there will be a remainder area to the left of the center line containing 25,239 SF. The remainder will change slightly in terms of size from the "before situation" by the fee acquisition, which includes a rectangular-shaped, 0.031 acre (3,249 SF) area along the northern proposed R.O.W. Based on the 990 SF T.C.E and 132 SF slope easement area, the remainder area to the right of the centerline will have the same basic characteristics before and after acquisition. Prior to the project, the subject was "L"-shaped, and will remain "L"-shaped based on the relatively small acquisition area. The topography of the tract will remain unchanged from the "before situation"; however, a small fill slope will exist outside of the proposed R.O.W. The slope easement consists of a fill slope on a 4:1 grade. Frontage in the "after situation" will remain basically unchanged. In the "before situation", there are two gravel drives providing access. In the "after situation", at the request of the owner, access will be provided by one (1), centrally located curb cut. The subject will benefit directly from these improvements, offsetting any incidental damages to the remainder. Consequently, the land market value of the remainder after the acquisition is unchanged from the before situation.

The main difference between the remainder and the property before the acquisition is the existing improvements will be removed.

**Fee Acquisition:** The 3,249 SF fee acquisition is valued at 100% of fee value, or $6.00/SF.

**Slope Easement:** This acquisition includes one fill slope easement area totaling 132 SF of land area. The slope easement area consists of an irregular-shaped strip of land outside the existing and proposed ROW of Duplex Rd. The slope easement will consist of cut slope on a 4:1 grade in the "after situation" and should be reasonably easy to maintain by the property owner. The slope easement area can also still be used to meet setback requirements, lot coverage ratios, etc. Consequently, this acquisition is valued at 50% of fee value or $3.00/SF ($6.00/SF x 50%).

**Temporary Construction Easement:** The T.C.E contains 990 SF. The irregular rectangle-shaped T.C.E. is 8'-12' wide and extends the entire length of the subject's southern border area and is adjacent to and north of the slope easement and proposed R.O.W, which parallel the north side of Duplex Road. A construction easement will be utilized for the placement of traffic control, temporary runaround, erosion control and work zone. An annual rental rate of 10% of fee value for the three year anticipated time frame (30%) is considered to be reasonable. Calculated as follows: $6.00/SF x 30% = $1.80 per SF for the TCE.

| | | |
|---|---|---|
| **25. Amount of DAMAGE This Page To--2A-8, Item 20-D** | | $0 |
| **(A) Amount of BENEFITS This Page To--2A-8, Item 20-F** | | $0 |

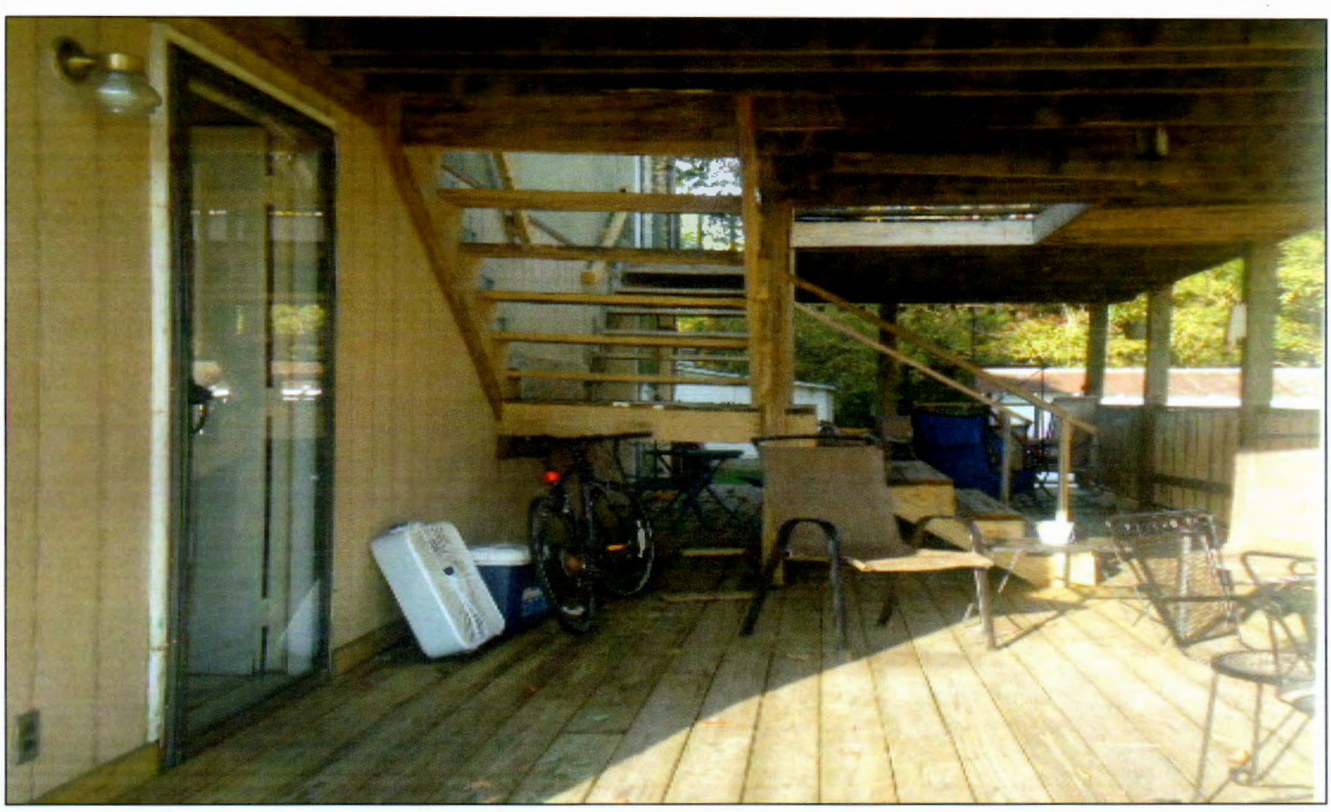
| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 60LPLM-F2-019 | County | MAURY | Tract No. | 31 |
| Federal Project No. | STP-M-(9) | Name of Appraiser | Ted A. Boozer, MAI | | |

# PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.

View of Covered Front Porch



View of Rear Deck

# PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.

Westerly View of ROW, Slope & TCE Acquisition Areas

Easterly View of ROW, Slope & TCE Acquisition Areas

# PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.

Northerly View of Western Border & Gravel Drive; Note: TCE Marker in Right Background

Northerly View of Eastern Border & Gravel Drive

# PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.

View of Acquisition Areas Within The Western Portion of Site

View of Northern (Rear) Portion of Subject Site

# PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.

UNIT 2531 (1st Level): Living Room

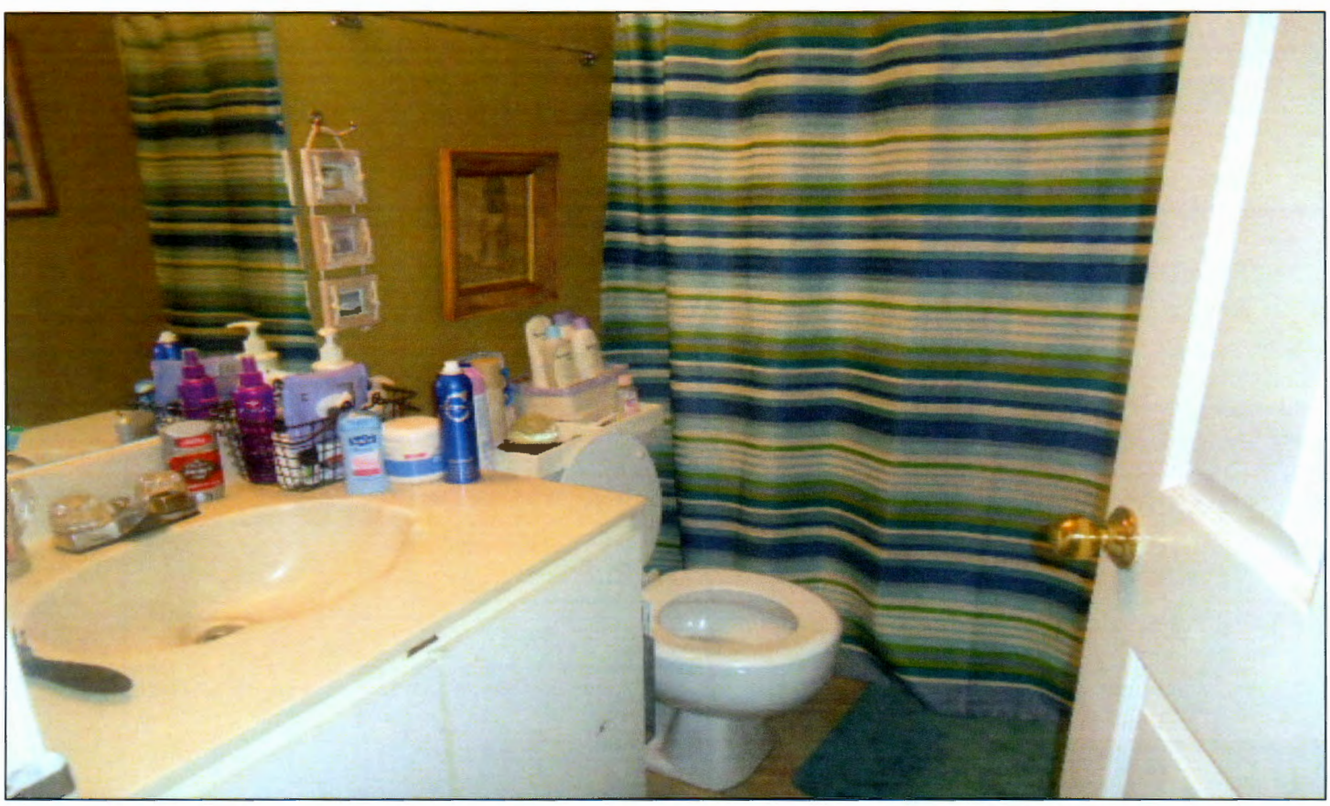
UNIT 2531 (1st Level): Kitchen

# PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.

UNIT 2531 (1st Level): Bedroom



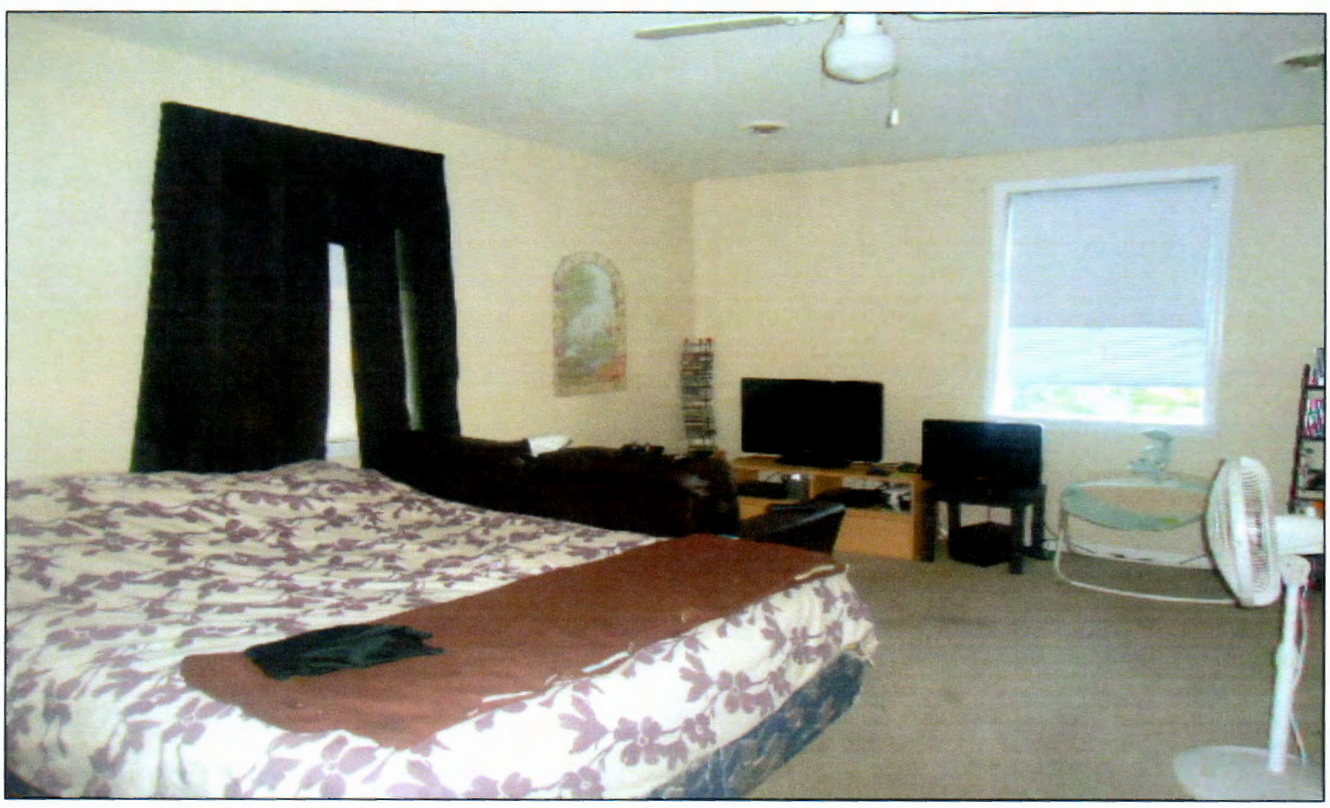
UNIT 2531 (1st Level): Bath

# PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.

UNIT 2531: Stairway to 2nd Level



Unit 2531 (2nd Level): Bedroom

# PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.

Unit 2531 (2nd Level): Bath

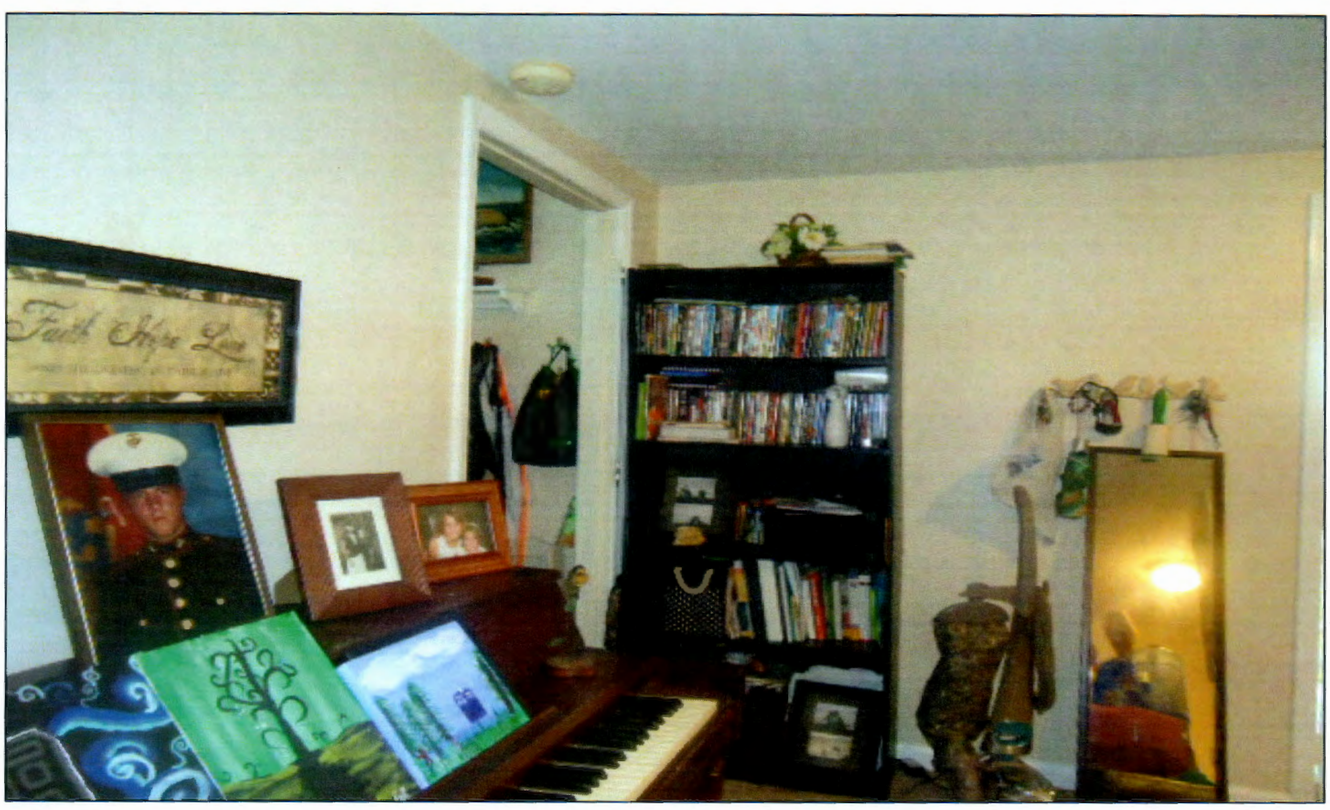
Unit 2533 (1st Level): Living Room

# PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.

Unit 2533 (1st Level): Kitchen



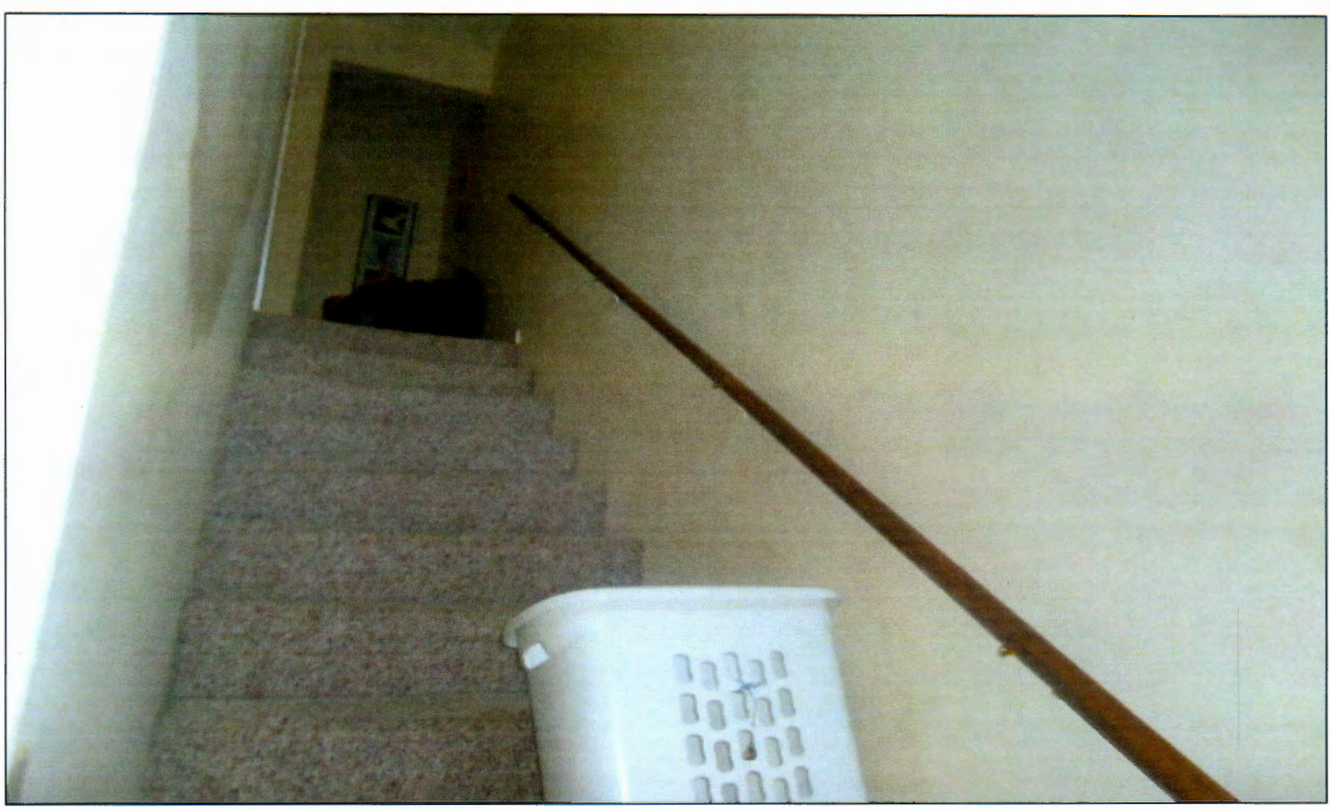

Unit 2533 (1st Level): Living Room

# PHOTOGRAPHS

26.

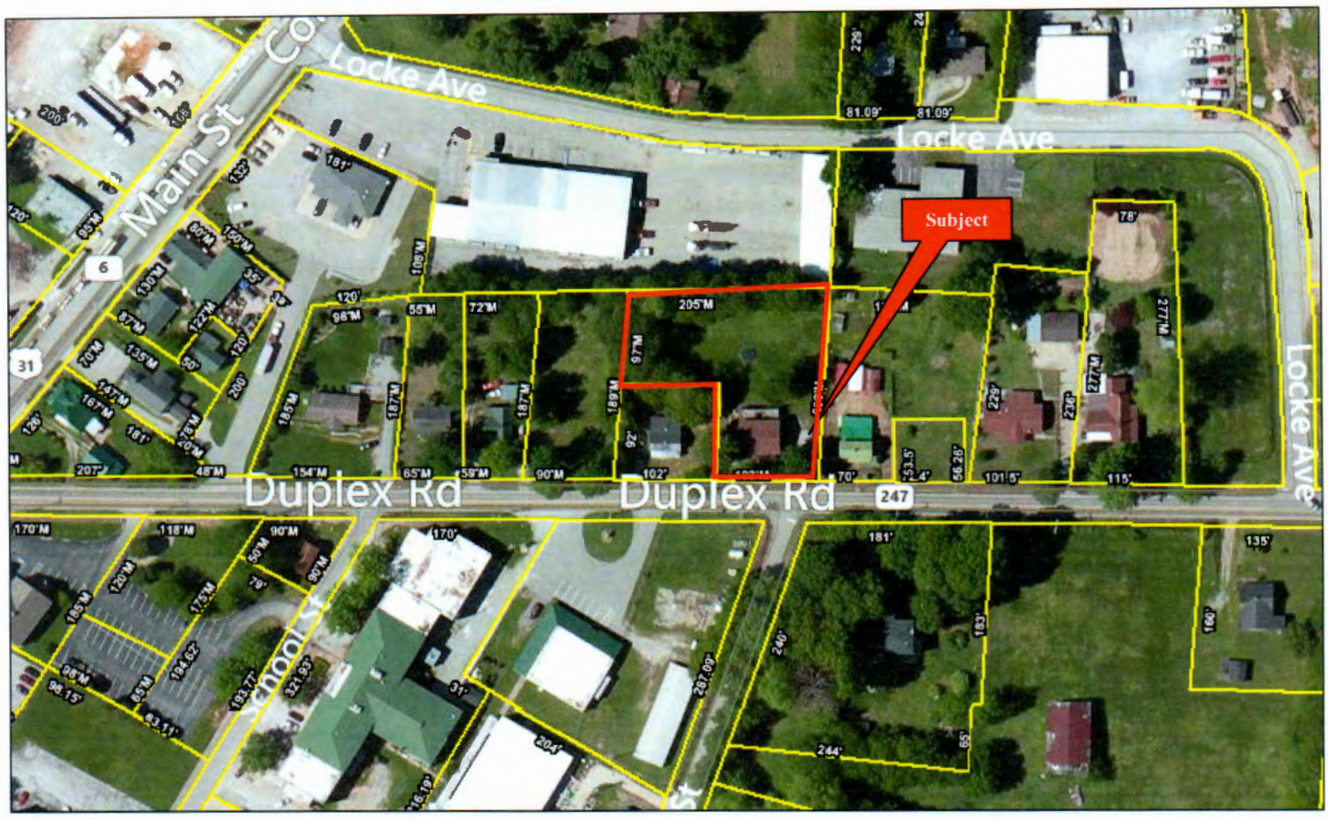
An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.

Unit 2533 (1st Level): Bath



Unit 2533: Stairway to 2nd Level

# AERIAL PHOTOGRAPH



# SKETCH PAGE

SUBJECT

Case No SR 247 Duplex Road — File No Tract 31 Vaughn

Property Address 5531-5533 Duplex Road

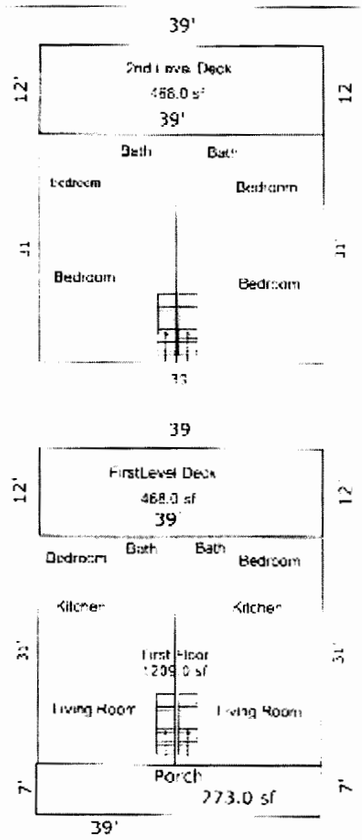
City Spring Hill — State TN — Zip 37174

Borrower

Lender/Client City Of Spring Hill

Appraiser Name Boozer

IMPROVEMENTS SKETCH




Comments

Scale 1" = 20'

AREA CALCULATIONS

## AREA CALCULATIONS SUMMARY

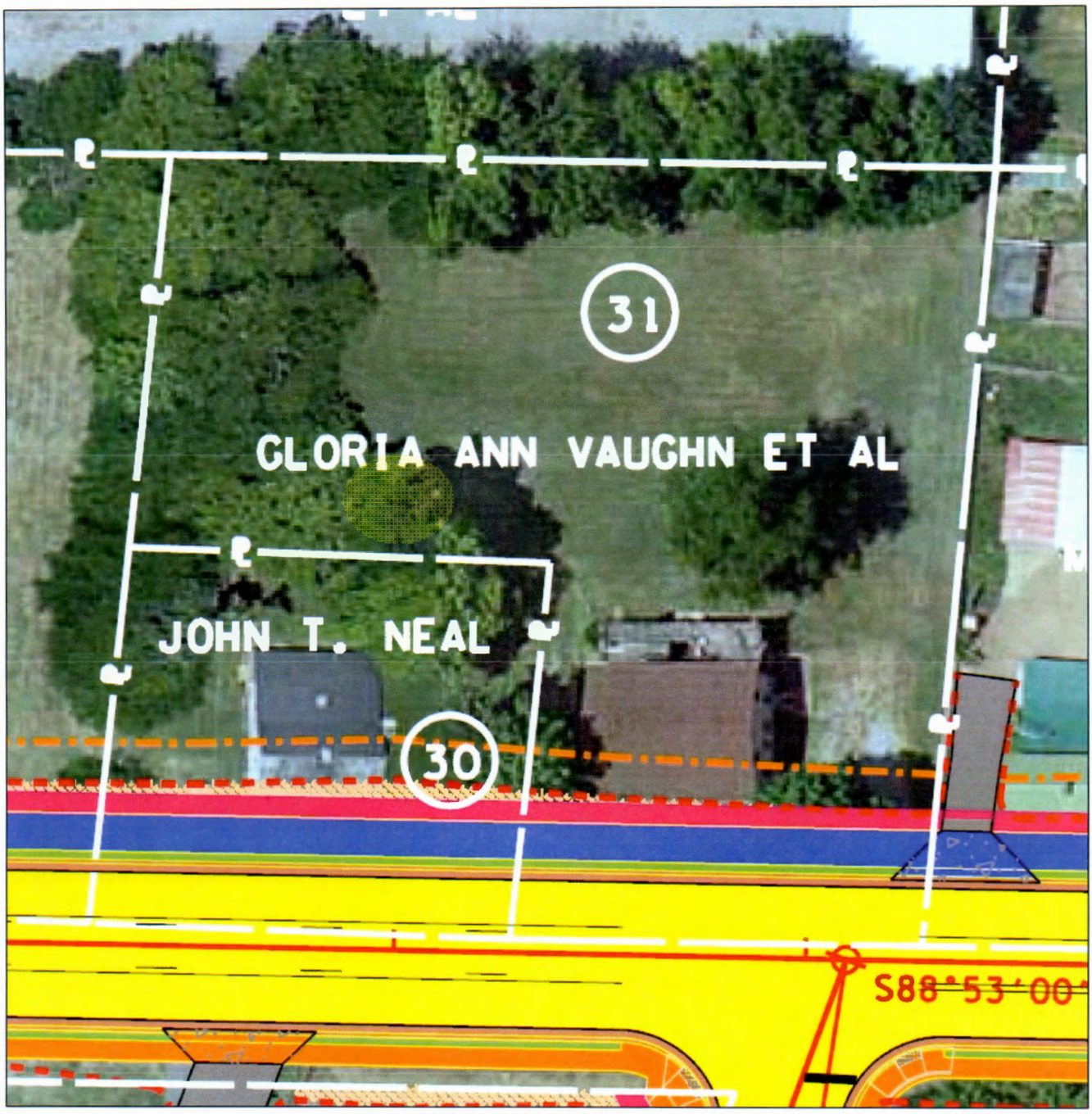
| Code | Description | Net Size | Net Totals |
|---|---|---|---|
| GLA1 | First Floor | 1209.00 | |
| | Second Floor | 1209.00 | 2418.00 |
| P/D | 2nd Level Deck | 468.00 | |
| | 1st Level Deck | 468.00 | |
| | Porch | 273.00 | 1209.00 |

## LIVING AREA BREAKDOWN

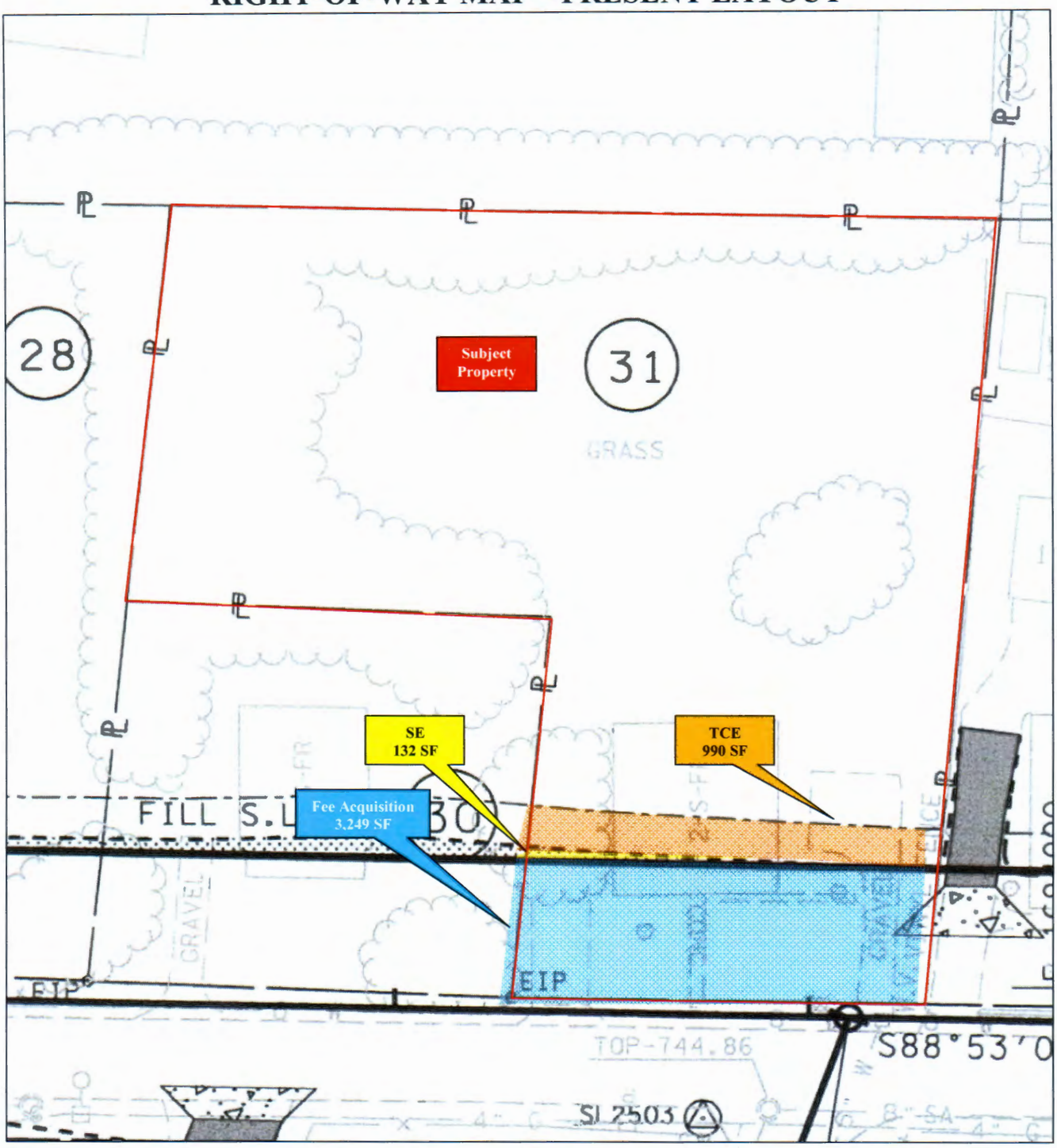
| Breakdown | | | Subtotals |
|---|---|---|---|
| First Floor | | | |
| 31.0 | x | 39.0 | 1209.00 |
| Second Floor | | | |
| 31.0 | x | 39.0 | 1209.00 |

Net LIVABLE Area (rounded) 2418 2 Items (rounded) 2418

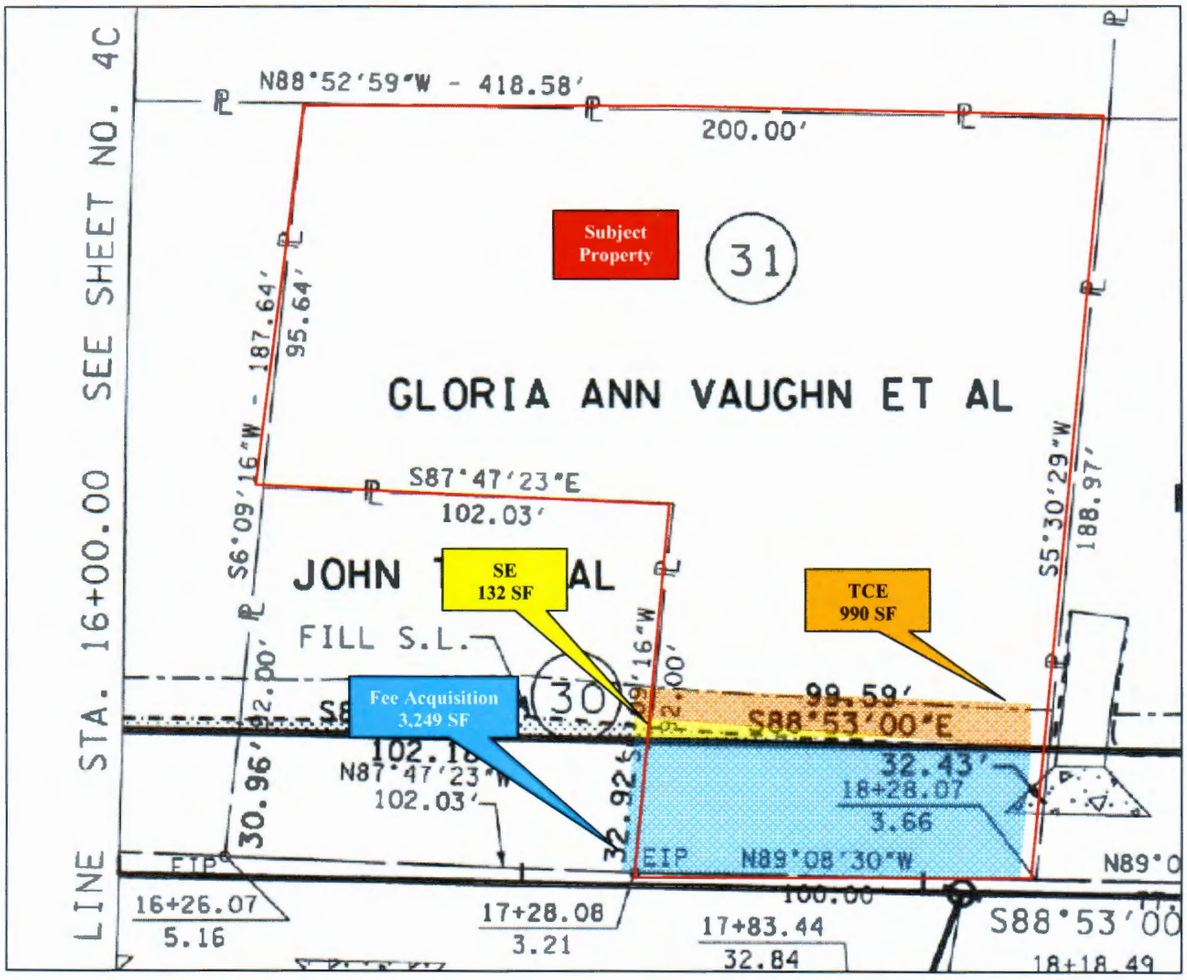
# ENGINEER OVERLAY MAP



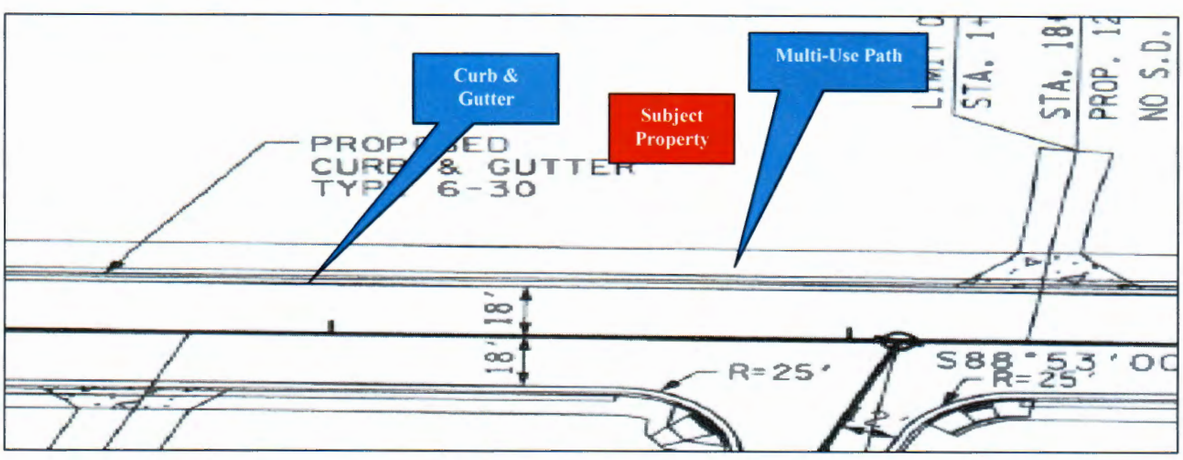
# RIGHT-OF-WAY MAP – PRESENT LAYOUT



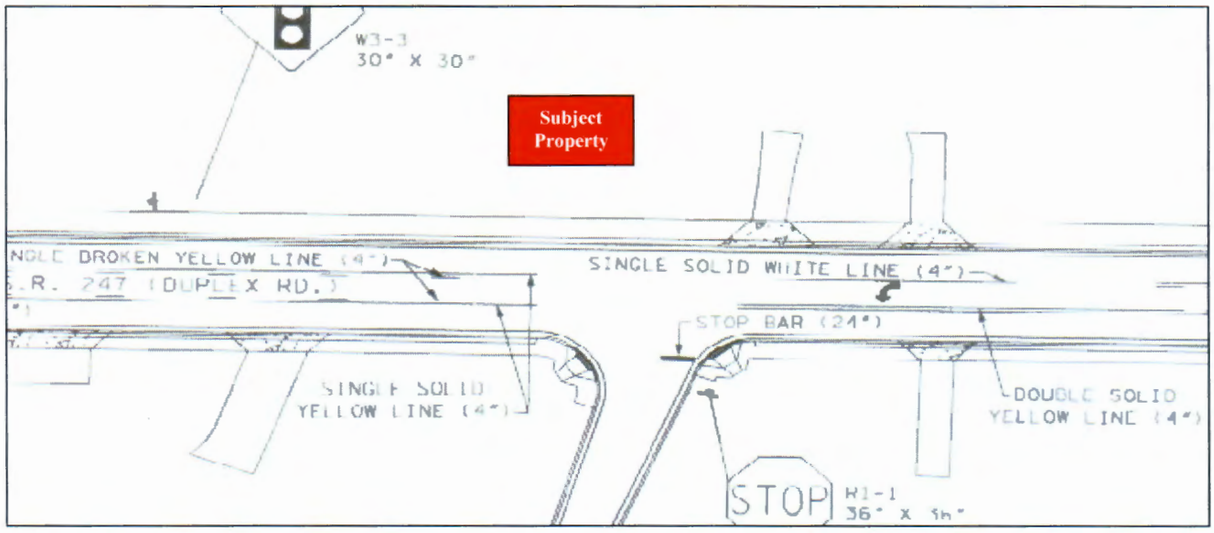
## RIGHT-OF-WAY MAP – ROW LAYOUT




## RIGHT-OF-WAY MAP – PROPOSED LAYOUT



# SIGNING & PAVEMENT MARKINGS



## PURPOSE OF APPRAISAL

The purpose of the appraisal is to estimate the amount due the property owner as a result of acquisition of all, or a portion of, the property for a proposed intersection improvement right-of-way project. The value estimate in this report is based on market value. See "Definition of Market Value" below.

## DEFINITION OF MARKET VALUE

All estimates of value prepared for agency acquisitions shall be based on "market value" –as defined and set forth in the *Tennessee Pattern Jury Instructions* 2nd Edition to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied".

## PROPERTY RIGHTS APPRAISED

Basic underlying property rights considered herein are those of a 100% ownership position in Fee Simple, defined as: "absolute ownership, unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat." *The Appraisal of Real Estate, 14th ed. Chicago, IL.*

The proposed acquisition consists of a fee acquisition and/or easement rights for the proposed intersections improvement project. The easement rights, if any, consist of the acquisition of less than fee simple title and in these cases the extent of the property rights conveyed have been considered in arriving at the estimate of value.

Any and all liens have been disregarded. The property is assumed to be free and clear of all encumbrances except easements or other restrictions as noted on the title report or during physical inspection of the property and mentioned in this report.

## INTENDED USE

The intended use of this appraisal is to assist the City of Spring Hill, Tennessee in Right-of-Way acquisition or disposition.

## INTENDED USER

The intended user of this report is the City of Spring Hill, Tennessee.

NOTE: If this appraisal is limited to the area affected by the acquisition for the proposed project and consists of only a part of the whole property, the value for the portion appraised cannot be used to estimate the value of the whole by mathematical extension.

Plans for the proposed construction, including cross sections of cuts and fills for the subject property, have been considered in arriving at the estimates of market value.

## ATTACHMENTS

Sales information and/or other pertinent information, which is part of this appraisal report and referenced in the text of this appraisal, can be found:

X attached at the end of this report.

X in a related market data brochure prepared for this project and which becomes a part of this report.

## SIGNIFICANT OBSERVATIONS AND LIMITING CONDITIONS

This appraisal is based on information provided by the property owner, public officials, property managers, real estate professionals, and other reliable sources, and is believed to be accurate. There were no extraordinary assumptions implemented in deriving a market value estimate as part of this appraisal.

It is important to note, due to the southern portion of the existing structure's location within the acquisition areas; plans include removal of the structure from the subject site and the relocation of the existing tenants.

## EXPOSURE TIME

It is understood that in order for the subject property to achieve the market value estimated herein, an exposure time of 4 months or less is required assuming competent marketing efforts.

## SCOPE OF WORK

The City of Spring Hill has requested an appraisal to estimate the market value of the property described herein for the purpose of acquisition or disposition. In accordance with the client's request, appropriate/required inspections and investigations have been conducted to gain familiarity with the subject of this report and the market in which it would compete if offered for sale.

Reliable data-subscription services have been utilized as the primary search tool for transfers of vacant land as well as improved properties. Deeds have been read and interviews with property owners and project-area real estate professionals conducted to the extent necessary to gain clarity and market perspective sufficient to develop credible opinions of use and value. Where construction costs are an integral part of the valuation pursuit, national cost services have been employed, but supplemented by local suppliers and contractors where necessary.

Applicable and customary approaches to value have been considered. Each of the traditional approaches to value has been processed or an explanation provided for the absence of one or more in the valuation of the subject property. For acquisition appraisals, furnished Right-of-Way plans have been utilized to visualize the property in an after-state where there is a remainder. Damages and/or special benefits have been considered for all remainders. As well, for acquisition appraisals, a "Formal" appraisal includes all real property aspects of the "Larger Parcel" as defined in this report or the tract as shown on the right-of-way plans, in the acquisition table, or extant on the ground at the time of inspection or date of possession. A "Formal Part-Affected" appraisal generally constitutes something less than a consideration of the entire tract, but in no way eliminates appropriate analyses, or diminishes the amount due owner had a "Formal" appraisal been conducted.

Acquisition appraisals are conducted in accordance with Tennessee's State Rule which asserts that the part acquired must be paid for and that special benefits can only offset damages.

## ASSUMPTIONS, EXTRAORDINARY ASSUMPTIONS, HYPOTHETICAL CONDITIONS, AND LIMITING CONDITIONS

This appraisal report has been made with the following assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions:

(1) The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

(2) Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purposes by any person other than the party to whom it is addressed without the written consent of the appraiser and in any event, only with proper written qualification and only in its entirety.

(3) The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

(4) Neither all nor any part of the contents of this report (*especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected)* shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

(5) The value estimate is based on building sizes calculated by the appraiser from exterior dimensions taken during the inspection of the subject property. Land areas are based on the Acquisition Table unless otherwise noted in this report.

(6) No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

(7) The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

(8) Responsible ownership and competent property managements are assumed.

(9) The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

10) All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

11) It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

## ASSUMPTIONS, EXTRAORDINARY ASSUMPTIONS, HYPOTHETICAL CONDITIONS, AND LIMITING CONDITIONS (continued)

(12) It is assumed that there is full compliance with all-applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

(13) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

(14) It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

(15) It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

(16) Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, area-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no additional materials on the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them or the costs involved to remove them. The appraiser reserves the right to revise the final value estimate if such substances are found on or in the property.

(17) The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, this fact could affect the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the ADA in estimating the value of the subject property.

(18) The public improvement project or its anticipation cannot be considered in the "before" value estimate; however, when there is a "remainder", the public improvement project must be considered as to its influence on said remainder(CFR, Title 49, Subtitle A, Part 24, Subpart B, Sec. 24.103(b). Source: FAQ 213

(19) This appraisal contains a hypothetical condition that the subject roadway project will be constructed according to plans and cross sections referenced in this report. The use of this hypothetical condition might have affected the assignment results.

(20) Applicable to Formal Part-Affected type of appraisal – when all the land area and/or all improvements are not appraised this is considered a hypothetical condition. The use of this hypothetical condition might have affected assignment results.

# CERTIFICATE OF APPRAISER

I certify that to the best of my knowledge and belief:

(1) The statements of fact contained in this appraisal are true and correct.

(2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

(3) I have no (or the specified) present or prospective interest in the property that is the subject of this report, and no (or the specified) personal interest with respect to the parties involved.

(4) That I have performed no (or the specified) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

(5) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

(6) My engagement in this assignment was not contingent upon developing or reporting predetermined results.

(7) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors that cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

(8) My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*, *Uniform Act*, and TDOT *Guidelines for Appraisers.*

(9) I have made a personal inspection of the property that is the subject of this report. (If more than one person signs the certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property). I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were represented by the photographs contained in said appraisal and/or market data brochure.

(10) John B. Cox, State of Tennessee Certified General Real Estate Appraiser, provided significant real property appraisal assistance to the person signing this certification.

(11) That I understand that said appraisal is to be used in connection with the acquisition of right-of-way for a highway to be constructed by
the State of Tennessee with [x] without [ ], the assistance of Federal-aid highway funds, or other Federal funds.

(12) That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State.

(13) That any increase or decrease in the fair market value of real property prior to the date of valuation caused by the public improvement for which said property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.

(14) That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the City of Spring Hill or officials of the TDOT or the Federal Highway Administration and I will not do so until so authorized by State officials, or until I am released from this obligation by having publicly testified to such findings.

(15) THAT the OWNER (Name) Ms. Gloria Anne Vaughn were contacted on (Date) 7/8/2014 & 10/1/2014

[ ] In Person [ ] By Phone [X] *By Mail, and was given an opportunity for he or his designated representative

(Name) Mr. Clinton Gilbreath to accompany the appraiser during his or her inspection of the subject property.

The owner or his representative Declined [ ] Accepted [X] to accompany appraiser on (Date) 11/1/2014

**If by mail attach copy to 2A-12*

Date(s) of inspection of subject 11/1/2014 &12/1/2014

Date(s) of inspection of comparable sales 12/1/2014

(16) That the centerline and/or right-of-way limits were staked sufficiently for proper identification on this tract.

(17) That the roadway cross sections were furnished to me and/or made available and have been used in the preparation of this appraisal.

(18) That my (our) opinion of the fair market value of the acquisition as of the 1st day of November, 2014

is $196,000 Based upon my independent appraisal and the exercise of my professional judgment.

Appraiser's Signature _____ Date of Report 2/2/2015

State of Tennessee Certified General Real Estate Appraiser License Number CG-973

| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 60LPLM-F2-019 | County | MAURY | Tract No. | 31 |
| Federal Project No. | STP-M-(9) | Name of Appraiser | Ted A. Boozer, MAI | | |

R.O.W. Form 2C-2
REV. 2/92
DT-1299



# RESIDENTIAL AND RURAL
## MARKET DATA

Address or General Location: 1829 Dimple Court, Columbia, Maury County, Tennessee

Directions to Property: From Columbia take Highway 31 South; right on W. 17th Avenue; Left on Dimple Court to property on the Left.

Tax Map and Parcel No. 100M/B/001.01 Book 1220 Page 683 Property Rights Fee simple

Grantor Patricia H. West Grantee Randall J. Leifheit, Etux

Date of Sale 5/21/2012 Verified Consideration $65,500 Verified Seller's Agent

Financing: Type N/a Interest Rate N/a Terms N/a

MOTIVATION OF SALE Typical

Land: Dimensions 75.0' x 149.40' Sq. Ft. 11,205 Acres 0.26

Zoning R-6 Highest and Best Use: Medium to High Residential

OFF SITE IMPROVEMENTS: Paved Street [X] Gravel Road [ ] Sidewalk [ ] Curb [X] Gutters [X]

UTILITIES AVAILABLE: Water [X] Electric [X] Telephone [X] Gas [X] Sewers [X] Septic System [ ]

Structure No. 1 No. Stories 2 Function Duplex Construction Wood Frame

Quality Average Condition Average Roof Gable/Comp. Shingle Age: Actual 25 Effective 25

Plumbing X Electrical X Heating System Electric Air Cond. Central

Fireplace ____ Insulation: Floors X Walls X Ceiling X None ____

No. Rooms 12 Bedrooms 4 Baths 4 Kitchen, Built-ins X

Area Above Grade: 1st Floor 1,048 SF 2nd Floor 1,048 SF 3rd Floor ____ Total 2,096

Basement- Fin. Area ____ Unfin. Area ____ Floors/Walls ____ Attic: Fin. ____ Unfin. ____

Garage: Area ____ Carport ____ Attach. ____ Detach. ____ Built-in ____ Fin. ____ Unfin. ____

Porches/Patios/Decks: (Description & Dimensions) Wood front porch with wood rails and concrete stoop measures 6' x10'; Wood rear Deck with wood rails/stairs measures 10' x 26'

OTHER IMPROVEMENTS

| | Function | Construction | Condition | Contributing Value |
|---|---|---|---|---|
| (A) | | | | |

COMMENTS:

This is the sale of a 2,096 SF, 2-story duplex located along the east side of Dimple Court, in Columbia, Maury County, TN. Construction features include wood framing and siding and a gable/hip roof with composition shingle cover. The structure includes an attached front porch and rear wood decks. The two units contain 2 bedrooms, one full bath, one half-bath, a kitchen and a living room. Other improvements include a gravel drive and manicured lawn. Constructed in 1989, the improvements are considered to be in average physical condition. Existing rent is $500/month for each unit. The property was listed for $67,000 and sold for $65,500 on May 21, 2012.Verified by Ms. Tammy Bauman @ United Country-Columbia Realty (931-698-8418). According to Seller's Agent, the transaction was considered typical with no unusual conditions of sale.

VERIFIED Sale Price ..... $ 65,500

(1) Adj. for Property Rights Conveyed ..... $ ____

(2) Adj. for Financing Terms ..... $ ____

(3) Adj. for Conditions of Sale ..... $ ____

CASH EQUIVALENT Sales Price of Comparable Sale ..... $ 65,500

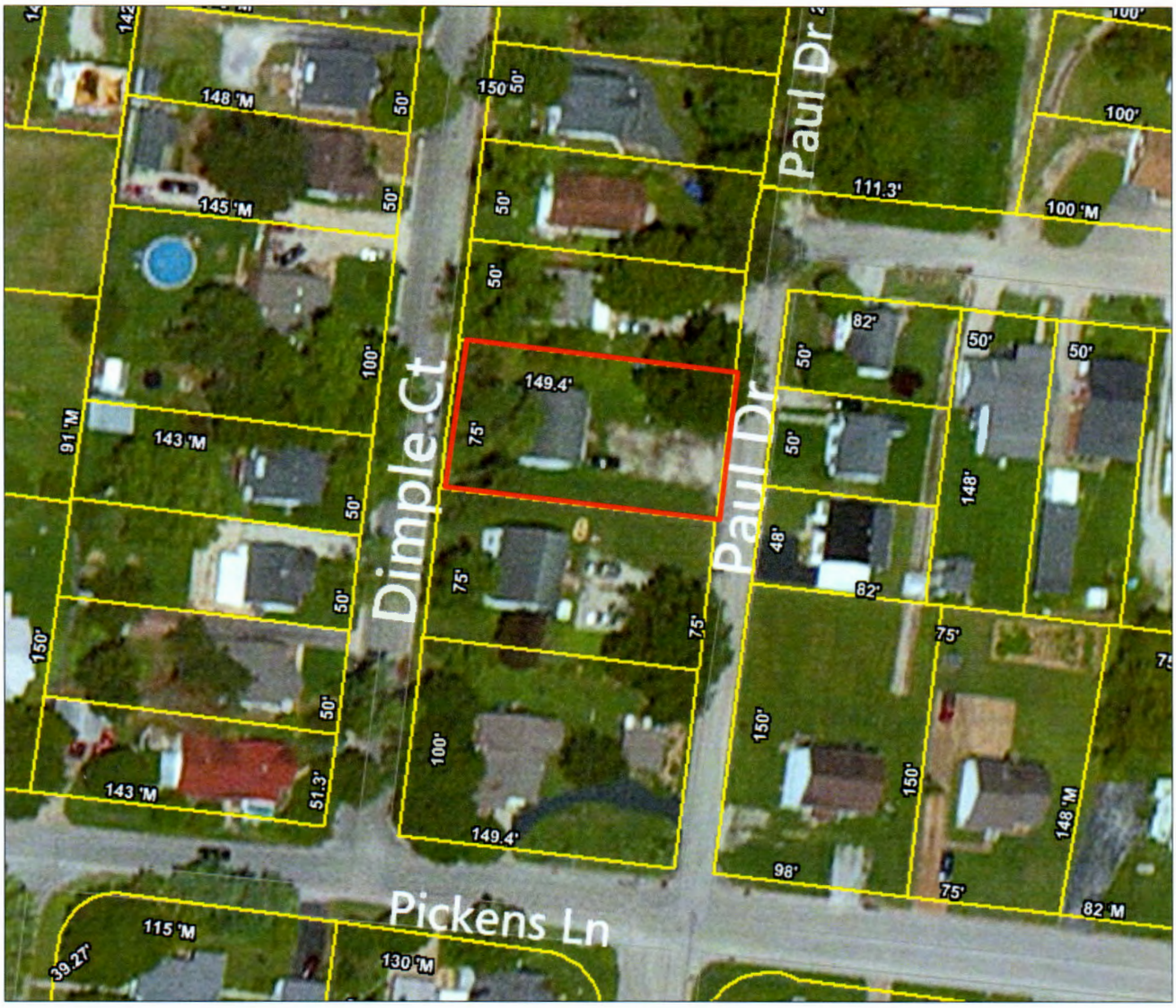
Sales Amount Attributable to Land $ 15,000 Sales Amount Attributable to Improvements $ 50,500

Adjusted Unit of Comparison of Building to Include Land: $31.25 Per Square Foot

State Project No. 94092-1224-14 County WILLIAMSON Sale No. DS1

Federal Project No. STP/HPP-247(10) Name of Appraiser Ted A. Boozer, MAI

## AERIAL PHOTOGRAPH




## PHOTOGRAPH

| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 94092-1224-14 | County | WILLIAMSON | Sale No. | DS1 |
| Federal Project No. | STP/HPP-247(10) | Name of Appraiser | Ted A. Boozer, MAI | | |

R.O.W. Form 2C-2
REV. 2/92
DT-1299



# RESIDENTIAL AND RURAL
## MARKET DATA

Address or General Location: 519 Woods Drive, Columbia, Maury County, Tennessee

Directions to Property: Hwy 43S; right on Pleasant Dr.; Left on Evergreen Dr.; Right on Woods Dr.; property on the right.

Tax Map and Parcel No. 100H/D/10.00 Book 1220 Page 683 Property Rights Fee simple

Grantor Richard Harris, Etux Grantee Joseph M. Thomas, Etux

Date of Sale 4/14/2011 Verified Consideration $100,000 Verified Seller's Agent

Financing: Type N/a Interest Rate N/a Terms N/a

MOTIVATION OF SALE Typical

Land: Dimensions 114' x 155.83' x 105.24' x 163.71' Sq. Ft. 18,925 Acres 0.42

Zoning R-10 Highest and Best Use: Low Density Residential

OFF SITE IMPROVEMENTS: Paved Street [X] Gravel Road [ ] Sidewalk [ ] Curb [X] Gutters [X]

UTILITIES AVAILABLE: Water [X] Electric [X] Telephone [X] Gas [X] Sewers [X] Septic System [ ]

Structure No. 1 No. Stories 2 Function Duplex Construction Wood Frame

Quality Average Condition Average Roof Gable/Comp. Shingle Age: Actual 29 Effective 25

Plumbing X Electrical X Heating System Electric Air Cond. Central

Fireplace ____ Insulation: Floors X Walls X Ceiling X None ____

No. Rooms 12 Bedrooms 4 Baths 4 Kitchen, Built-ins X

Area Above Grade: 1st Floor 1025 SF 2nd Floor 1,025 SF 3rd Floor ____ Total 2,050

Basement- Fin. Area ____ Unfin. Area ____ Floors/Walls ____ Attic: Fin. ____ Unfin. ____

Garage: Area ____ Carport ____ Attach. ____ Detach. ____ Built-in ____ Fin. ____ Unfin. ____

Porches/Patios/Decks: (Description & Dimensions) 4' x 6' concrete stoop with metal railing; two (2) wood rear decks measuring 8' x 12' each.

OTHER IMPROVEMENTS

| | Function | Construction | Condition | Contributing Value |
|---|---|---|---|---|
| (A) | | | | |

COMMENTS:

This is the sale of a 2,050 SF, 2-story duplex located along the south side of Woods Drive, in Columbia, Maury County, TN. Construction features include wood framing and brick exterior and a gable/hip roof with composition shingle cover. The two units contain 2 bedrooms, one full bath, one ½-bath, a kitchen and a living room. Other improvements include a gravel drive and manicured lawn. Constructed in 1985, the roof, carpet and HVAC units were replaced in 2009. The improvements are considered to be in average/good condition. Existing rent is $575/month for the one unit and $550/month for one unit. The property was listed for $129,000 for ±1.2 years and sold for $100,000 on April 14, 2011.Verified by Mr. Ronnie Hines with Keller Williams Realty (931-797-3773). According to Seller's Agent, the transaction was considered typical with no unusual conditions of sale.

VERIFIED Sale Price ..... $ 100,000

(1) Adj. for Property Rights Conveyed ..... $ ____

(2) Adj. for Financing Terms ..... $ ____

(3) Adj. for Conditions of Sale ..... $ ____

CASH EQUIVALENT Sales Price of Comparable Sale ..... $ 100,000

Sales Amount Attributable to Land $ 22,000 Sales Amount Attributable to Improvements $ 78,000

Adjusted Unit of Comparison of Building to Include Land: $48.78 Per Square Foot

State Project No. 94092-1224-14 County WILLIAMSON Sale No. DS2

Federal Project No. STP/HPP-247(10) Name of Appraiser Ted A. Boozer, MAI

## AERIAL PHOTOGRAPH

## PHOTOGRAPH

| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 94092-1224-14 | County | WILLIAMSON | Sale No. | DS2 |
| Federal Project No. | STP/HPP-247(10) | Name of Appraiser | Ted A. Boozer, MAI | | |

# RESIDENTIAL AND RURAL
## MARKET DATA

Address or General Location: 1109 E. End Street, Columbia, Maury County, Tennessee

Directions to Property: From Carmack Blvd (US 31); east on 9th Street; south on Mapleash Ave.; South on E. End Avenue to property on the left

Tax Map and Parcel No. 99G/D/49.04 Book 2180 Page 3 Property Rights Fee simple

Grantor T. Brian Lowry Grantee David Liles, Etux

Date of Sale 2/02/2012 Verified Consideration $85,000 Verified Seller's Agent

Financing: Type N/a Interest Rate N/a Terms N/a

MOTIVATION OF SALE Typical

Land: Dimensions 50' x 120' Sq. Ft. 6,000 Acres 0.138

Zoning R-6 Highest and Best Use: Medium to High Residential

OFF SITE IMPROVEMENTS: Paved Street [X] Gravel Road [ ] Sidewalk [X] Curb [X] Gutters [X]

UTILITIES AVAILABLE: Water [X] Electric [X] Telephone [X] Gas [X] Sewers [X] Septic System [ ]

Structure No. 1 No. Stories 2 Function Duplex Construction Wood Frame

Quality Average Condition Average Roof Gable/Comp. Shingle Age: Actual 20 Effective 18

Plumbing X Electrical X Heating System Electric Air Cond. Central

Fireplace ____ Insulation: Floors X Walls X Ceiling X None ____

No. Rooms 10 Bedrooms 4 Baths 2 Kitchen, Built-ins X

Area Above Grade: 1st Floor 952 SF 2nd Floor 952 SF 3rd Floor ____ Total 1,904

Basement- Fin. Area ____ Unfin. Area ____ Floors/Walls ____ Attic: Fin. ____ Unfin. ____

Garage: Area ____ Carport ____ Attach. ____ Detach. ____ Built-in ____ Fin. ____ Unfin. ____

Porches/Patios/Decks: (Description & Dimensions) 5' x 30' covered, wood front porch; 4'-wide concrete sidewalk

OTHER IMPROVEMENTS

| | Function | Construction | Condition | Contributing Value |
|---|---|---|---|---|
| (A) | | | | |

COMMENTS:

This is the sale of a 1,904 SF, 2-story duplex located along the east side of E. End Street, in Columbia, Maury County, TN. Construction features include wood framing and wood siding and a gable/hip roof with composition shingle cover. The two units contain 2 bedrooms, one full bath, a kitchen and a living room. The structure includes an attached front port and rear wood decks. Other improvements include a gravel drive, concrete sidewalks, and manicured lawn. Constructed in 1994, the improvements are considered to be in average condition. Existing rent is $550/month for each unit. The property is currently listed for $104,800 ($55.04/SF) and has been on the market for ±4 months. Verified by Ms. Robin Lindzy with Town & Country Realtors (931-626-1226). According to Seller's Agent, the transaction was considered typical with no unusual conditions of sale.

VERIFIED Sale Price ..... $ 85,000

(1) Adj. for Property Rights Conveyed ..... $ ____

(2) Adj. for Financing Terms ..... $ ____

(3) Adj. for Conditions of Sale ..... $ ____

CASH EQUIVALENT Sales Price of Comparable Sale ..... $ 85,000

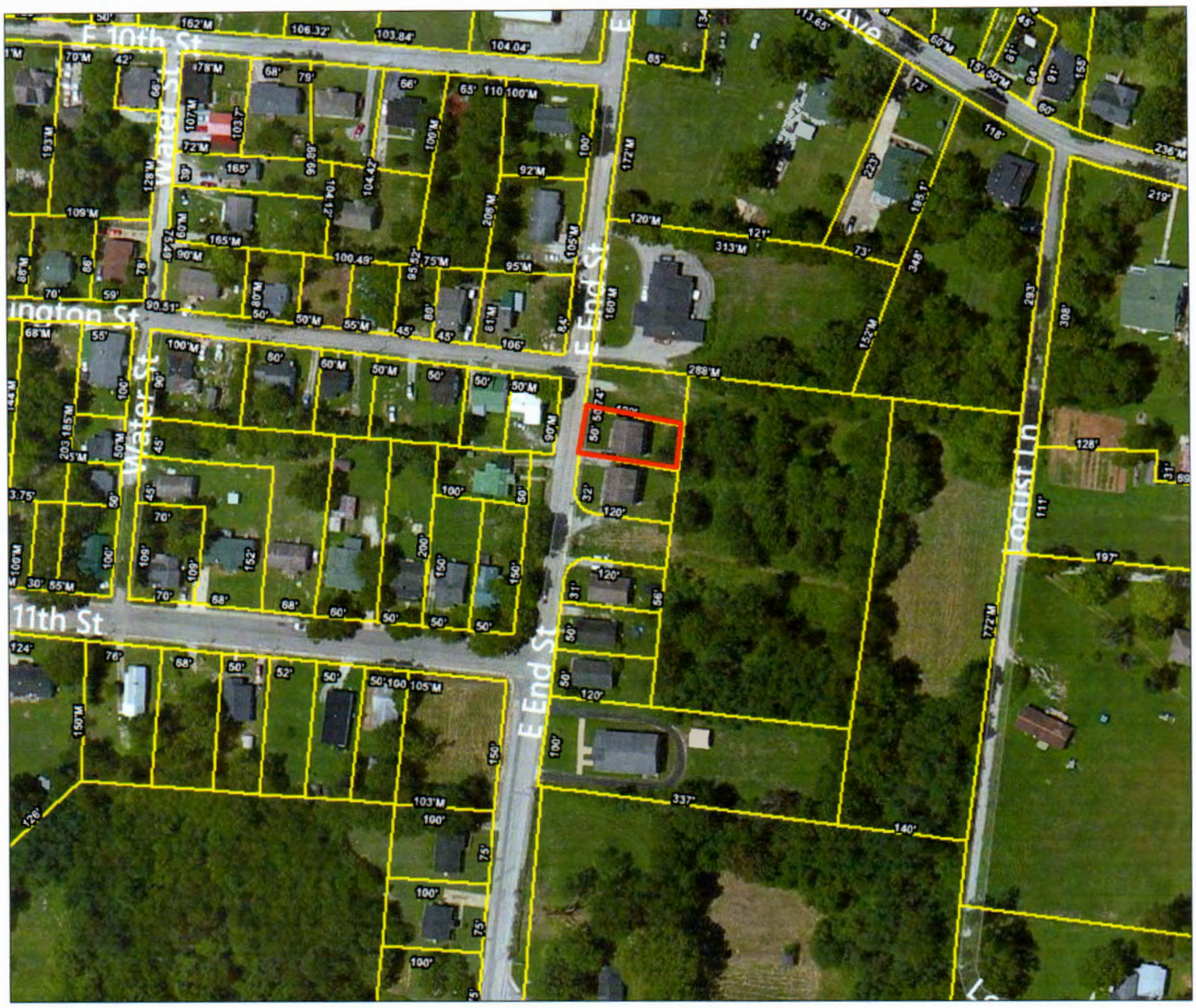
Sales Amount Attributable to Land $ 10,000 Sales Amount Attributable to Improvements $ 75,000

Adjusted Unit of Comparison of Building to Include Land: $39.39 Per Square Foot

State Project No. 94092-1224-14 County WILLIAMSON Sale No. DS3

Federal Project No. STP/HPP-247(10) Name of Appraiser Ted A. Boozer, MAI

## AERIAL PHOTOGRAPH




## PHOTOGRAPH

| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 94092-1224-14 | County | WILLIAMSON | Sale No. | DS3 |
| Federal Project No. | STP/HPP-247(10) | Name of Appraiser | Ted A. Boozer, MAI | | |

R.O.W. Form 2C-2
REV. 2/92
DT-1299



# RESIDENTIAL AND RURAL
## MARKET DATA
(Sale DS4)

Address or General Location: 942AB Glass Street, Franklin, Williamson County, Tennessee

Directions to Property: From Franklin take Hwy 96 W; right on 11th Avenue N; right on Glass Street to property on the Left.

Tax Map and Parcel No. 78B/B/26.01 Book 6402 Page 686 Property Rights Fee simple

Grantor Julio Nava, Etux Grantee Brian Bailey, Etux

Date of Sale 9/13/2013 Verified Consideration $102,000 Verified Buyer's Agent

Financing: Type N/a Interest Rate N/a Terms N/a

MOTIVATION OF SALE Out of Town Seller

Land: Dimensions 50.0' x 213.0' Sq. Ft. 10,650 Acres 0.25

Zoning R-6 (Historic Core District) Highest and Best Use: Multi-Family

OFF SITE IMPROVEMENTS: Paved Street [X] Gravel Road [ ] Sidewalk [ ] Curb [ ] Gutters [ ]

UTILITIES AVAILABLE: Water [X] Electric [X] Telephone [X] Gas [X] Sewers [X] Septic System [ ]

Structure No. 1 No. Stories 1 Function Duplex Construction Wood Frame

Quality Average Condition Average Roof Gable/Comp. Shingle Age: Actual 42 Effective 38

Plumbing X Electrical X Heating System Electric Air Cond. Central

Fireplace ____ Insulation: Floors ____ Walls X Ceiling X None ____

No. Rooms 10 Bedrooms 4 Baths 2 Kitchen, Built-ins X

Area Above Grade: 1st Floor 1,824 SF 2nd Floor ____ 3rd Floor ____ Total 1,824

Basement- Fin. Area ____ Unfin. Area ____ Floors/Walls ____ Attic: Fin. ____ Unfin. ____

Garage: Area ____ Carport ____ Attach. ____ Detach. ____ Built-in ____ Fin. ____ Unfin. ____

Porches/Patios/Decks: (Description & Dimensions) 5' x 29' covered concrete block front porch with wrought iron rails; 4' x 24' covered rear deck; 15' x 8' concrete pad in backyard

OTHER IMPROVEMENTS

| | Function | Construction | Condition | Contributing Value |
|---|---|---|---|---|
| (A) | | | | |

COMMENTS:

This is the sale of a 1,824 SF, 1-story duplex is located along the north side of Glass Street, in Franklin, Williamson County, TN. Construction features include wood framing and brick exterior and a gable/hip roof with composition shingle cover. The two units contain 2 bedrooms, one full bath, a kitchen and a living room. Other improvements include a gravel drive and manicured lawn. Constructed in 1972, the improvements are considered to be in average physical condition. At the time of sale, the units were listed for $600/month. The property was listed for $122,000 and sold for $102,000 on September 13, 2013.Verified by Ms. Deborah Dawson @ Coldwell Banker Barnes (615-485-1559). According to Ms. Dawson, the seller was motivated based on moving out of town and the transaction price reflected a "somewhat" below market price. Therefore, we applied an upward conditions of sale adjustment of ±8% ($8,000)

VERIFIED Sale Price ..... $ 102,000

(1) Adj. for Property Rights Conveyed ..... $ ____

(2) Adj. for Financing Terms ..... $ ____

(3) Adj. for Conditions of Sale ..... $ 8,000

CASH EQUIVALENT Sales Price of Comparable Sale ..... $ 110,000

Sales Amount Attributable to Land $ 25,000 Sales Amount Attributable to Improvements $ $85,000

Adjusted Unit of Comparison of Building to Include Land: $60.31 Per Square Foot

State Project No. 94092-1224-14 County WILLIAMSON Sale No. DS4

Federal Project No. STP/HPP-247(10) Name of Appraiser Ted A. Boozer, MAI

R.O.W. Form 2C-1
REV. 2/92
DT-1299



## AERIAL PHOTOGRAPH

## PHOTOGRAPH

| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 94092-1224-14 | County | WILLIAMSON | Sale No. | DS4 |
| Federal Project No. | STP/HPP-247(10) | Name of Appraiser | Ted A. Boozer, MAI | | |

R.O.W. Form 2C-2
REV. 2/92
DT-1299



# RESIDENTIAL AND RURAL
## MARKET DATA
(Sale DS 5)

Address or General Location: 708 Castle Drive, Franklin, Williamson County, Tennessee

Directions to Property: From Mack Hatcher Ln.; right on Liberty Pike; right on Jordan Ln; left on Westminster Dr.; Right on Castle Dr. to property on the right

Tax Map and Parcel No. 79H/D/17.00 Book 6300 Page 198 Property Rights Fee simple

Grantor Marshall Fant, Etux Grantee Grant A. Weaver

Date of Sale 7/1/2014 Verified Consideration $210,000 Verified Agent

Financing: Type N/a Interest Rate N/a Terms N/a

MOTIVATION OF SALE Typical

Land: Dimensions 132.40' x 122.44' Sq. Ft. 16,211 Acres 0.37

Zoning R-3 Highest and Best Use: Multi-Family

OFF SITE IMPROVEMENTS: Paved Street [X] Gravel Road [ ] Sidewalk [ ] Curb [X] Gutters [X]

UTILITIES AVAILABLE: Water [X] Electric [X] Telephone [X] Gas [X] Sewers [X] Sept. Syst. [ ]

Structure No. 1 No. Stories 1 Function Duplex Construction Wood Frame

Quality Average Condition Average Roof Gable/Shingle Age: Actual 33 Effect 30

Plumbing X Electrical X Heating System Electric Air Cond. Central

Fireplace ____ Insulation: Floors ____ Walls X Ceiling X None ____

No. Rooms 10 Bedrooms 4 Baths 2 Kitchen, Built-ins X

Area Above Grade: 1st Floor 1,914 SF 2nd Floor ____ 3rd Floor ____ Total 1,914

Basement- Fin. Area ____ Unfin. Area ____ Floors/Walls ____ Attic: Fin. ____ Unfin. ____

Garage: Area ____ Carport ____ Attach. ____ Detach. ____ Built-in ____ Fin. ____ Unfin. ____

Porches/Patios/Decks: (Description & Dimensions) Two (2), 20 SF covered front porch; Two (2), 150 SF wood decks; aggregate concrete sidewalks and driveways

OTHER IMPROVEMENTS

| | Function | Construction | Condition | Contributing Value |
|---|---|---|---|---|
| (A) | | | | |

COMMENTS:

This is the sale of a 1,914 SF, 1-story duplex located at the northwest corner of side of Castle Drive and Castle Court in Franklin, Williamson County, TN. Construction features include wood framing and brick exterior and a gable/hip roof with composition shingle cover. The two units contain 2 bedrooms, one full bath, a kitchen and a living room. Other improvements include concrete sidewalks and driveways and a manicured lawn. Constructed in 1981, the improvements are considered to be in average physical condition. At the time of sale, the units leased for $750/month. The property was listed for $219,900 for approximately 1 month and sold for $210,000 on July 1, 2014.Verified by Mr. Jim Allen @ Re/Max (615-921-0700). According to Mr. Allen, the transaction was considered typical.

VERIFIED Sale Price ..... $ 210,000

(1) Adj. for Property Rights Conveyed ..... $ ____

(2) Adj. for Financing Terms ..... $ ____

(3) Adj. for Conditions of Sale ..... $ ____

CASH EQUIVALENT Sales Price of Comparable Sale ..... $ 210,000

Sales Amount Attributable to Land $ 50,000 Sales Amount Attributable to Improvements $ $160,000

Adjusted Unit of Comparison of Building to Include Land: $109.72 Per Square Foot

State Project No. 94092-1224-14 County WILLIAMSON Sale No. DS5

Federal Project No. STP/HPP-247(10) Name of Appraiser Ted A. Boozer, MAI

## AERIAL PHOTOGRAPH

## PHOTOGRAPH

| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 94092-1224-14 | County | WILLIAMSON | Sale No. | DS5 |
| Federal Project No. | STP/HPP-247(10) | Name of Appraiser | Ted A. Boozer, MAI | | |

R.O.W. Form 2C-2
REV. 2/92
DT-1299



# RESIDENTIAL AND RURAL
## MARKET DATA

Address or General Location: 1406 School Street, Columbia, Maury County, Tennessee

Directions to Property: From Highway 31S in Columbia; turn right on S. Main Street to Highland Ave.; right onto 14th Street; Right onto School Street to property on the left.

Tax Map and Parcel No. 100L/B/13.00 Book N/A Page N/a Property Rights Fee simple

Grantor Laron Taylor Grantee N/a

Date of Sale N/A Verified Asking Price $105,000 Verified Listing Agent

Financing: Type N/a Interest Rate N/a Terms N/a

MOTIVATION OF SALE Typical

Land: Dimensions 100' x 90' x 93.68' x 98.88' Sq. Ft. 9,278 Acres 0.213

Zoning R-6 Highest and Best Use: Medium to High Residential

OFF SITE IMPROVEMENTS: Paved Street [X] Gravel Road [ ] Sidewalk [ ] Curb [ ] Gutters [ ]

UTILITIES AVAILABLE: Water [X] Electric [X] Telephone [X] Gas [X] Sewers [X] Septic System [ ]

Structure No. 1 No. Stories 2 Function Duplex Construction Wood Frame

Quality Average Condition Average Roof Gable/Comp. Shingle Age: Actual 27 Effective 27

Plumbing X Electrical X Heating System Electric Air Cond. Central

Fireplace ____ Insulation: Floors X Walls X Ceiling X None ____

No. Rooms 12 Bedrooms 4 Baths 4 Kitchen, Built-ins X

Area Above Grade: 1st Floor 1,044 SF 2nd Floor 1,044 SF 3rd Floor ____ Total 2,088

Basement- Fin. Area ____ Unfin. Area ____ Floors/Walls ____ Attic: Fin. ____ Unfin. ____

Garage: Area ____ Carport ____ Attach. ____ Detach. ____ Built-in ____ Fin. ____ Unfin. ____

Porches/Patios/Decks: (Description & Dimensions) 30 SF concrete covered porch with metal railing; Two (2) wood rear decks measuring 10' x 12' each.; concrete driveway & sidewalks

OTHER IMPROVEMENTS

| | Function | Construction | Condition | Contributing Value |
|---|---|---|---|---|
| (A) | | | | |

COMMENTS:
This is the listing of a 2,088 SF, 2-story duplex located along the west side of School Street, in Columbia, Maury County, TN. Construction features include wood framing and vinyl siding exterior and a gable/hip roof with composition shingle cover. The two units contain 2 bedrooms, one full bath, one ½-bath, a kitchen and a living room. Other improvements include a gravel drive, a concrete drive, sidewalk, and manicured lawn. Constructed in 1987, the improvements are considered to be in average. Existing rent is $600/month for one unit and $500/month one unit. The property is currently listed for $105,000 and has been on the market ±3 months. Verified by Mr. Harold Taylor with Benchmark Realty (931-215-7348).

VERIFIED Asking Price.....$ 105,000

(1) Adj. for Property Rights Conveyed ..... $ ____

(2) Adj. for Financing Terms ..... $ ____

(3) Adj. for Conditions of Sale ..... $ ____

CASH EQUIVALENT Sales Price of Comparable Sale ..... $ 105,000

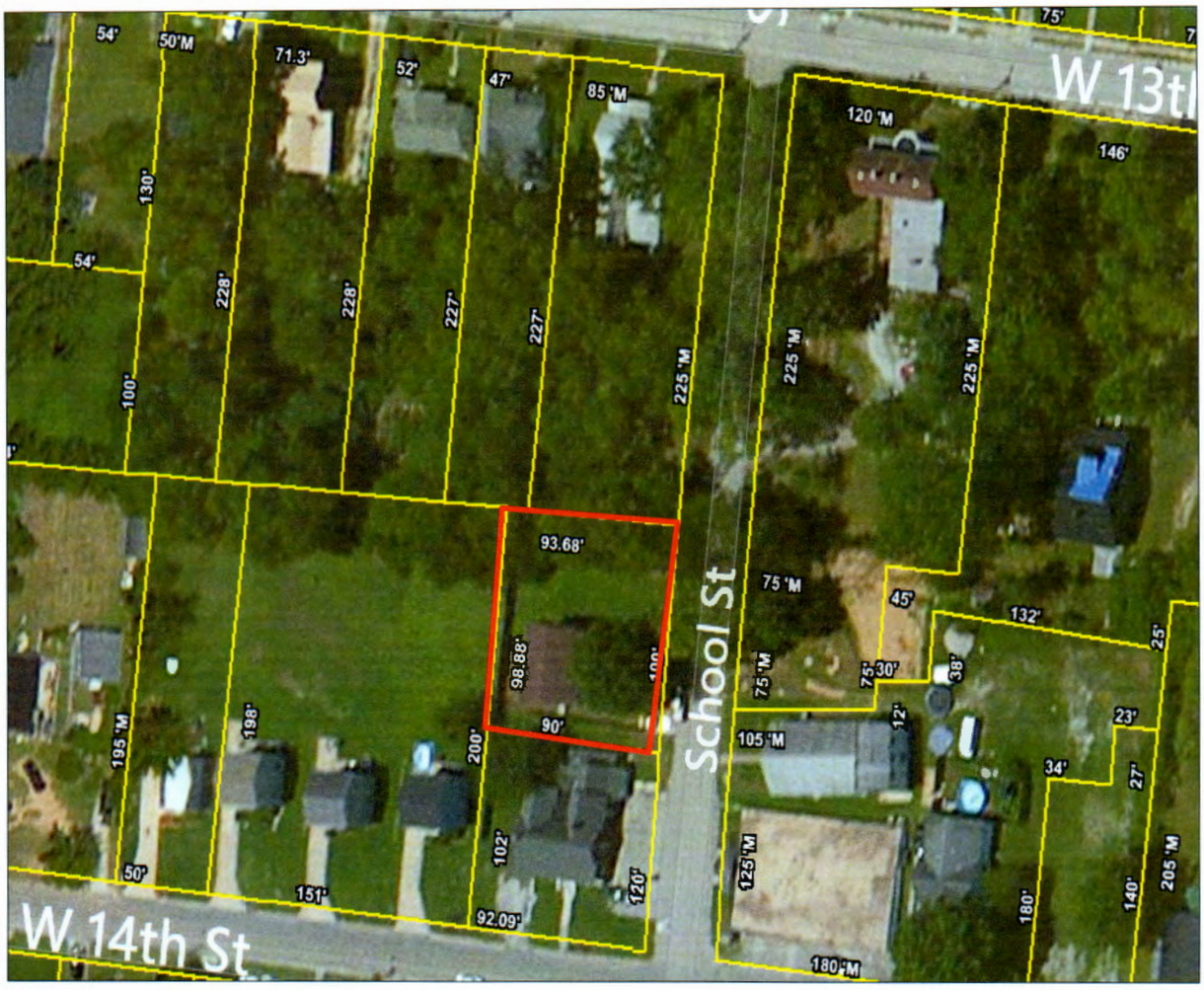
Sales Amount Attributable to Land $ 15,000 Sales Amount Attributable to Improvements $ 90,000

Adjusted Unit of Comparison of Building to Include Land: $50.28 Per Square Foot

State Project No. 94092-1224-14 County WILLIAMSON Sale No. DL1

Federal Project No. STP/HPP-247(10) Name of Appraiser Ted A. Boozer, MAI

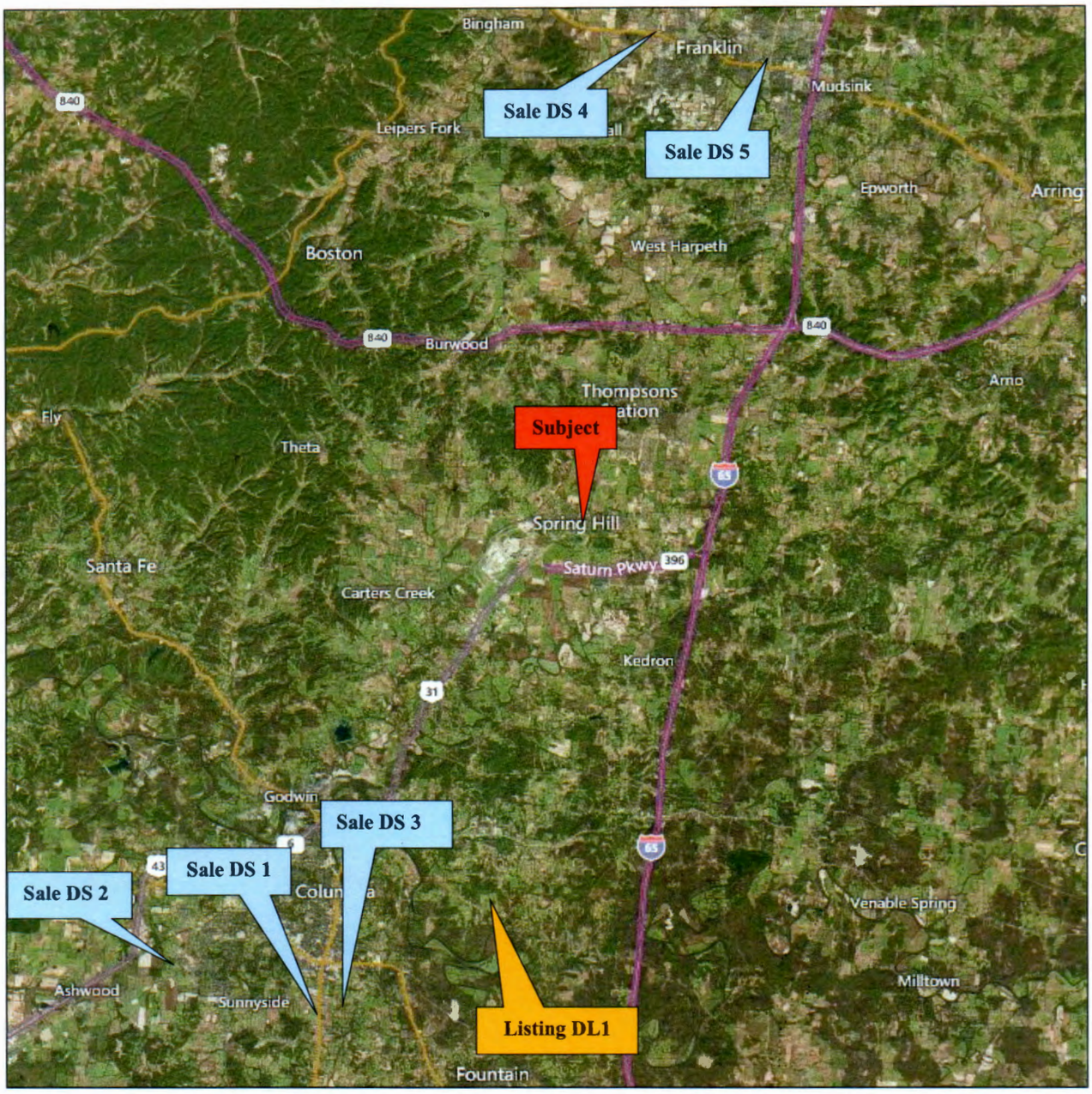
## AERIAL PHOTOGRAPH




## PHOTOGRAPH

| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 94092-1224-14 | County | WILLIAMSON | Sale No. | DL1 |
| Federal Project No. | STP/HPP-247(10) | Name of Appraiser | Ted A. Boozer, MAI | | |

# DUPLEX SALES & LISTING MAP




| SUMMARY OF COMPARABLE DUPLEX SALES & LISTING | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Sale # | Address | Bedrooms | Full Baths | Half Baths | Year Built | Gross Living (SF) | DOM | Closed Date | Sale Price | $/ Bldg SF |
| DS1 | 1829 Dimple Ct. | 4.0 | 2.0 | 2.0 | 1989 | 2,096 | 40 | 05/21/12 | $ 65,500 | $ 31.25 |
| DS2 | 519 Woods Drive | 4.0 | 2.0 | 2.0 | 1985 | 2,050 | 433 | 04/14/11 | $ 100,000 | $ 48.78 |
| DS3 | 1109 E End Street | 4.0 | 2.0 | 0.0 | 1994 | 1,904 | 127 | 02/02/12 | $ 85,000 | $ 44.64 |
| DS4 | 942 Glass Street | 4.0 | 2.0 | 0.0 | 1972 | 1,824 | 86 | 09/13/13 | $ 110,000 | $ 60.31 |
| DS5 | 708 Castle Drive | 4.0 | 2.0 | 0.0 | 1981 | 1,914 | 30 | 07/01/13 | $ 210,000 | $ 109.72 |
| DL1 | 1406 School Street | 4.0 | 2.0 | 2.0 | 2013 | 2,088 | 99 | N/a | $ 105,000 | $ 50.29 |
| Average Indications | | 4.0 | 2.0 | 1.0 | 1989 | 1,992 | 136 | 08/03/12 | $ 112,583 | $ 57.50 |
| Median Indications | | 4.0 | 2.0 | 1.0 | 1987 | 2,050 | 93 | 05/21/12 | $ 102,500 | $ 49.53 |

**Analysis of Comparable Sales**

As indicated in the table above, the average sale prices for the five comparable sales and one listing ranged from $65,500 to $210,000, with an overall average of $112,583 and a median sale price of $102,500. On a price per SF basis, the range was $31.25/SF to $109.72/SF, with an average of $57.50/SF and a median of $49.53/SF. It is important to note, an upward $8,000 condition of sale adjustment was applied to Sale DS4. It is important to note, there have been very few recent sales of two-to-four unit dwellings within the city limits of Spring Hill. Consequently, we expanded our search geographically and chronologically and the five closed sales and current listing represent some of the best sales deemed comparable to the subject and provide a reasonable range in which to estimate the subject's market value.

# LEASES

## RESIDENTIAL LEASE/RENTAL AGREEMENT

**This agreement made this 11th day of July, 2011, James Robert Beasley and Robin Nicole Beasley is between Doug Vaughn(hereinafter called Management ) and , James Robert Beasley and Robin Nicole Beasley, hereinafter called Resident). Management leased to Resident, and Resident rents from Management, residential unit located at 2531 Duplex Road, Spring Hill, Tennessee, hereinafter called premises), under the following condition.**

**TERM:**
1. The initial term of this lease shall be 12 months beginning July 11, 2011 and ending Noon July 11, 2012.

**POSSESSION:**
2. If there is a delay in delivery of possession, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then Resident may void this agreement and have full refund of any deposit. Management shall not be liable for damages for delay in possession.

**RENT:**
3. Rent is payable monthly, in advance, at a rate of $750.00 dollars per month, during the term of this agreement on the first day of each month at the office of Management or at such other place Management may designate. Tenant agrees to pay $20.00 for each dishonored check.

**DISCOUNT**
4. Time is of the essence of this agreement. If the rent is accepted before the close of business day, on the 4th of each month, the rate will be $650.00 dollars , any returned check will be considered as unpaid rent and not subject to discount.

**EVICTION**
5. If the rent called for in paragraph 3 hereof has not been paid by the fifteenth (15th) of the month, then Management shall automatically and immediately have the right to take out a Dispossessory Warrant and have Resident, his family and possessions evicted from the premises

**INDEMNIFICATION DEPOSIT**
6. Management acknowledges receipt of $400.00 dollars , as deposit to indemnify owner against damage to the property and for Resident's fulfillment of the conditions of this agreement. Deposit will be returned to Resident less a $200.00 carpet cleaning charge, thirty days after residence is vacated if:

A. Lease term has expired or agreement has been terminated by both parties: and
B All monies due Management by Resident have been paid; and
C. Residence is not damaged and is left in the original condition, normal wear and tear excepted; and
D. Management is in receipt of copy of paid final bills on all utilities (includes gas, electric, water, garbage, and telephone).
E. Deposit will not be returned if Resident leaves before lease time is completed. Deposit

# LEASES

may be applied by Management to satisfy all or part of the deposit. Resident my not apply the deposit to any of the rent payment.

F. Keys have been returned and a forwarding address left. Resident acknowledges that he has approved and signed the "Residential Rental Property Move In/Move Out Inspection Form" for any existing damages to residence and has been given the right to inspect same.

**RENEWAL TERM:**

7. It is the intent of both parties that this lease is for a period of 12 months and that the last month's rent will apply only to the last month of the lease period. Should this lease be breached by the Resident, both the last month's rent and the indemnification deposit shall be forfeited as liquidated damages and the Resident will owe rent through the last day of occupancy.

**EARLY TERMINATION:**

8. Resident may terminate this agreement before expiration of the original term by:

A. Giving Management at least one month's written notice to be effective on the last day of a given month: plus

B. Paying of all monies due through date of termination, plus

C. Paying an amount equal to one month's rent; plus

D. Returning residence is in a clean, ready to rent condition.

E. Resident must pay for advertising necessary to rent residence.

**SUBLET:**

9. Residence may not sublet or assign this lease without written consent of the Management.

**CREDIT APPLICATION:**

10. Management having received and reviewed a credit application filled out by Resident, and Management having relied upon the representations and statements made therein as being true and correct, has agreed to enter into this rental agreement with Resident, Resident and Management agree the credit application the Resident filled out when making application to rent said residence is hereby incorporated by reference and made a part of this rental agreement. Resident further agrees if he has falsified any statement on said application, Management has the right to terminate rental agreement immediately, and further agrees Management shall be entitled to keep any security deposit and any prepaid rent as liquidated damages. Resident further agrees in the event Management exercises its option to terminate rental agreement. Resident will remove himself, his family, and possessions from the premises within 24 hours of notification by Management of the termination of this lease. Resident further agrees to indemnify Management for any damages to property of Management including, but not limited to, the cost of making residence suitable for renting to another Resident, and waives any right of "set-off" for the security deposit and prepaid rent which was forfeited as liquidated damages.

**FIRE AND CASUALTY**

11. If residence becomes uninhabitable by reason of fire, explosion, or by other casualty, Management may, at its option, terminate rental agreement or repair damages within 30 days. If Management does not do repairs within this time or if building is fully destroyed, the rental agreement hereby created is terminated. If Management elects to repair damages, rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of

# LEASES

preoccupancy, providing during repairs Resident has vacated and removed Resident's possessions as required by Management. The date of preoccupancy shall be the date of notice that residence is ready for occupancy.

**HOLD OVER**
12. Resident shall deliver possession of residence in good order and repair to Management upon termination or expiration of this agreement.

**RIGHT OF ACCESS**
13. Management shall have the right of access to residence for inspection and repair or maintenance during reasonable hours. In case of emergency, Management may enter at any time to protect life and prevent damage to the property.

**USE:**
14. Residence shall be used for residential purposes only and shall be occupied only by the persons named in Resident's application to lease. The presence of an individual residing on the premises who is not a signatory on the rental agreement will be sufficient grounds for termination of this agreement. Residence shall be used so as to comply with all state, county, and municipal laws and ordinances. Resident shall not use residence or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other Resident's quiet enjoyment of their residence.

**PROPERTY LOSS:**
15. Management shall not be liable for damage to Resident's property of any type for any reason or cause whatsoever, except where such is due to Management's gross negligence . Resident acknowledges that he is aware that he is responsible for obtaining any desired insurance for fire, theft, liability, etc. on personal possessions, family, and guests.

**PET:**
16. Animals, birds, or pets of any kind shall not be permitted inside the residential unit at any time unless the prior written approval of Management has been obtained.

**INDEMNIFICATION:**
17. Resident releases Management from liability for and agrees to indemnify Management against losses incurred by Management as a result of (a) Resident's failure to fulfill any condition of this agreement, (b) any damage or injury happening in or about residence or premises to Resident's invitees or licensees of such person's property, © Resident's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien, or other encumbrance filed against residence as a result of Resident's action.

**FAILURE OF MANAGEMENT TO ACT:**
18. Failure of Management to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.

**REMEDIES CUMULATIVE:**
19. All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by Resident, Resident shall pay all expenses incurred

# LEASES

in connection therewith.

**NOTICES:**
20. Any notice required by this agreement shall be in writing and shall be delivered personally or mailed by registered or certified mail.

**REPAIRS:**
21. Management will make necessary repairs to the exterior with reasonable promptness after receipt of written notice from Resident. Resident shall make all necessary repairs to interior and keep premises in a safe, clean, and sanitary condition. Resident shall make contact with all repair or service people and will be responsible for paying the first $25.00 of any charge. Resident may not remodel or paint or structurally change, nor remove any fixture there from without written permission from Management.

**ABANDOMENT:**
22. If Resident removes or attempts to remove property from the premises other than in the usual course of continuing occupancy, with having first paid Management all monies due, residence may be considered abandoned, and Management shall have the right without notice, to store or dispose of any property left on the premises by Resident. Management shall also have the right to store or dispose of any of Resident's property remaining on the premises after the termination of this agreement. Any such property shall be considered Management's property and title thereto shall vest in Management.

**MORTGAGEE'S RIGHTS:**
23. Resident's rights under this lease shall at all time be automatically junior and subject to any deed to secure debt which is now or shall hereafter be placed on premises of which residence is part. If requested. Resident shall execute promptly any certificate that Management may request to specifically implement the subordination of this paragraph.

**RULES AND REGULATIONS:**
24. A Signs : Resident shall not display any signs, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the building.

B. Locks: Resident is prohibited from adding locks to, changing, or in any way altering locks installed on the doors. All keys must be returned to Management of the premises upon termination of the occupancy.

C. Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress.

D. Radio or television aerials shall not be place or erected on the roof or exterior.

E. Parking: Non-operative vehicles are not permitted on premises. Any such non operative vehicle may be removed by Management at the expense of Resident owning same, for storage or public or private sale, at Management's option, and Resident owning same shall have no right of recourse against Management therefore.

F. Storage: No goods or materials of any kind or description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area or the residence itself. Storage in all such areas shall be at Resident's risk and Management shall not be responsible for any

# LEASES

**ADDENDUM TO**
**RESIDENTIAL LEASE/RENTAL AGREEMENT**

**PETS:** 1. Where pets or other animals or birds are permitted, and if Resident has a pet or other animal, or later during the tenancy acquires same, he agrees to pay all costs for such services or methods as may be necessary to rid the premises of pests, odors, or damages. The Resident shall pay to the Management a NON-REFUNDABLE FEE OF $100.00 and an additional monthly fee to be included with rent payment of $25.00. Management has the right to evict if pet is brought into premises without permission, or if pet is larger than 20 pounds. If Management permits, pet must be over one year old, under 20 pounds, and all cats must be spayed/neutered.

**FIXTURES AND**
**PERSONAL PROPERTY**: 2. Personal property, if any, of the Management located on the premises shall become a part of the premises and the lease. An inventory of such items designated as fixtures shall be attached and shall become a part of this lease.

The items designated as follows are the personal property of the Management and may be used by the Resident at the discretion of the Management on the hereinafter specified terms. Resident agrees not to abuse these items or remove them from the premises and Resident is responsible for any repairs resulting from use other than normal wear and tear.

- ☐ Range
- ☐ Blinds/Verticals
- ☐ Ceiling Fans
- ☐ Central Heat/Air
- ☐ Refrigerator

**CUSTOMER AGREES:** To pay all expenses of collection activity including a reasonable sum for attorneys fees.

RB

RB

# LEASES

## RESIDENTIAL LEASE/RENTAL AGREEMENT

**This agreement made this 1st day of September, 2010 is between Doug Vaughn(hereinafter called Management ) and Derek A. Plugh and Robin M. Plugh, hereinafter called Resident). Management leased to Resident, and Resident rents from Management, residential unit located at 2533 Duplex Road, Spring Hill, Tennessee, hereinafter called premises), under the following condition.**

**TERM:**
1. The initial term of this lease shall be 12 months beginning September 1, 2010 and ending Noon October 1. 2010.

**POSSESSION:**
2. If there is a delay in delivery of possession, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then Resident may void this agreement and have full refund of any deposit. Management shall not be liable for damages for delay in possession.

**RENT:**
3. Rent is payable monthly, in advance, at a rate of $750.00 dollars per month, during the term of this agreement on the first day of each month at the office of Management or at such other place Management may designate. Tenant agrees to pay $20.00 for each dishonored check.

**DISCOUNT**
4. Time is of the essence of this agreement. If the rent is accepted before the close of business day, on the 4th of each month, the rate will be $650.00 dollars , any returned check will be considered as unpaid rent and not subject to discount.

**EVICTION**
5. If the rent called for in paragraph 3 hereof has not been paid by the fifteenth (15th) of the month, then Management shall automatically and immediately have the right to take out a Dispossessory Warrant and have Resident, his family and possessions evicted from the premises

**INDEMNIFICATION DEPOSIT**
6. Management acknowledges receipt of $400.00 dollars , as deposit to indemnify owner against damage to the property and for Resident's fulfillment of the conditions of this agreement. Deposit will be returned to Resident less a $200.00 carpet cleaning charge, thirty days after residence is vacated if:

A. Lease term has expired or agreement has been terminated by both parties: and
B All monies due Management by Resident have been paid; and
C. Residence is not damaged and is left in the original condition, normal wear and tear excepted; and
D. Management is in receipt of copy of paid final bills on all utilities (includes gas, electric, water, garbage. and telephone).
E. Deposit will not be returned if Resident leaves before lease time is completed. Deposit

# LEASES

may be applied by Management to satisfy all or part of the deposit. Resident my not apply the deposit to any of the rent payment.

F. Keys have been returned and a forwarding address left. Resident acknowledges that he has approved and signed the "Residential Rental Property Move In/Move Out Inspection Form" for any existing damages to residence and has been given the right to inspect same.

**RENEWAL TERM:**

7. It is the intent of both parties that this lease is for a period of 12 months and that the last month's rent will apply only to the last month of the lease period. Should this lease be breached by the Resident, both the last month's rent and the indemnification deposit shall be forfeited as liquidated damages and the Resident will owe rent through the last day of occupancy.

**EARLY TERMINATION:**

8. Resident may terminate this agreement before expiration of the original term by:

A. Giving Management at least one month's written notice to be effective on the last day of a given month: plus

B. Paying of all monies due through date of termination, plus

C. Paying an amount equal to one month's rent; plus

D. Returning residence is in a clean, ready to rent condition.

E. Resident must pay for advertising necessary to rent residence.

**SUBLET:**

9. Residence may not sublet or assign this lease without written consent of the Management.

**CREDIT APPLICATION:**

10. Management having received and reviewed a credit application filled out by Resident, and Management having relied upon the representations and statements made therein as being true and correct, has agreed to enter into this rental agreement with Resident, Resident and Management agree the credit application the Resident filled out when making application to rent said residence is hereby incorporated by reference and made a part of this rental agreement. Resident further agrees if he has falsified any statement on said application. Management has the right to terminate rental agreement immediately, and further agrees Management shall be entitled to keep any security deposit and any prepaid rent as liquidated damages. Resident further agrees in the event Management exercises its option to terminate rental agreement. Resident will remove himself, his family, and possessions from the premises within 24 hours of notification by Management of the termination of this lease. Resident further agrees to indemnify Management for any damages to property of Management including, but not limited to, the cost of making residence suitable for renting to another Resident, and waives any right of "set-off" for the security deposit and prepaid rent which was forfeited as liquidated damages.

**FIRE AND CASUALTY**

11. If residence becomes uninhabitable by reason of fire, explosion, or by other casualty, Management may, at its option, terminate rental agreement or repair damages within 30 days. If Management does not do repairs within this time or if building is fully destroyed, the rental agreement hereby created is terminated. If Management elects to repair damages, rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of

# LEASES

preoccupancy, providing during repairs Resident has vacated and removed Resident's possessions as required by Management. The date of preoccupancy shall be the date of notice that residence is ready for occupancy.

**HOLD OVER**
12. Resident shall deliver possession of residence in good order and repair to Management upon termination or expiration of this agreement.

**RIGHT OF ACCESS**
13. Management shall have the right of access to residence for inspection and repair or maintenance during reasonable hours. In case of emergency, Management may enter at any time to protect life and prevent damage to the property.

**USE:**
14. Residence shall be used for residential purposes only and shall be occupied only by the persons named in Resident's application to lease. The presence of an individual residing on the premises who is not a signatory on the rental agreement will be sufficient grounds for termination of this agreement. Residence shall be used so as to comply with all state, county, and municipal laws and ordinances. Resident shall not use residence or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other Resident's quiet enjoyment of their residence.

**PROPERTY LOSS:**
15. Management shall not be liable for damage to Resident's property of any type for any reason or cause whatsoever, except where such is due to Management's gross negligence . Resident acknowledges that he is aware that he is responsible for obtaining any desired insurance for fire, theft, liability, etc. on personal possessions, family, and guests.

**PET:**
16. Animals, birds, or pets of any kind shall not be permitted inside the residential unit at any time unless the prior written approval of Management has been obtained.

**INDEMNIFICATION:**
17. Resident releases Management from liability for and agrees to indemnify Management against losses incurred by Management as a result of (a) Resident's failure to fulfill any condition of this agreement, (b) any damage or injury happening in or about residence or premises to Resident's invitees or licensees of such person's property, © Resident's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien, or other encumbrance filed against residence as a result of Resident's action.

**FAILURE OF MANAGEMENT TO ACT:**
18. Failure of Management to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.

**REMEDIES CUMULATIVE:**
19. All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by Resident, Resident shall pay all expenses incurred

# LEASES

in connection therewith.

**NOTICES:**
20. Any notice required by this agreement shall be in writing and shall be delivered personally or mailed by registered or certified mail.

**REPAIRS:**
21. Management will make necessary repairs to the exterior with reasonable promptness after receipt of written notice from Resident. Resident shall make all necessary repairs to interior and keep premises in a safe, clean, and sanitary condition. Resident shall make contact with all repair or service people and will be responsible for paying the first $25.00 of any charge. Resident may not remodel or paint or structurally change, nor remove any fixture there from without written permission from Management.

**ABANDOMENT:**
22. If Resident removes or attempts to remove property from the premises other than in the usual course of continuing occupancy, with having first paid Management all monies due, residence may be considered abandoned, and Management shall have the right without notice, to store or dispose of any property left on the premises by Resident. Management shall also have the right to store or dispose of any of Resident's property remaining on the premises after the termination of this agreement. Any such property shall be considered Management's property and title thereto shall vest in Management.

**MORTGAGEE'S RIGHTS:**
23. Resident's rights under this lease shall at all time be automatically junior and subject to any deed to secure debt which is now or shall hereafter be placed on premises of which residence is part. If requested, Resident shall execute promptly any certificate that Management may request to specifically implement the subordination of this paragraph.

**RULES AND REGULATIONS:**
24. A Signs : Resident shall not display any signs, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the building.

B. Locks: Resident is prohibited from adding locks to, changing, or in any way altering locks installed on the doors. All keys must be returned to Management of the premises upon termination of the occupancy.

C. Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress.

D. Radio or television aerials shall not be place or erected on the roof or exterior.

E. Parking: Non-operative vehicles are not permitted on premises. Any such non operative vehicle may be removed by Management at the expense of Resident owning same, for storage or public or private sale, at Management's option, and Resident owning same shall have no right of recourse against Management therefore.

F. Storage: No goods or materials of any kind or description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area or the residence itself. Storage in all such areas shall be at Resident's risk and Management shall not be responsible for any

# LEASES

loss or damage.

G. Walls: No nails, screws or adhesive hangers except standard picture hooks, shade brackets may be placed in walls, woodwork, or any part of residence.

H. Guest: Resident shall be responsible and liable for the conduct of guests. Act of guests in violation of this agreement or Management's rules and regulations may be deemed by Management to be a breach by Resident. No guest may stay longer than 10 days without permission of Management, otherwise a $10.00 per day guest charge will be due Management.

I. Noise: All radios, television sets, phonographs, etc. must be turned down to a level of sound that does not annoy or interfere with neighbors.

J. Residents shall maintain his own yard and shrubbery and furnish his own garbage can.

K. Resident's Guide: Management reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations, set forth and referred to above, as Management shall, in his judgment, determine to be necessary for the safety, care, and cleanliness of the premises, for the preservation of good order or for the comfort or benefit of Residents generally.

**ENTIRE AGREEMENT**

25. This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any part of this rental agreement is invalid, for any reason, such invalidity shall not void the remainder of the rental agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person the day and year first above written.

| | |
|---|---|
| Nancy Vaughn | |
| MANAGEMENT | RESIDENT(S) |

Number of residents living within the premises: 4

# LEASES

**ADDENDUM TO**
**RESIDENTIAL LEASE/RENTAL AGREEMENT**

**PETS:** 1. Where pets or other animals or birds are permitted, and if Resident has a pet or other animal, or later during the tenancy acquires same, he agrees to pay all costs for such services or methods as may be necessary to rid the premises of pests, odors, or damages. The Resident shall pay to the Management a NON-REFUNDABLE FEE OF $100.00 and an additional monthly fee to be included with rent payment of $25.00. Management has the right to evict if pet is brought into premises without permission, or if pet is larger than 20 pounds. If Management permits, pet must be over one year old, under 20 pounds, and all cats must be spayed/neutered.

**FIXTURES AND**
**PERSONAL PROPERTY**: 2. Personal property, if any, of the Management located on the premises shall become a part of the premises and the lease. An inventory of such items designated as fixtures shall be attached and shall become a part of this lease.

The items designated as follows are the personal property of the Management and may be used by the Resident at the discretion of the Management on the hereinafter specified terms. Resident agrees not to abuse these items or remove them from the premises and Resident is responsible for any repairs resulting from use other than normal wear and tear.

- ☐ Range
- ☐ Blinds/Verticals
- ☐ Ceiling Fans
- ☐ Central Heat/Air
- ☐ Refrigerator

RP

# RESOLUTION 16-405

## TO APPROVE LAND ACQUISITION PURCHASE FOR TRACT 156 OF THE DUPLEX ROAD WIDENING PROJECT

**WHEREAS**, the City of Spring Hill is in the process of widening Duplex Road; and

**WHEREAS**, in order to complete the project, the City must acquire land in the form of right-of-ways and easements from property owners along Duplex Road; and

**WHEREAS**, the City is working with Tennessee Department of Transportation on this project, known as State Project Number 60LPLM-F2-019 and Federal Project Number STP-M-247(9); and

**WHEREAS**, the cost of the acquisition will be $10,030.00 to the tract owner (Joshua and Lanae Schlessman) and $500.00 to the closing agent (Southeast Title of Tennessee, Inc.) for closing costs.

**NOW THEREFORE, BE IT RESOLVED,** that the City of Spring Hill, Board of Mayor and Aldermen authorizes a total land acquisition purchase in the amount of $10,530.00 to Southeast Title of Tennessee, Inc., 40 Middleton Street, Nashville, TN 37210 for Tract number 156 of the Duplex Road widening project.

Passed and adopted this 19th day of January, 2016.

_____
Rick Graham, Mayor

ATTEST:

_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____
Patrick Carter, City Attorney

# AGREEMENT OF SALE
# CITY OF SPRING HILL
# MAURY COUNTY, TENNESSEE

PROJECT Duplex Road Widening
FEDERAL PROJECT # STP-M-247(9)
STATE PROJECT # 60LPLM-F2-019

ADDRESS 300 Cheairs Court, Spring Hill, TN
MAP/PARCEL 170A-H/017.00
TRACT # 156

This agreement entered into on this the 10 day of January, 2016, between Joshua Isaac Schlessman and Lanae Denise Schlessman, herein after called the **Seller** and the **City of Spring Hill**, shall continue for a period of 90 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the **Seller** and the **City of Spring Hill.**

A. The **Seller** hereby offers and agrees to convey to the **City of Spring Hill** lands identified as **Tract # 156** on the right-of-way plan for the above referenced project upon the **City of Spring Hill** tendering the purchase price of **$10,030**, said tract being further described on the attached legal description.

B. The **City of Spring Hill** agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. The **City of Spring Hill** will reimburse the **Seller** for expenses incidental to the transfer of the property to the **City of Spring Hill**. Real Estate Taxes will be prorated.

*The following terms and conditions will also apply unless otherwise indicated:*

C. Retention of Improvements: ( ) Does not retain improvements ( ) Not applicable ( x )
**Seller** agrees to retain improvements under the terms and conditions stated in the attached agreement to this document and made a part of this Agreement of Sale.

D. Utility Adjustment Not applicable ( x )
The **Seller** agrees to make, at the **Seller's** expense, the below listed repair, relocation or adjustment of utilities owned by the **Seller**. The purchase price offered includes $ 0 to compensate the owner for those expenses.

E. Other: This agreement includes compensation for the installation and removal of 25 LF of temporary 4' chain link fencing with top rail.

F. The **Seller** states in the following space the name of any Lessee of any part of the property to be conveyed and the name of any other parties having any interest in any kind of said property:
N/A

**Seller:** _____ **Seller:** _____

LPA Approved Offer 1.0 (11/01/06)

AMENDED

# CITY OF SPRING HILL
# APPROVED OFFER -- BASIS, SUMMARY & AUTHORIZATION

(THIS FORM MAY BE USED FOR STAFF NPP)

| | | | |
|---|---|---|---|
| (2)STATE PROJECT NO: | 60LPLM-F2-019 | (3)FEDERAL PROJECT NO: | STP-M-247(9) |
| (4)LPA PROJECT ID NUMBER: | N/A | (5)TRACT NUMBER: | 156 |
| (6)PROPERTY OWNERSHIP: | Mr. Joshua Isaac Schlessman & Mrs. Lanae Denise Schlessman | | |
| (7)COUNTY: | Williamson County | (8)MAP/PARCEL NUMBER: | 170A-H-17.00 |
| (9)APPRAISER: | Ted A. Boozer, MAI | | |
| (10)APPRAISER CONCLUSION OF TOTAL AMOUNT DUE OWNER: | | $ | 9,700 |
| (11)EFFECTIVE DATE OF VALUATION: | 24/15 | (12)APPRAISAL TYPE (FORMAL, FPA, or NPP): | FPA |

## ACQUISITION AREAS & APPROVED COMPENSATIONS

| | ACQ. AREAS | | COMPENSATIONS | (13)ALTERNATE OFFER | |
|---|---|---|---|---|---|
| INTERESTS ACQUIRED | AREA | ACS/SF | (Rounded) | Partial-Acquisition Remainder Declared Uneconomic Remnant | N/A |
| (14)FEE-SIMPLE | 389 | SF | $ 2,470 | | |
| (15)PERM. DRNGE. ESM'T. | 500 | SF | $ 3,175 | | |
| (16)SLOPE ESM'T. | 119 | SF | $ 453 | | |
| (17)AIR RIGHTS | | | | | |
| (18)TEMP. CONST. ESM'T. | 652 | SF | $ 1,245 | | |
| (19)LNDOWNR IMPRVMTS. | | | $ 2,180 | | |
| TOTL ACQUISITIONS | | | $ 9,523 | | |
| (20)DAMAGES | | | $ 470 | | |
| (21)SPECIAL BENEFITS | | | | | |
| NET DAMAGES | | | | | |
| (22)UTILITY ADJUSTMENT | | | | | |
| TOTL LNDOWNR COMP. | | | $ 9,993 | | |
| (23)TENANT IMPRVMTS. | | | | | |
| TOTAL TRACT COMPENSATION | | | $ 9,993 | | |
| **Total Tract Compensation Rounded To** | | | $ 10,000 | | |

## (24)COMMENTS & EXPLANATIONS AS NECESSARY

Temporary fencing along the boundary of the TCE will be needed to maintain utility of the rear yard during construction, and this payment will be included by the reviewer. Approximately 25 LF of fencing will be required (4' chain link with top rail). The cost estimate was obtained from surveys of fencing contractors in the project area and includes removal of the temporary fence at the end of construction. The temporary fencing cost is $13.12 x 25 LF = $328, (R) $330. This amount is added administratively to the damages in Line (20) above.

| | | | |
|---|---|---|---|
| OFFER PREPARED BY: | David S. Pipkin, CG-437, Consultant Review Appraiser | DATE: | 12/15/2015 |

| | |
|---|---|
| SIGNATURE OF PREPARER: | David S Pipkin |
| AGENCY AUTHORIZATION BY: | Date & Signature Of Authorizing Party |

# CITY OF SPRING HILL TENNESSEE
## ADMINISTRATIVE SETTLEMENT REQUEST

**TO:** City of Spring Hill **DATE:** 12/16/2015

**FROM:** Brenda Walsh **TRACT:** 156

**OWNER:** Joshua Isaac and Lanae Denise Schlessman **FEDERAL ROW:** STP-M-24 (9)

**COUNTY:** Maury / Williamson **STATE ROW:** 60LPLM-F2-019

**APPROVED OFFER**

**Appraiser:** Ted Boozer, MAI

**Amount:** $ 10,000 **Proposed Take:** 389 sf

**Before Acreage:** 8668 sf **Remainder Acreage:** 8279 sf

**COUNTEROFFER:** $ 10,030 **AMOUNT INCREASE:** $ 30

**JUSTIFICATIONS FOR SETTLEMENT** **PERCENTAGE INCREASE:** 0.3%

The increase of $ 30 which is less than the administrative costs required to acquire the property through condemnation procedures. It is in the City's best interest to accept the owner's counter proposal (shown above) rather than take the risk of proceeding to condemnation, which could result in a jury's award consideration of a much greater amount.

**ADDITIONAL INFORMATION**

The review appraiser calculated the total tract compensation to be $10,000 or $30 less than the combined total of the appraiser's rounded calculation of amount due owner ($9,700) plus the amount added by the review appraiser for 25 lf of temporary 4' chain link fencing with top rail ($330).

$9,700 + $330 = $10,030. Form 2 dated 12/15/15 approved an offer of $10,000. Offer must be increased to $10,030.

THESE ARE DAMAGES

**COUNTEROFER APPROVED AS FOLLOWS:**

LAND: $ IMPROVEMENTS: $

SLOPE EASEMENT: $ CONSTRUCTION EASEMENT: $

DAMAGES TO REMAINDER: $ UTILITY ADJUSTMENT: $

**GRAND TOTAL:** $ 0 **CITY OF:** SPRING HILL

City Administrator 12/21/15

**Title:** **Date**

Victor Law City Administrator; City of Spring Hill

# TENNESSEE DEPARTMENT OF TRANSPORTATION
# REAL PROPERTY EMINENT DOMAIN
# APPRAISAL REVIEW REPORT
# (RIGHT OF WAY ACQUISITION)

This appraisal review has been conducted in accordance with the Scope of Work Rule and Standard 3 of the *Uniform Standards of Professional Appraisal Practice*, as promulgated by the Appraisal Foundation. This review and this review report are intended to adhere to the Standard 3 in effect as of the date of this review was prepared. The appraisal and appraisal report have been considered in light of the Standards 1 & 2 in effect as of the date the appraisal was prepared - not necessarily the effective date of valuation.

The purpose of this technical review is to develop an opinion as to the compliance of the appraisal report identified herein to the *Uniform Standards of Professional Appraisal Practice*, the *Uniform Relocation Assistance & Real Property Acquisition Act*, and the Tennessee Department of Transportation's *Guidelines for Appraisers*; and further develop opinions as to the completeness, accuracy, adequacy, relevance, reasonableness, and appropriateness of opinions presented in the appraisal report as advice to the acquiring agency in its development of a market value offer to the property owner. This review is conducted for the Tennessee Department of Transportation and is the intended user.

**City of Spring Hill**

All estimates of value prepared for agency acquisitions shall be based on "market value" - as defined and set forth in the Tennessee Pattern Jury Instructions to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied." Compensations are in compliance with the Tennessee State Rule.

---

**Section (A) Identification & Base Data:**

**(1)** State Project Number: **60LPLM-F2-019** **(2)** County: **Williamson** **(3)** Tract No.: **156**
Federal: **STP-M-247(9)**
Pin: **103169.00**

**(4)** Owner(s) of Record: **Mr. Joshua Isaac Schlessman & Mrs. Lanae Denise Schlessman**
**300 Cheairs Court, Spring Hill, TN 37174**

**(5)** Address/Location of Property Appraised: **300 Cheairs Court, Spring Hill, Williamson County, TN, 37174**

**(6)** Effective Date of the Appraisal: **2-4-2015**

**(7)** Date of the Report: **3-12-2015**

**(8)** Type of Appraisal:
- ☐ Formal
- ☒ Formal Part-Affected

**(9)** Type of Acquisition:
- ☐ Total
- ☒ Partial

**(10)** Type of Report Prepared:
- ☒ Appraisal Report
- ☐ Restricted Appraisal Report

**(11)** Appraisal & Review Were Based On:
- ☒ Original Plans (Assumed)
- ☐ Plan Revision Dated: _____

**(12)** Author(s) of Appraisal Report: **Ted A. Boozer, MAI (CG-973)**

**(13)** Effective Date of Appraisal Review: **3-30-2015**

**(14)** Appraisal Review Conducted By: **Gary R. Standifer, MAI, CCIM**
**STANDIFER & ASSOCIATES, INC.**

**(15)** Ownership Position & Interest Appraised: (Unless indicated herein to the contrary, the appraisal is of a 100% ownership position in fee simple. (Confirm 100% or state the specifics otherwise.))

**Ownership Position & Interest Appraised is Fee Simple according to Appraisal Report and Right-of-Way Plans. Please note plans have wrong ownership and tax map and parcel.**

**(16)** Scope of Work in the Performance of this Review: (Review must comply with all elements and requirements of the Scope of Work Rule and Standard 3 of USPAP, and must include field inspection (at least an exterior inspection of the subject property and all comparable data relied on in the appraisal report.)) **Development of an independent estimate of value is not a part of this review assignment.**

**Upon receipt of the appraisal report, all comparable sales were visually inspected from the public right of way and confirmed using available data services (CRS data and actual courthouse records). Additionally, narrative descriptions (in the Market Data Brochure) of the subject neighborhood/market area were reviewed for accuracy. A field review of the subject property was conducted to verify the descriptions in the appraisal report and to more closely inspect the areas being directly affected by the proposed acquisition. Analyses and conclusions contained within the appraisal report were also reviewed as to their applicability to the subject property, the area being acquired, and to the impact, if any, on the remainder property. Additionally, a search was conducted using the information services noted above to see if any comparable sales had been overlooked by the appraiser. Additionally, listings on the project and in the general area were collected and inspected. The plans and cross sections were obtained from the City of Spring Hill. These plans have been reviewed and compared to the plans and cross sections included and/or referenced in Mr. Boozer's appraisal report. It is assumed the plans provided by the City of Spring Hill are the most current plans available as of the date of this appraisal review. Having reviewed the appraisal report and available data, this review report has been completed by the review appraiser.**

## Section (B): Property Attributes:

**(1)** Total Tract Size as Taken From the Acquisition Table: **0.199** Acres (s)

**(2)** Does the Appraisal Identify One or More "Larger Parcels" That Differ in Total Size From the Acquisition Table? (If "Yes," what is it and is it justified?)(Explain)(Describe Land)

**No.**

**(3)** List/Identify Affected Improvements (If appraisal is "Formal," then all improvements must have been described in the appraisal report and must be listed here. If the appraisal is "Formal Part-Affected," then only those affected improvements should have been described in the appraisal report and listed here.) Listing by Improvement Number & Structure Type is adequate here.)

| | |
|---|---|
| 1- **Wood Frame** | 2- **Landscaping** |
| 3- | 4- |
| 5- | 6- |
| 7- | 8- |
| 9- | 10- |
| 11- | 12- |
| 13- | 14- |
| 15- | 16- |

## Section (C) Valuation Approaches Processed and Reconciled "Before Value" Estimates

Approaches Utilized: ☒ Cost ☒ Sales Comparison ☐ Income

Reconciled Value Estimates (Total Tract or Larger Parcel(s)):

Land: **$55,000**

Improvements: **$2,180**

Total: **$57,180**

Comments:

## Section (D) Acquisitions:

**(1)** Proposed Land Acquisition Areas (As taken from the appraisal report):

| | | | |
|---|---|---|---|
| [a] | Fee Simple: | **389** | S.F. ~~Acre(s)~~ |
| [b] | Permanent Drainage Easement: | **500** | S.F. ~~Acre(s)~~ |
| [c] | Slope Easement | **119** | S.F. ~~Acre(s)~~ |
| [d] | Air Rights: | | S.F./Acre(s) |
| [e] | Temporary Construction Easement: | **652** | S.F. ~~Acre(s)~~ |
| [f] | | | S.F./Acre(s) |

**(2)** Proposed Improvement Acquisition(s): Improvement Number & Structure Type

1- **Wood Frame - $240**
1- **Landscaping - $1,940**
3-
4-
5-
6-
7-
8-
9-
10-
11-
12-
13-
14-
15-
16-
17-
18-
19-
20-

## Section (E) Damages/Special Benefits:

## Section (F) Valuation Approaches Processed and Reconciled "After-Value" Estimates

Approaches Utilized: ☒ Cost ☒ Sales Comparison ☐ Income

Reconciled Value Estimates (Total Tract or Larger Parcel(s)):

Land: **$47,559**

Improvements: **- 0 -**

Total: **$47,480 (R)**

Comments:

## Section (G) Review Comments

**"Before" & "After" Valuation (include Comments for "NO" Responses to Questions 1 - 7 & "YES" Response to Question 8).**

**(1)** Are the conclusions of highest and best use (before & after) reasonable and adequately supported?

**Conclusions of highest and best use in the before and after situations appear reasonable and adequately supported. FPA - Assignment.**

**(2)** Are the valuation methodologies (before & after) appropriate?

**Valuation methodologies used by the appraiser in the before and after situations are adequate. FPA - Assignment.**

**(3)** Are the data employed relevant & adequate to the (before & after) appraisal problems?

**Data employed by the appraiser appears to be relevant and adequate to the before and after situations appraisal problem. FPA - Assignment.**

**(4)** Are the valuation techniques (before & after) appropriate and property applied?

**The valuation techniques in the before and after situations were adequate. FPA - Assignment.**

**(5)** Are the analyses, opinions, and conclusions (before & after) appropriate and reasonable?

**Analyses, opinions and conclusions in the before and after situations appear appropriate. FPA - Assignment.**

**(6)** Is the report sufficiently complete to allow proper review, and is the scope of the appraisal assignment broad enough to allow the appraiser to fully consider the property and proposed acquisitions?

**The submitted FPA report is sufficiently complete to allow proper review. The scope of this assignment is broad enough to allow the appraiser to fully consider the property as appraised and the proposed acquisition.**

**(7)** Is the appraisal report under review generally compliant with *USPAP*, the *Uniform Act*, and TDOT's *Guidelines for Appraisers*?

**The submitted appraisal report appears to be generally compliant with USPAP, the Uniform Act, and TDOT's Guidelines for Appraisers. Please note this was an FPA - Assignment.**

**(8)** Do the general and special "Limiting Conditions and Assumptions" outlined in the appraisal report limit the valuation to the extent that the report cannot be relied on for the stated use?

**The general and special "Contingent and Limiting Conditions" in the submitted appraisal report do not limit the appraiser's valuation of the subject property. FPA - Assignment.**

Appraisal Report Conclusions – Amounts Due Owner

| | | |
|---|---|---|
| (a) | Fee Simple: | **$2,470** |
| (b) | Permanent Drainage Easement: | **$3,175** |
| (c) | Slope Easement: | **$453** |
| (d) | Air Rights: | |
| (e) | Temporary Construction Easement: | **$1,245** |
| (f) | | |
| (g) | Improvements: | **$2,180** |
| (h) | Compensable Damages: | **$140** |
| (I) | Special Benefits: | |
| (j) | Total Amount Due Owner by Appraisal | **$9,663** |

☒ I **DO** Recommend Approval of this Report

☐ I **DO NOT** Recommend Approval of this Report

Comments:

**Mr. Boozer's value conclusions are approved for the purpose of negotiation. Mr. Boozer provides a cost-to-cure to re-enclose the wood privacy fence in the after situation. This is considered appropriate.**

Appraisal Review Consultant(s)
**Gary R. Standifer, MAI, CCIM**

**CG-28**
State License/Certification No(s):

☒ Consultant ☐ Staff

**4-6-2015**
Date of Appraisal Review Report

Additional Comments:

**The reviewer received an electronic copy of the Tract 156 report submitted by Mr. Boozer. Corrections and/or revisions to the appraisal were requested and submitted by Mr. Boozer in the form of electronic copy Revised Appraisal Report. It is assumed appraisal reports submitted to the City of Spring Hill incorporate any requested corrections and/or revisions which were subsequently made to the appraisal report at the request of the reviewer. The reviewer has printed the most recent appraisal report and retains it in the file for Tract 156.**

**Please note there are some minor errors within Mr. Boozer's report. These errors do not effect the value conclusions or the amount due owner.**

## Section (H) Certification

I certify to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.

I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.

My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.

My analyses, opinions and conclusions were developed and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice* (USPAP). In addition, my analyses, opinions and conclusions were developed and this report has been prepared in conformity with the requirements of the *Code of Professional Ethics* and the *Standards of Professional Practice of the Appraisal Institute.*

I did personally inspect the exterior of the subject property of the work under review.

No one provided significant appraisal or appraisal review assistance to the person signing this certification.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, Gary R. Standifer has completed the continuing education program of the Appraisal Institute.

Appraisal Review Consultant(s)
**Gary R. Standifer, MAI, CCIM**

☒ Consultant ☐ Staff

**3-30-2015**
Date of Appraisal Review Report

## Section (I) Limiting Conditions & Assumptions

This appraisal review report has been made with the following general limiting conditions and assumptions:

(1) Unless stated herein to the contrary, it is specifically assumed that the author of the appraisal report under review made the required contact with the property owner, and conducted the appropriate inspections and investigations.

(2) Unless stated herein to the contrary, it is specifically assumed that the right-of-way plans upon which the appraisal was based are accurate.

(3) Unless stated herein to the contrary, it is specifically assumed that all property (land & improvement) descriptions are accurate.

(4) Unless stated herein to the contrary, no additional research was conducted by the review appraiser.

(5) Unless stated herein to the contrary, all specific and general limiting conditions and assumptions outlined in the appraisal report submitted for review are adopted herein.

# APPRAISAL REPORT
# CITY OF SPRING HILL, TENNESSEE

THE PURPOSE OF THIS APPRAISAL IS TO ESTIMATE THE FAIR MARKET VALUE FOR SR 247 (DUPLEX ROAD) RIGHT-OF-WAY PURPOSES

## 1. Name, Address & Telephone Numbers:

**(A) Owner:** **(B) Tenant:** None

Mr. Joshua Isaac Schlessman &
Mrs. Lanae Denise Schlessman.
300 Cheairs Court
Spring Hill, TN 37174
Property Contact: Mr. Joshua Schlessman
Ph: 615-806-1625

**(C) Address and/or location of subject:**

The subject property is located at the southeast corner of Duplex Road and Baker Creek Drive and the northeast corner of Baker Creek Drive and Cheairs Drive; in Spring Hill, Williamson County, Tennessee. The subject property is identified as Lot 94 on the Final Plat of Section One (1) of Baker Springs Subdivision. The property is also identified as Parcel 17.00, Group H, on Tax Map 170A by the Williamson County Property Assessor's Office. The street address is 300 Cheairs Court, Spring Hill, Williamson County, TN 37174.

## 2. Detail description of entire tract:

**Site:** The subject property consists of a tract of land containing 0.199 acre or 8,668 SF located at the southeast corner of Duplex Road and Baker Creek Drive and the northeast corner of Baker Creek Drive and Cheairs Court; in Spring Hill, Williamson County, Tennessee. The physical features of the site are described as follows. **Size:** 0.199 acre or 8,668 SF. The site area is based on recorded deeds, plat map, tax assessor and the R.O.W. Acquisition Table for Tract 156.; **Shape:** Tract 156 is an irregular rectangular in shape; **Frontage/Depth:** 78.10' of frontage along the south side of Duplex Road; 90.87' along the east side of Baker Creek Drive; and 50.14' along the north side of Cheairs Court. The depth of the tract ranges from 90.87' to 115.93'. **Access:** The site has legal access along the north side of Cheairs Court, a residential street (cul-de-sac) within the Baker Springs Subdivision. **Topography:** The subject tract is a developed residential lot which is cleared and level; **Drainage:** Drainage appears visually adequate to the northwest corner; **Visibility:** Good; **Exposure:** Good; **Utilities:** Electricity, water, sewer, cable, and telephone services are located along the frontage areas; **Improvements:** Single-family dwelling, driveway, wood privacy fence and landscaping. **Easements:** The easements appear typical and we are not aware of any easements that would adversely affect the utility of the subject; **Flood Plain:** FEMA Map 47119C0070 E, dated April 16, 2007; no portion of subject site is located within a flood hazard area.

**Site Improvements:** Site improvements located within the acquisition area include ornamental trees, bushes, shrubs, and a mulched flower bed, which are subdivision improvements located on the subject tract and owned by the subject tract owners. The site improvements impacted by the project are included below:

1. **Fencing** - Approximately 25 lineal feet of 6'-high, scalloped wood privacy fencing located within the TCE acquisition area along Duplex Road.

2. **Landscaping** – this improvement includes approximately 700 SF of mulched landscaped beds located around 3 medium-sized ornamental trees, 3 medium-sized shrubs, and 6 medium-sized bushes. The landscaped areas are located within the slope, drainage, and temporary construction easement areas along the Duplex Road and Baker Creek Drive frontages.

**3. (A) Tax Map and Parcel No.** 170A/H/17.00 **(B) Is Subject in a FEMA Flood Hazard Area? Yes** ___ **No** X
**If yes, Show FEMA Map/Zone No.**

**4. Interest Acq.:** **Fee** [X] **Drainage Esm't.** [X] **Construction Esm't.** [X] **Slope Esm't.** [X] **Other:** ___

**5. Acquisition:** **Total** [ ] **Partial** [X]

**6. Type of Appraisal:** **Formal** [ ] **Formal Part-Affected** [X] **1. Appraisal Report** [X]
**2. Restricted Report**

**Intended Use of Report** – This "Formal Part-Affected" appraisal of a 100% ownership position is intended for the sole purpose of assisting the City of Spring Hill, Tennessee in the acquisition of land for right-of-way purposes. This appraisal pursuit excludes those property elements (land and/or improvements) that are not essential considerations to the valuation solution.

This is an Appraisal Report, which is intended to comply with Standard Rule 2-2(a). As such, it presents only summary discussions of the data, reasoning and analysis that were used in the appraisal process. Supporting documentation that is not provided within the report is retained in the appraiser's work file or can be obtained from the Market Data Brochure. The depth of discussion contained in this report is specific to the needs of the client.

# APPRAISAL REPORT – CONT'D....

**7. Detailed Description of Land Acquired:**

**Fee Acquisition:** The fee acquisition includes a 389 SF (0.009 acre) portion of land consisting of the subject's northern border along Spring Hill-Duplex Road and Baker Creek Drive. The proposed ROW extends roughly 78' across the subject's northern border, with widths ranging from 4'-10''. The fee acquisition forms an irregular rectangle shape. The area consists primarily of lawn.

**Slope Easement:** The slope easement acquisition contains 119 SF (0.0027 acre) and consists of two cut slope areas outside the present and proposed ROW. The first, irregular-shaped cut slope easement is located at the southeast corner of Duplex Rd. and Baker Creek Dr. and extends roughly 20' in length along the northern border and measures roughly 1'-3' in width. The second, rectangle-shaped cut slope begins along the central portion of the northern border and extends roughly 100' to the northeast border. This easement area measures roughly 2'-4' wide and consists of lawn and a small portion of landscaped bed.

**Permanent Drainage Easement:** The permanent drainage acquisition includes 500 SF (0.0115 acre) and consists of one irregular-shaped permanent drainage easement area outside the present and proposed ROW and within the cut slope area along the northwest property line. This acquisition area measures roughly 1'-18''-wide by 40'-long. The area contains lawn and landscaped bed.

**Temporary Construction Easement:** The temporary construction easement contains 652 SF (0.015 acre) and consists of a triangle-shaped, 1' to 3'-wide by roughly 25'-long strip of land outside the present ROW along the Baker Creek Drive frontage. The second irregular rectangle-shaped TCE area measures roughly 60' long by 10'-14'-wide and is located along the Duplex Road frontage. The TCE areas include lawn and a 25' section of wood privacy fencing. This easement will be used for traffic control, erosion control, and a work zone during the construction process.

**8. Sales of Subject:** *(Show all recorded sales of subject in past 5 years; show last sale of subject if no sale in past 5 years.)*

| Sale Date | Grantor | Grantee | Book Page | Verified Consideration | How Sale Amount Verified |
|---|---|---|---|---|---|
| 09/16/2011 | Fannie Mae a/k/a Federal National Mortgage Association | Joshua Isaac Schlessman & Lanae Denise Schlessman | Bk 5395 Pg 245 | $135,000 | Special Warranty Deed |

| Existing Use | Zoning | Utilities Available | Off Site Improvements | Area Lot or Acreage |
|---|---|---|---|---|
| Single Family Residential | R-2 PUD; Medium Density Residential | Water, sewer, natural gas, electricity, cable, telephone | SR 247 & Baker Creek Dr. & Cheairs Ct. | 0.199 acre or 8,668 square feet |

**9. Highest and Best Use:** *(Before Acquisition, summarize the support and rationale for the opinion)*

Highest and Best Use is defined by the Appraisal Institute as: *"The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."* (Page 93, The Dictionary of Real Estate Appraisal, Fifth Edition).

The definition indicates that there are two types of highest and best use. The first type is highest and best use of land or a site as though vacant. The second is highest and best use of a property as improved. Each type requires a separate analysis. Moreover, in each case, the existing use may or may not be different from the site's highest and best use. The highest and best use of an improved property will only be for another use when the value of the land as if vacant exceeds the value of the property as improved plus demolition costs.

**As Vacant**

**Legally Permissible:** According to the current ***Zoning Regulations*** for the City of Spring Hill, subject Tract 156 is currently zoned R-2 PUD, Residential Planned Unit Development, which permits single-family detached dwellings and residential planned use developments.

**Physically Possible:** The subject site's physical characteristics: size, shape, access, visibility, location, topography and availability of utilities render it suitable for uses permitted by zoning. Given the shape of the tract and general topography, a single family dwelling could be developed and would conform well to surrounding single family dwellings within the subject residential subdivision and neighborhood.

**Financially Feasible:** Spring Hill has experienced explosive growth over the past decade. Based on current economic conditions, site size, location, and current and proposed development along the SR 247 corridor, development of the site with a single family dwelling is considered to be financially feasible at this time.

**Maximally Productive:** Based on the subject's zoning, present market conditions and physical characteristics, the highest and best use of the subject site, as vacant, is to develop the property with a single family residence would maximize the property's development potential.

| This Appraisal Is Based On Original Plans | X | Or Plan Revision | | Dated: 2012 |
|---|---|---|---|---|

Comments: All areas are based on of plans provided by the TDOT dated 2012 and a ROW Acquisition Table dated 2012.

# OTHER IMPROVEMENTS

11.

| | | | | | |
|---|---|---|---|---|---|
| Structure No. | 1 | No. Stories | N/A | Age | 8 | Function | Wood Fence |
| Construction | Wood | Condition | Average/Good | Sq. Ft. Area | 25 LF |
| Replacement Cost | $380 | Depreciation | $143 | Indicated Value $ | $240 (r) |

OTHER COMMENTS AND EXPLANATION OF REPRODUCTION COST AND DEPRECIATION:
Based on estimates from New Fence of Tennessee (615-423-9421) and Affordable Fence Co. (888-382-4952), with support from Marshall Valuation Service, the cost to install this improvement is $15.25 per lineal foot, or $380 (rounded), which includes miscellaneous overhead/management/design fees. The improvements have an estimated effective age of 6 years. Based on a total economic life of 16 years, physical depreciation is estimated at 37.5% using the straight-line method (6/16 = 37.5%).

# OTHER IMPROVEMENTS

| | | | | | |
|---|---|---|---|---|---|
| Structure No. | 2 | No. Stories | N/a | Age | ±10 | Function | Landscaping |
| Construction | N/a | Condition | Average | Sq. Ft. Area | N/a |
| Reproduction Cost | $1,940 | Depreciation | N/a | Indicated Value $ | $1,940 |

OTHER COMMENTS AND EXPLANATION OF REPRODUCTION COST AND DEPRECIATION:
Based on cost figures derived from cost estimates were based on interviews with John Deere Landscapes, Sunrise of Nashville, and Southern Contractors, with support from Marshall Valuation Service. The cost to replace these improvements is estimated to be $1,485. In addition, according to interviews, the replacement cost for mulching is estimated to be $0.65/SF or $455 (rounded). Therefore, the contributory value of the yard improvements attributable to landscaping in the acquisition is estimated to be $1,940. Included in the cost estimate are miscellaneous overhead/management/design fees. Physical depreciation is not applicable. Tables with type, size and cost estimates of yard improvements attributable to trees/shrubs/bushes…are included below:

**Ornamental Trees**

| *Type* | *Size Range (CI)* | *Total Size (CI)* | *Price per Caliper Inch* | *Price per Tree* | *Total Cost per Type* |
|---|---|---|---|---|---|
| 3 Medium Trees | 3 CI Average | 9 CI | $100.00 | $300 | $900 |

**Shrubs/Bushes**

| *Shrubs/Plants/Flowers/Grasses* | *Quantity* | *Price per Item* | *Total Cost per Type* |
|---|---|---|---|
| Medium Shrubs | 3 | $65.00 | $195 |
| Medium Bushes | 6 | $65.00 | $390 |
| ***Total*** | ***Total –9*** | | ***$585*** |

*Summary of Indicated Values* $2,180

| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 60LPLM-F2-019 | County | WILLIAMSON | Tract No. | 156 |
| Federal Project No. | STP-M-247(9) | Name of Appraiser | Ted A. Boozer, MAI | | |

# SALES COMPARISON APPROACH

## 14. LAND VALUE ANALYSIS

**ADJUST SALES TO SUBJECT USING** (Plus +, Subject Better)(Minus -, Subject Poorer) Using Dollar Adjustments Only.
If the land is broken down and assigned more than one unit value, additional sales must be shown supporting each value.

**(A) ANALYSIS OF COMPARABITLITY** (Insert Comp. Sale No's. from Brochure or Attachments)

| **Inspection Date** | | Sale No. LS1 | | Sale No. LS2 | | Sale No. LS3 | |
|---|---|---|---|---|---|---|---|
| **CASH EQUIVALENT Sales Price** | | $90,000 | | $65,000 | | $63,000 | |
| **Date of Sale** | **# of Periods** | 07/10/2014 | 7 Months | 03/31/2014 | 11 Months | 06/17/2014 | 8 Months |
| **% Per Period** | **Time Adj.** | 0.42% | 2.92% | 0.42% | 4.58% | 0.42% | 3.33% |
| **Sales Price Adj. for Time** | | $92,628 | | $67,977 | | $65,098 | |
| **Proximity to Subject** | | ±4.80 miles | | ±4.90 miles | | ±0.65 mile | |
| **Unit Value Land** SF ☐ FF ☐ Acre ☐ Lot ☒ | | $92,628 | | $67,977 | | $64,052 | |
| **Elements** | **Subject** | **Description** | **(+)(-) Adj.** | **Description** | **(+)(-) Adj.** | **Description** | **(+)(-) Adj.** |
| **Location (A)** | Spring Hill (Williamson) | Spring Hill (Williamson) | 0 | Spring Hill (Williamson) | 0 | Spring Hill (Williamson) | 0 |
| **Size (B)** | 8,668 SF | 13,148 | 0 | 13,445 | 0 | 10,000 | 0 |
| **Shape (C)** | Irr. Rectangle | Irregular Rectangle | 0 | Irregular Rectangle | 0 | Rectangle | 0 |
| **Site/View (D)** | Residential | Residential | 0 | Residential | 0 | Residential | 0 |
| **Topography (E)** | Level | Level | 0 | Level | 0 | Level | 0 |
| **Access (F)** | Cheairs Court | Miles Johnson Pkwy | 0 | Red Water Court (Cul de Sac) | 0 | San Giovanni Court | 0 |
| **Zoning (G)** | R-2 PUD | R-2 | 0 | R-2 PUD | 0 | R-2 | 0 |
| **Utilities Available (H)** | Water, Sewer, Electricity, Gas, Telephone | Water, Sewer, Gas, Electricity, Telephone | 0 | Water, Sewer, Electricity, Gas, Telephone | 0 | Water, Sewer, Electricity, Gas Telephone | 0 |
| **Encumbrances Easements, etc. (I)** | Typical | Typical | 0 | Typical | 0 | Typical | 0 |
| **Off-Site Improvements (J)** | SR 247/ Baker Creek Dr./Cheairs Ct.. | 2 lane Secondary Residential Road | 0 | 2-lane Secondary Roads | 0 | Buckner Lane & SR 247 | 0 |
| **On-Site Improvements (K)** | Driveway, Sidewalk & Landscaping | Driveway & Sidewalk | 0 | Driveway & Sidewalk | 0 | Driveway & Sidewalk | 0 |
| Other Adj. (Specify) **(L)** | | | | | | | |
| **(M)** | | | | | | | |
| **(N)** | | | | | | | |
| **NET ADJUSTMENTS** | | (+)(-) | 0 | (+)(-) | 0 | (+)(-) | 0 |
| ADJUSTED INDICATED UNIT VALUE | | | $92,628 | | $67,977 | | $65,098 |

**COMMENTS: Continued on following page....**

# SALES COMPARISON APPROACH

## 14. LAND VALUE ANALYSIS

**ADJUST SALES TO SUBJECT USING** (Plus +, Subject Better) (Minus -, Subject Poorer) Using Dollar Adjustments Only. If the land is broken down and assigned more than one unit value, additional sales must be shown supporting each value.

**(A) ANALYSIS OF COMPARABITLITY** (Insert Comp. Sale No's. from Brochure or Attachments)

| **Inspection Date** | | Sale No. LS4 | | Sale No. LS5 | | Sale No. | |
|---|---|---|---|---|---|---|---|
| **CASH EQUIVALENT Sales Price** | | $54,000 | | $54,000 | | $ | |
| **Date of Sale** | **# of Periods** | 03/27/2013 | 23 Months | 04/08/2013 | 22 Months | | |
| **% Per Period** | **Time Adj.** | 0.42% | 9.58% | 0.42% | 9.17% | | 0.00% |
| **Sales Price Adj. for Time** | | $59,173 | | $58,952 | | $ 0 | |
| **Proximity to Subject** | | ±0.50 mile | | ±0.10 miles | | | |
| **Unit Value Land** SF ☐ FF ☐ Acre ☐ Lot ☒ | | $59,173 | | $58,952 | | | |
| **Elements** | **Subject** | **Description** | **(+)(-) Adj.** | **Description** | **(+)(-) Adj.** | **Description** | **(+)(-) Adj.** |
| **Location (A)** | Spring Hill (Williamson) | Spring Hill (Williamson) | 0 | Spring Hill (Williamson) | 0 | | |
| **Size (B)** | 8,668 SF | 10,322 | 0 | 12,815 | 0 | | |
| **Shape (C)** | Irr. Rectangle | Sl. Irregular Rectangle | 0 | Irregular | 0 | | |
| **Site/View (D)** | Residential | Residential | 0 | Residential | 0 | | |
| **Topography (E)** | Level | Level | 0 | Level | 0 | | |
| **Access (F)** | Cheairs Court | Sakari Circle | 0 | Sakari Circle | 0 | | |
| **Zoning (G)** | R-2 PUD | R-2 | 0 | R-2 | 0 | | |
| **Utilities Available (H)** | Water, Sewer, Electricity, Gas, Telephone | Water, Sewer, Electricity, Gas, Telephone | 0 | Water, Sewer, Electricity, Gas, Telephone | 0 | | |
| **Encumbrances Easements, etc. (I)** | Typical | Typical & 10' ROW | 0 | Typical | 0 | | |
| **Off-Site Improvements (J)** | SR 247/ Baker Creek Dr./Cheairs Ct. | Buckner Lane & Duplex Road | 0 | Buckner Lane & Duplex Road | 0 | | |
| **On-Site Improvements (K)** | Driveway, Sidewalk & Landscaping | Driveway & Sidewalk | 0 | Driveway & Sidewalk | 0 | | |
| Other Adj. (Specify) **(L)** | | | | | | | |
| **(M)** | | | | | | | |
| **(N)** | | | | | | | |
| **NET ADJUSTMENTS** | | (+)(-) | 0 | (+)(-) | 0 | (+)(-) | $0 |
| ADJUSTED INDICATED UNIT VALUE | | | $59,173 | | $58,952 | | |

(B) TOTAL INDICATED LOT VALUE OF SUBJECT ( $55,000 **X** 1 Lot ) $55,000
**Correlated Unit Value X Units**

Comments: Continued on following page…..

# ADDITIONAL COMMENTS

## 14. LAND VALUE ANALYSIS: Continued from preceding page.....

In this area, the most widely accepted method of valuing residential lots is on a price per lot basis. Therefore, I used the per lot unit value as the appropriate unit of measurement for the subject site. As shown in the preceding analysis, five closed sales form a value range from $58,952 to $92,628/lot, with an average of $68,766/lot and a median of $65,098/lot, after adjusting for market conditions.

The sales were compared to the subject based on property rights conveyed, financing, sale conditions, market conditions, and physical characteristics. To the best of our knowledge, all the sales represented arms-length transactions, which included the fee simple estate property rights. In addition, all of the sales were cash to seller conveyances, whereby financing was not a factor in the sales price. To our knowledge, there were no unusual sale conditions involved in any of the transactions.

**Market Conditions:** As discussed in the Market Data Brochure, an annual 5% market conditions adjustment was deemed appropriate, which equates to 0.42% per month. Therefore, a 2.92% upward adjustment was applied to Sale LS1 (7 months x 0.42% = 2.92%), which equates an adjusted price of $92,628. Similarly, a 4.58% upward adjustment was applied to Sale LS2 (11 months x 0.42% = 4.58%), which equates an adjusted price of $67,977. A 3.33% upward adjustment was applied to Sale LS3 (8 months x 0.42% = 3.33%), which equates an adjusted price of $65,098. A 9.58% upward adjustment was applied to Sale LS4 (23 months x 0.42% = 9.58%), which equates an adjusted price of $59,173. A 9.17% upward adjustment was applied to Sale LS5 (22 months x 0.42% = 9.17%), which equates an adjusted price of $58,952.

**Location:** All five closed sales are located in subdivisions within the city limits of Spring Hill (Williamson County) and are similar to the subject in this regard. Sale LS1 and Sale LS2 are located in the Autumn Ridge and Arbors at Autumn Ridge Subdivisions, which are west of Columbia Pike (Hwy 31) and are least similar to the subject in terms of proximity. Similar to the subject, Sale LS3, located in Benevento East Subdivision, and Sales LS4 and LS5, located in the Dakota Pointe Subdivision, are all located east of Columbia Pike (Hwy 31) and are accessible from Duplex Road. All of the comparable sales are located in Williamson County. Generally, land located in Williamson County is considered superior to land located in Maury County and we have considered this trend on a qualitative basis.

**Size:** The sales range in size from 10,000 SF to 13,445 SF, with an average size of 11,946 SF. The subject contains a total land area of 8,668 SF, which falls below the size range of the comparable sales. Typically, an inverse relationship exists between size and price/SF, with smaller tracts selling at higher prices/SF. The correlation between size and price/SF is not strongly supported by the unit values and sizes. Therefore, I have considered the size of the subject in relation to the comparable sales on a qualitative basis.

**Shape:** The subject tract offers an irregular rectangle-shaped site, which is similar to comparable Sale LS3. Sales LS1, LS2, LS4, and LS5, which are irregular in shape. As shape does not appear to be significant in this analysis, no adjustments were necessary.

**Topography:** The subject lot exhibits basically level and cleared topography, which is similar to the five comparable sales. Therefore a topography/development potential adjustment is not warranted.

**Access:** The subject has legal access along Cheairs Court, a residential cul-de-sac. The subject is in close proximity to both Port Royal Road and Duplex Road and access is considered good to these roadways. All of the comparable sales have legal access along their respective frontages and are similar to the subject in this regard. It is important to note, Sale LS2 is located along a cul-de-sac and Sale LS1 fronts Miles Johnson Parkway; which provides direct access to Duplex Road from the west side of Columbia Pike (Hwy 31). Differences in access will be considered on a qualitative basis.

**Zoning:** The subject property is zoned R-2 PUD (Medium Density Residential), which is most similar to Sale LS. As mentioned in the zoning section of the Market Data Brochure, allowable uses for the subject property include single-family detached dwellings and residential planned use developments. The comparable sales are zoned R-2; therefore, no adjustments are warranted.

**Utilities:** The subject has water, sewer, electricity, cable and telephone services on-site. All the closed sales have similar utilities; therefore, no adjustments are supported.

**Encumbrances, Easements, Etc.:** Sale LS4 is encumbered by a R.O.W. dedication area (Buckner Road). The subject and the remaining comparable sales have typical utility easements and building setbacks. Any differences in encumbrances/easements will be considered on a qualitative basis.

**Off-Site Improvements:** The subject property offers a two-lane residential street in close proximity to primary roadways. All of the comparable sales offer similar off-site improvements.

**On-Site Improvements:** The subject property offers a paved driveway and sidewalk. All of the comparable sales are similar in this regard.

# ADDITIONAL COMMENTS

## 14. LAND VALUE ANALYSIS: Continued from preceding page.....

**Valuation Summary:** In conclusion, the five comparables provide a reasonable range from which the subject's value can be determined. After considering the adjustments discussed above, the sales form a unit price range from $58,952 to $92,628/lot, with an average of $68,766/lot and a median of $65,098/lot, after adjusting for market conditions. On a price per square foot basis, the comparable sales ranged from $4.60/SF to $7.04/SF, with a mean of $5.79/SF and a median of $5.73/SF. Sales LS3-LS5, located east of Columbia Pike along Duplex Road, were considered most similar to the subject in terms of location. These sales form a lot price range from $58,952 to $65,098/lot, with an average of $61,074/lot and a median of $59,173/lot .On a price per square foot basis, these sales ranged from $4.60/SF to 6.51/SF, with a mean and median of $5.61 and $5.73/SF, respectively. Therefore, with all pertinent factors considered, including, size, shape and location, we have selected a market value of **$55,000** for the subject's 8,668 SF single-family lot, which equates to $6.35/SF. This price per square foot value will be utilized throughout the remainder of the report for valuation purposes.

**17. EXPLANATION and/or BREAKDOWN OF LAND VALUES:**

**(A) VALUATION OF LAND**

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LAND | 1 | S.F. | ☐ | F.F. | ☐ | ACRE | ☐ | LOT | ☒ | @ $ 55,000 | (Average) Per Unit | $ 55,000 |
| LAND | | S.F. | ☐ | F.F. | ☐ | ACRE | ☐ | LOT | ☐ | @ $ | (Average) Per Unit | $ |
| LAND 7 | | S.F. | ☐ | F.F. | ☐ | ACRE | ☐ | LOT | ☐ | @ $ | (Average) Per Unit | $ |
| LAND | | S.F. | ☐ | F.F. | ☐ | ACRE | ☐ | LOT | ☐ | @ $ | (Average) Per Unit | $ |
| LAND | | S.F. | ☐ | F.F. | ☐ | ACRE | ☐ | LOT | ☐ | @ $ | (Average) Per Unit | $ |

REMARKS

None

**18. APPROACHES TO VALUE CONSIDERED**

| | | | | |
|---|---|---|---|---|
| (A) Indicated Value of | ☐ Entire Tract | ☒ Part Affected from SALES COMPARISON APPROACH | | $ $55,000 |
| (B) Indicated Value of | ☐ Entire Tract | ☐ Part Affected from COST APPROACH | | $ |
| (C) Indicated Value of | ☐ Entire Tract | ☐ Part Affected from INCOME APPROACH | | $ |

**(D) RECONCILIATION:** (Which approaches were given most consideration) (Single-Point Conclusion Should be Reasonably Rounded)

The Sales Comparison Approach was the only approach deemed appropriate to determine the market value of the subject site. The value indication derived from the Sales Comparison Approach was $55,000. The improvements in Item 11 are affected by the project and have an estimated value of $2,180, which were added to the estimated land value in the Sales Comparison Approach to estimate the total value of the part affected. Inclusive of the estimated value of the existing improvements, I estimate the value of the subject property to be $57,180

**19. FAIR MARKET VALUE** of ☐ Entire Tract ☒ Part Affected..... $ 57,180

**(A) TOTAL AMOUNT DUE OWNER** if ☐ Entire Tract ☒ Part Affected Acquired..... $ 9,700

**(B) AMOUNT ATTRIBUTABLE TO:** Land $ 55,000 Improvements $ 2,180

REMARKS

The estimated contributory values of the existing improvements that benefit the subject tract are shown below:

| | |
|---|---|
| Improvement 1: | $240 |
| Improvement 2: | $1,940 |
| **Total Improvement Value** | **$2,180** |

State Project No. 60LPLM-F2-019 County WILLIAMSON Tract No. 156

Federal Project No. STP-M-247(9) Name of Appraiser Ted A. Boozer, MAI

# PARTIAL ACQUISITION

20.

**VALUE OF ENTIRE TRACT** ..... $57,180

**AMOUNT DUE OWNER IF ONLY PART ACQUIRED (Detail breakdown)**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| A. | | Land Acquired (Fee) | 389 | S.F. | X | | @ $6.35 | $2,470 |
| | | Land Acquired (Fee) | | S.F. | | Ac. | @ | |
| | Drainage Esmt. | | 500 | S.F. | X | Ac. | @ $6.35 | $3,175 |
| | Slope Esmt. | | 119 | S.F. | X | Ac. | @ $3.81 | $453 |
| | Const. Esmt. | | 652 | S.F. | X | Ac. | @ $1.91 | $1,245 |

B. Improvements Acquired (Indicate which improvements by showing structure numbers)

Improvements No. 1 & 2 — $2,180

C. Value of Part Acquired Land & Improvements (Sub-Total)..... $9,523

D. Total Damages (See Explanation, Breakdown and Support on Sheet 2A-9). $140

E. Sum of A, B and D: ..... $9,663

F. Benefits: (Explain and deduct from D. Amount must not exceed incidental damages).... $0

G. TOTAL AMOUNT DUE OWNER; if only part is Acquired..... 9,700 (r)

21. VALUE OF REMAINDER (See 2A-9 for Documentation of Remainder Value)

A. LAND REMAINDER

| | | | | | | AMOUNT PER UNIT BEFORE | AMOUNT PER UNIT AFTER | DAMAGES % | DAMAGES $ | REMAINING VALUE |
|---|---|---|---|---|---|---|---|---|---|---|
| Left | | S.F. | | Ac. | | | | | | |
| | | S.F. | | Ac. | | | | | | |
| | | S.F. | | Ac. | | | | | | |
| Right | 8,279 | S.F. | X | Ac. | | $6.35 | $6.35 | 0% | $52,572 | $52,572 |
| | | S.F. | | Ac. | | | | | | |
| | | S.F. | | Ac. | | | | | | |

REMAINDER VALUE OF LAND..... $ 52,572
LESS AMOUNT PAID FOR EASEMENTS IN ITEM 20A..... $ 4,873
LESS COST TO CURE (Line 20-D)..... $ 140
TOTAL REMAINDER VALUE OF LAND..... $ 47,559

B. IMPROVEMENTS REMAINDER

| | BEFORE VALUE | DAMAGES % | DAMAGES $ | REMAINING VALUE |
|---|---|---|---|---|
| Improvement No. | | | | |
| Improvement No. | | | | |
| Improvement No. | | | | |
| Improvement No. | | | | |
| Improvement No. | | | | |

REMAINDER VALUE OF IMPROVEMENTS..... 0
LESS COST TO CURE ITEMS..... 0
TOTAL REMAINDER VALUE OF LAND & IMPROVEMENTS..... $47,480 (r)

REMARKS: None.

State Project No. 60LPLM-F2-019 County WILLIAMSON Tract No. 156
Federal Project No. STP-M-247(9) Name of Appraiser Ted A. Boozer, MAI

SUMMARY OF REMAINDER

APPRAISERS DESCRIPTION OF REMAINDER AND EXPLANATION OF DAMAGES OR BENEFITS

(Supplement to Items 20 and 21, Pages 2A-8)

A full narrative description of the remainder (s) must be given on all partial acquisitions. The after value estimates, both land and improvements shall be documented and supported by one or more of the applicable approaches to value.

**23. HIGHEST AND BEST USE AFTER ACQUISITION:**

The highest and best use of the right remainder, which consists of 8,279 SF (0.190 acre), will remain unchanged after the acquisition.

**24. DESCRIBE REMAINDER (S):**

Upon completion of the project, a ±5'-wide concrete sidewalk will be located along the southern R.O.W along Spring Hill-Duplex Road and a and a ±9'-wide asphalt, multi-purpose walking path will be located along the northern R.O.W of Spring Hill-Duplex Road Spring Hill-Duplex Road will be curbed and guttered along both frontages. Spring Hill-Duplex Road will consist of three lanes, including one (1), center-left turn lane, one (1) dedicated east bound travel lane, and one (1), dedicated west bound lane. Diagonal transverse channelization markings will separate the west bound lane from the center-east and left turn lanes. Stop bars and stop signs will be installed at the intersection of Spring Hill Duplex Road and Baker Creek Drive.

According the Plans and R.O.W. Acquisition Table provided by TDOT, there will be a remainder area to the right of the center line containing 0.190 acres, or 8,279 SF. The remainder will change slightly in terms of size from the "before situation" due to the small fee acquisition (389 SF). Therefore, the basic shape and frontage of the tract remains the same in the "after situation". The remainder area to the right of the centerline will have the same basic characteristics before and after acquisition. The topography of the tract will remain basically unchanged from the "before situation", with two cut slopes in place along the Duplex Road frontage and a catch basin within the drainage easement within the northwest corner. In terms of proximity, the northern exterior of the subject's dwelling is approximately 60' from Duplex Road in the "before situation". The majority of the proposed ROW measures 5' in width along the subject's Duplex Road frontage; therefore, in the "after situation" it is estimated that Duplex Road will be approximately 55' from the subject dwelling's northern exterior. The subject will benefit directly from the proposed improvements, offsetting any incidental damages to the remainder. Consequently, the market value of the remainder after the acquisition is unchanged from the before situation.

**Fee Acquisition:** The 389 SF fee acquisition is valued at 100% of fee value, or $6.35/SF.

**Slope Easement:** The slope easement acquisition contains 119 SF (0.0027 acre) outside the present and proposed ROW. A slope easement chart is included below:

| Slope Easement Chart | | | |
|---|---|---|---|
| **Slope Type** | **Location** | **Station** | **Grade** |
| Cut | Duplex Road/Baker Creek Dr. | 109+60.22–109+80.00 | 3:1-4:1 |
| Cut | Duplex Road | 110+02.07-110+38.03 | 3:1-4:1 |

The slope easements will consist of two cut slope areas on 3:1 grade to 4:1 grade in the "after situation". The first, irregular-shaped cut slope easement is located at the southeast corner of Duplex Rd. and Baker Creek Dr. and extends roughly 20' in length along the northern border and measures roughly 1'-3' in width. This easement begins at Station 109+60.22 and ends at Station 109+80. The second slop easement extends roughly 100' to the northeast border. This easement area measures roughly 2'-4' wide and begins at Station110+02.07 and ends at Station 110+38.03 The slope easement areas will consist of cut slopes on 3:1 to 4:1 grades in the "after situation" and should be reasonably easy to maintain by the property owner. The slope easement area can also still be used to meet setback requirements, lot coverage ratios, etc. Consequently, this acquisition is valued at 60% of fee value or $3.81/SF ($6.35/SF x 60%).

**Permanent Drainage Easement:** The permanent drainage acquisition includes 500 SF (0.0115 acre) and consists of one irregular-shaped permanent drainage easement area outside the present and proposed ROW and within the cut slope area along the northwest property line. This acquisition area measures roughly 1'-18''-wide by 40'-long. This acquisition is valued at 100% of fee value or $6.35/SF

**Temporary Construction Easement:** The temporary construction easement contains 652 SF (0.015 acre) and consists of a triangle-shaped, 1' to 3'-wide by roughly 25'-long strip of land outside the present ROW along the Baker Creek Drive frontage. The second irregular rectangle-shaped TCE area measures roughly 60' long by 10'-14'-wide and is located along the Duplex Road frontage. The TCE areas include lawn and a 25' section of wood privacy fencing. This easement will be used for traffic control, erosion control, and a work zone during the construction process. An annual rental rate of 10% of fee value for the three year anticipated time frame (30%) is considered to be reasonable. Calculated as follows: $6.35/SF x 30% = $1.91 per SF for the TCE

SUMMARY OF REMAINDER

APPRAISERS DESCRIPTION OF REMAINDER AND EXPLANATION OF DAMAGES OR BENEFITS

(Supplement to Items 20 and 21, Pages 2A-8)

CONT'D.....

A full narrative description of the remainder (s) must be given on all partial acquisitions. The after value estimates, both land and improvements shall be documented and supported by one or more of the applicable approaches to value.

**24. DESCRIBE REMAINDER (S): CONT'D.....**

**Cost-to-Cure Damages:** In the before situation, approximately 25 of wood privacy fencing and landscaping (3 trees, 6 bushes, and mulch) were located within the acquisition areas. In the after situation, these improvements will need to be replaced to make the owners whole. The site improvements and their previously estimated replacement cost new are listed as follows:

1. **Wood Fencing** – The estimated replacement cost new for this improvement is estimated to be $380.
2. **Landscaping** – The estimated replacement cost new for these improvement are estimated to be $1,940.

Based on the preceding analysis, the total replacement cost new is $2,320. As previously discussed, the depreciated value of the improvements was estimated at $2,180. Therefore, the indicated cost-to-cure damages equals $140.

**25. Amount of DAMAGE This Page To--2A-8, Item 20-D** $140

**(A) Amount of BENEFITS This Page To--2A-8, Item 20-F** $0

State Project No. 60LPLM-F2-019 County WILLIAMSON Tract No. 156

Federal Project No. STP-M-247(9) Name of Appraiser Ted A. Boozer, MAI

# PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.

STP/HHP-247- (10)
94092-1224-14
TRACT 156
FEBRUARY 4, 2015

SE View of Acquisition Areas along the Baker Creek Drive & Duplex Road Frontages; Improvements 1 & 2 in Midground

STP/HHP-247- (10)
94092-1224-14
TRACT 156
FEBRUARY 4, 2015

SE View of Acquisition Areas along the Baker Creek Drive & Duplex Road Frontages

# PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.

STP/HHP-247- (10)
94092-1224-14
TRACT 156
FEBRUARY 4, 2015

Southerly View of Acquisition Areas & Improvements along the Baker Creek Dr. Frontage

STP/HHP-247- (10)
94092-1224-14
TRACT 156
FEBRUARY 4, 2015

Northerly View of Acquisition Areas & Improvements along the Baker Creek Dr. & Duplex Road Frontages

# PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.

STP/HHP-247- (10)
94092-1224-14
TRACT 156
FEBRUARY 4, 2015

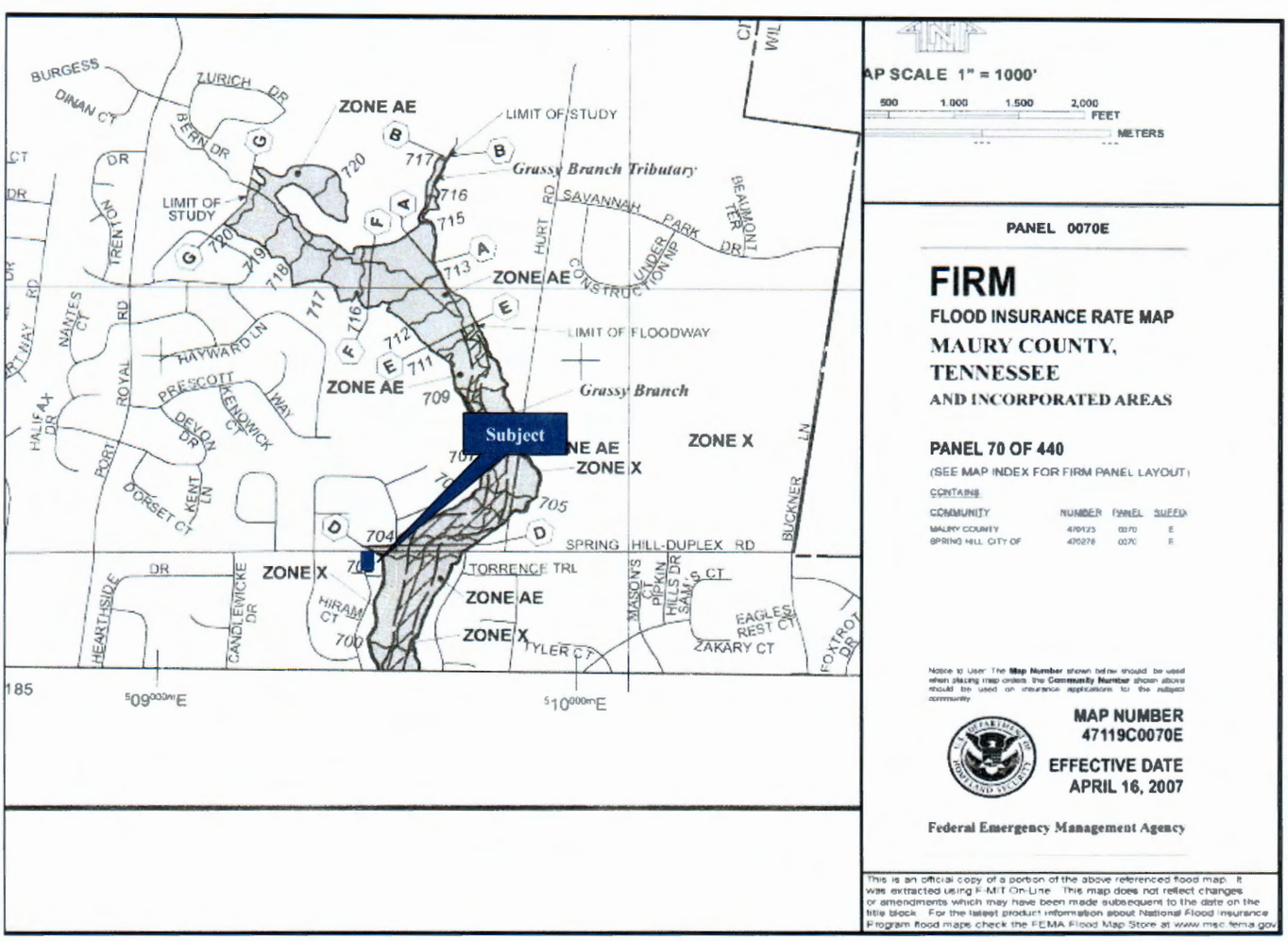
Westerly View of Privacy Fence & Site Improvements along the Duplex Road Frontage

STP/HHP-247- (10)
94092-1224-14
TRACT 156
FEBRUARY 4, 2015

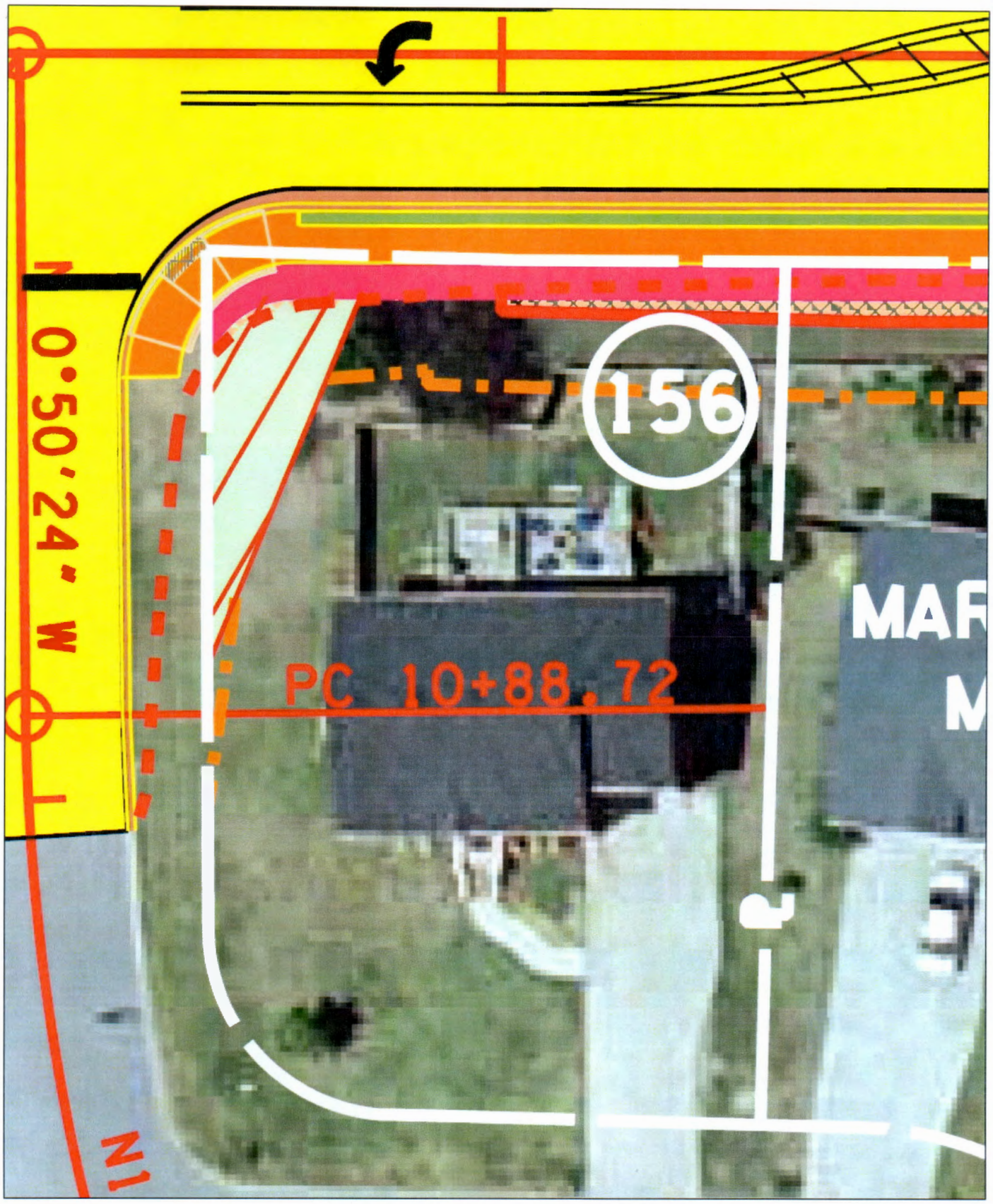
Southwesterly View of Privacy Fence & Site Improvements along the Duplex Road Frontage

# AERIAL PHOTOGRAPH

# FEMA FLOOD MAP

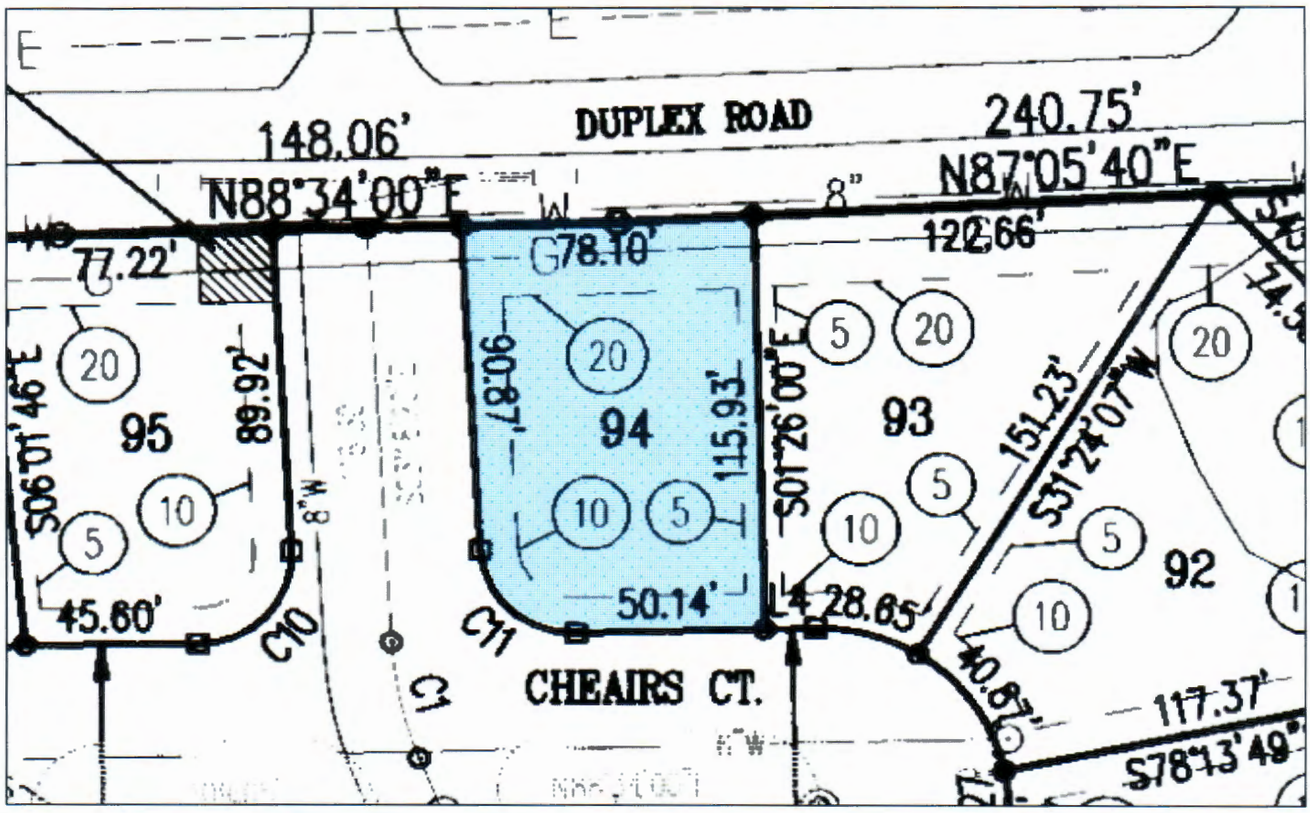


# ENGINEER OVERLAY MAP

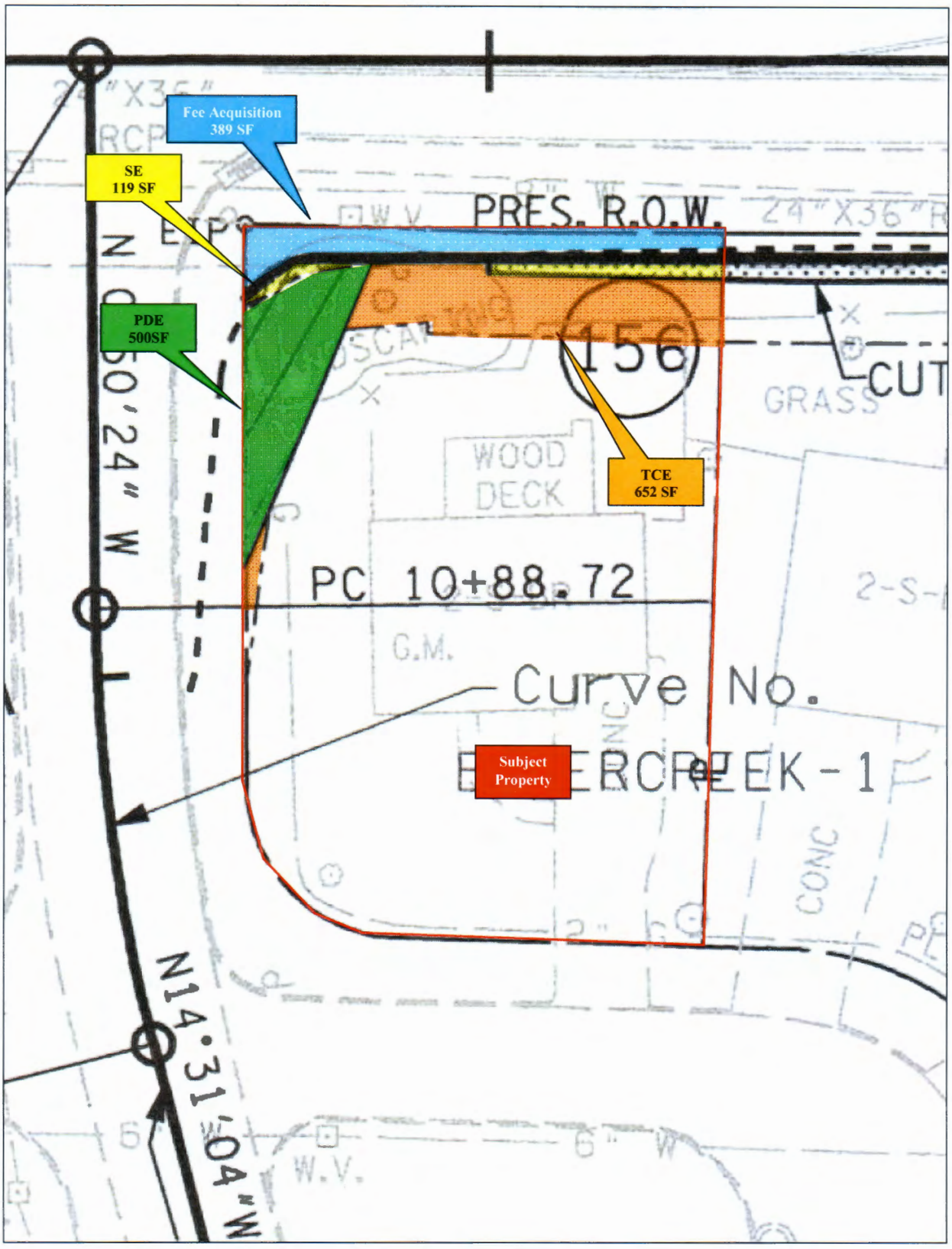



| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 60LPLM-F2-019 | County | WILLIAMSON | Tract No. | 156 |
| Federal Project No. | STP-M-247(9) | Name of Appraiser | Ted A. Boozer, MAI | | |

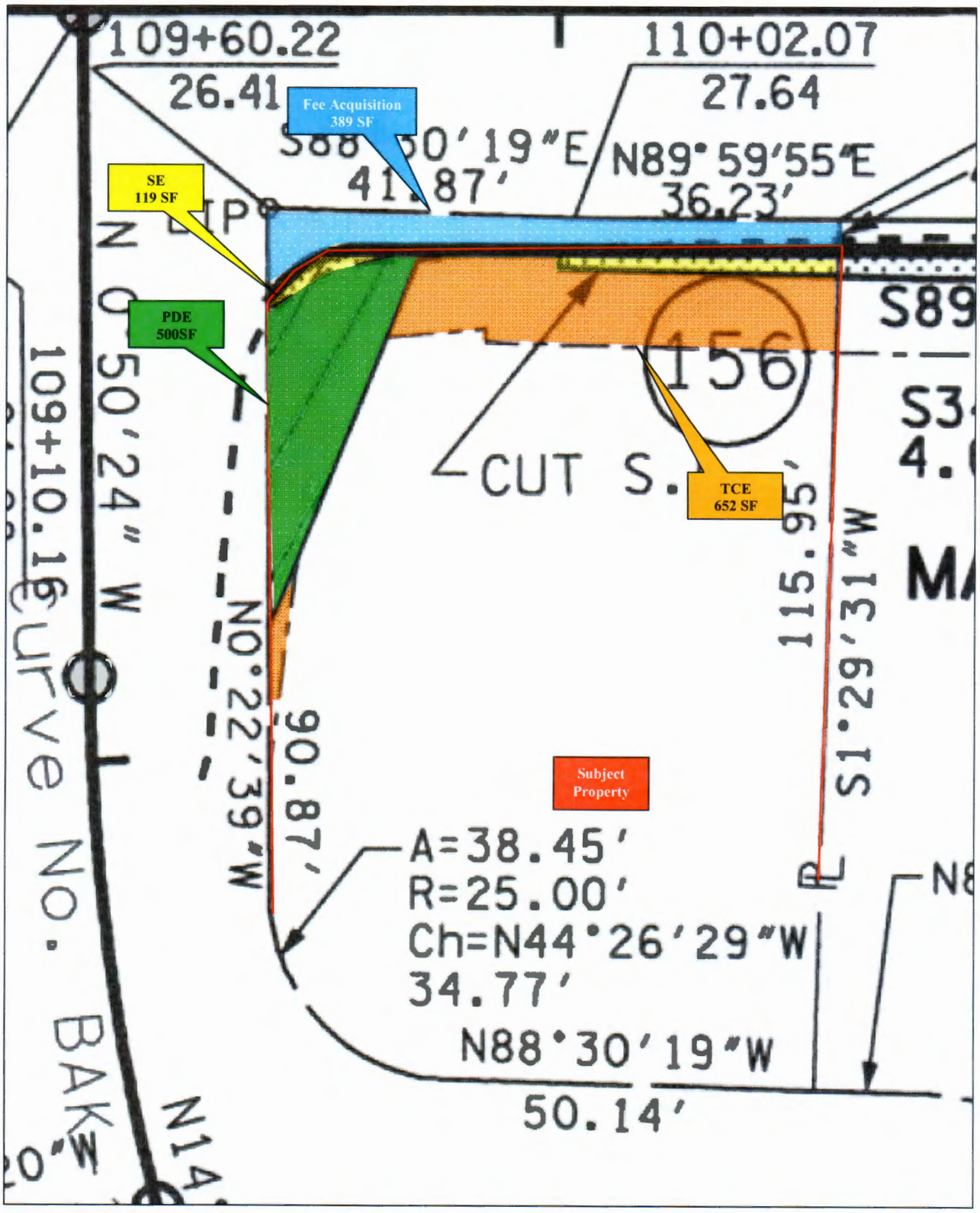
# PLAT MAP


DUPLEX ROAD
148.06'
N88°34'00"E
240.75'
N87°05'40"E
77.22'
78.10'
120.66'
95
94
93
92
89.92'
78.06'
115.93'
151.23'
S31°24'07"W
S01°26'00"E
S06°01'46"E
45.60'
50.14'
28.65'
40.87'
117.37'
S78°13'49"
CHEAIRS CT.
C10
C11
C1

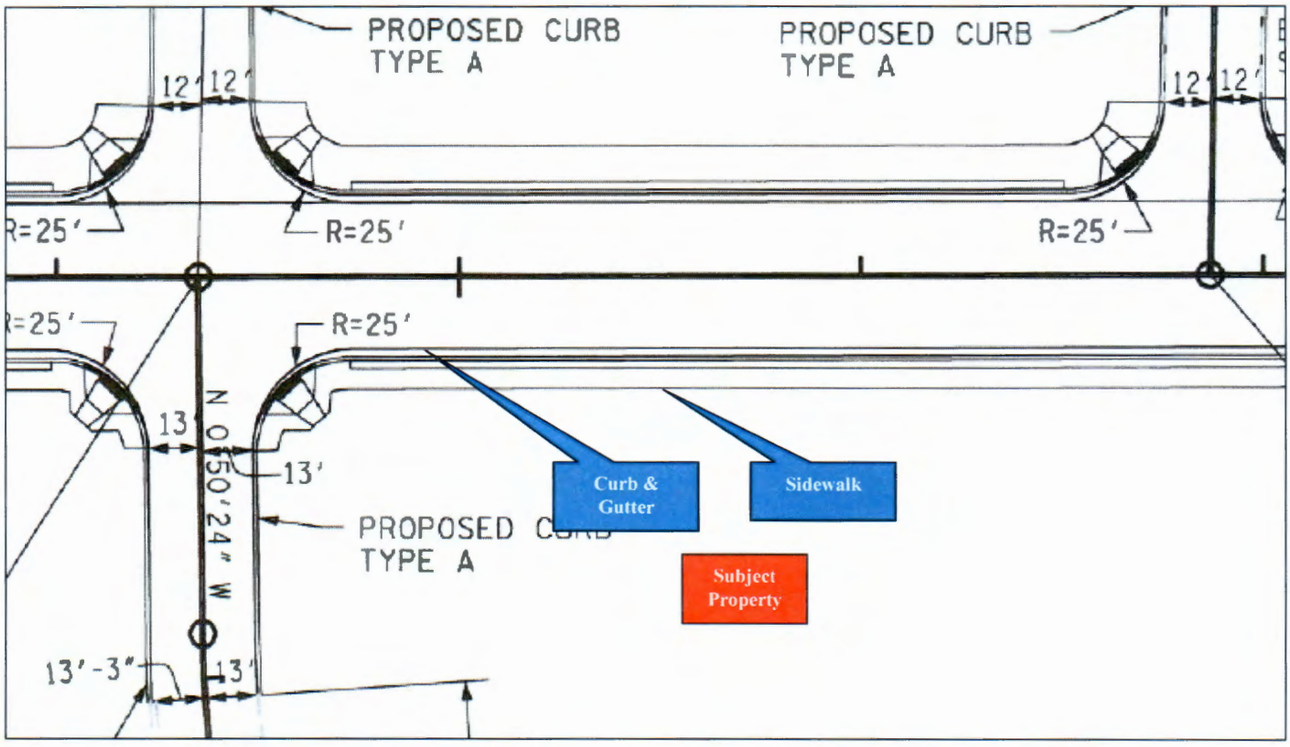
# RIGHT-OF-WAY MAP – PRESENT LAYOUT



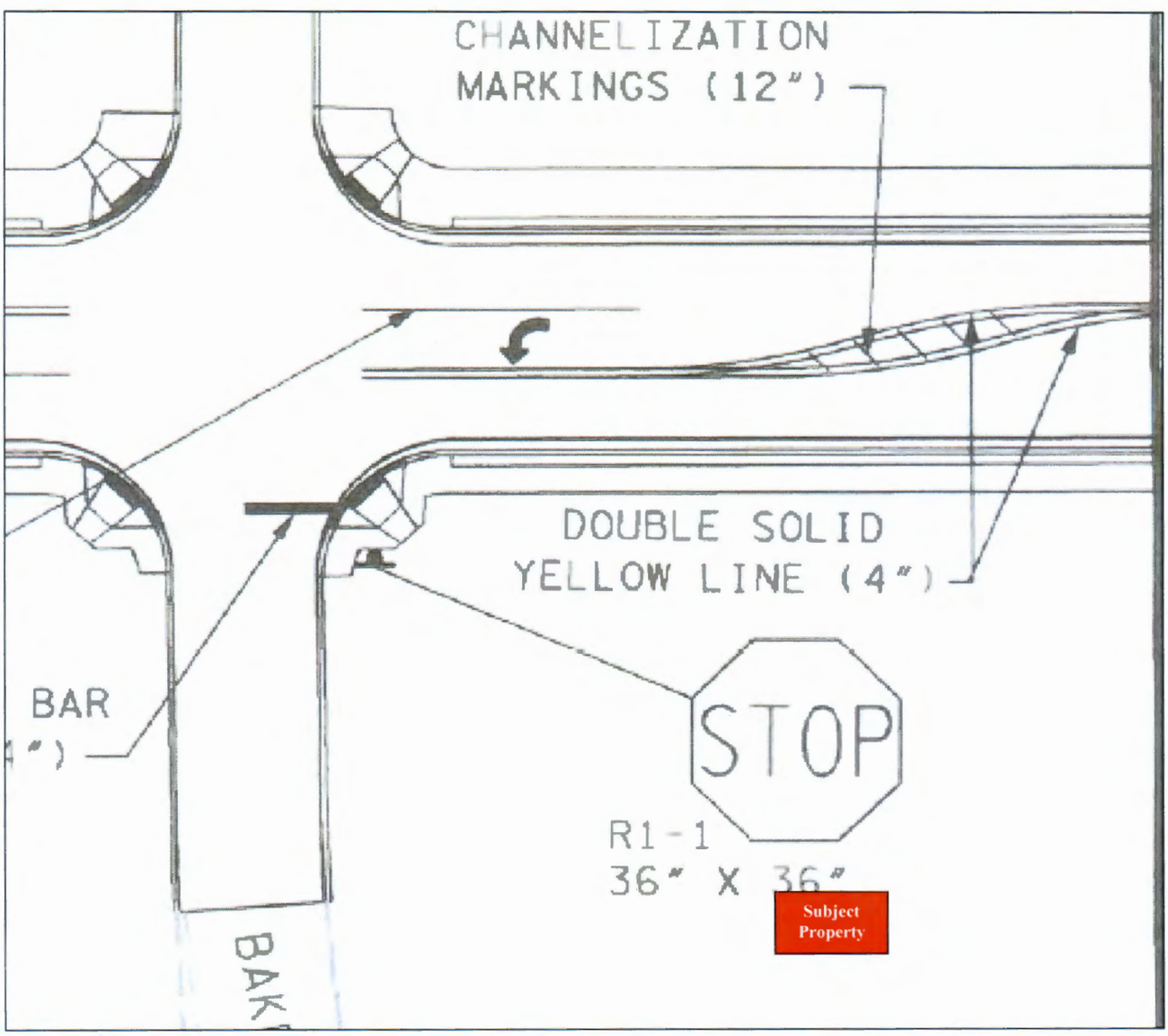
# RIGHT-OF-WAY MAP – ROW LAYOUT



## RIGHT-OF-WAY MAP – PROPOSED LAYOUT




## SIGNAGE & PAVEMENT MARKING SHEET




| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 60LPLM-F2-019 | County | WILLIAMSON | Tract No. | 156 |
| Federal Project No. | STP-M-247(9) | Name of Appraiser | Ted A. Boozer, MAI | | |

## PURPOSE OF APPRAISAL

The purpose of the appraisal is to estimate the amount due the property owner as a result of acquisition of all, or a portion of, the property for a proposed intersection improvement right-of-way project. The value estimate in this report is based on market value. See "Definition of Market Value" below.

## DEFINITION OF MARKET VALUE

All estimates of value prepared for agency acquisitions shall be based on "market value" –as defined and set forth in the *Tennessee Pattern Jury Instructions* 2nd Edition to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied".

## PROPERTY RIGHTS APPRAISED

Basic underlying property rights considered herein are those of a 100% ownership position in Fee Simple, defined as: "absolute ownership, unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat." *The Appraisal of Real Estate, 14th ed. Chicago, IL.*

The proposed acquisition consists of a fee acquisition and/or easement rights for the proposed intersections improvement project. The easement rights, if any, consist of the acquisition of less than fee simple title and in these cases the extent of the property rights conveyed have been considered in arriving at the estimate of value.

Any and all liens have been disregarded. The property is assumed to be free and clear of all encumbrances except easements or other restrictions as noted on the title report or during physical inspection of the property and mentioned in this report.

## INTENDED USE

The intended use of this appraisal is to assist the City of Spring Hill, Tennessee in Right-of-Way acquisition or disposition.

## INTENDED USER

The intended user of this report is the City of Spring Hill, Tennessee.

NOTE: If this appraisal is limited to the area affected by the acquisition for the proposed project and consists of only a part of the whole property, the value for the portion appraised cannot be used to estimate the value of the whole by mathematical extension.

Plans for the proposed construction, including cross sections of cuts and fills for the subject property, have been considered in arriving at the estimates of market value.

## ATTACHMENTS

Sales information and/or other pertinent information, which is part of this appraisal report and referenced in the text of this appraisal, can be found:

_____ attached at the end of this report.

X in a related market data brochure prepared for this project and which becomes a part of this report.

## SIGNIFICANT OBSERVATIONS AND LIMITING CONDITIONS

This appraisal is based on information provided by the property owner, public officials, property managers, real estate professionals, and other reliable sources, and is believed to be accurate. There were no extraordinary assumptions implemented in deriving a market value estimate as part of this appraisal.

It is important to note, for safety reasons, this appraisal is based on the assumption that the fencing located within the temporary construction easement and outside the existing ROW will be temporarily enclosed by the project contractor during the construction period.

## EXPOSURE TIME

It is understood that in order for the subject property to achieve the market value estimated herein, an exposure time of 6 months or less is required assuming competent marketing efforts.

## SCOPE OF WORK

The City of Spring Hill has requested an appraisal to estimate the market value of the property described herein for the purpose of acquisition or disposition. In accordance with the client's request, appropriate/required inspections and investigations have been conducted to gain familiarity with the subject of this report and the market in which it would compete if offered for sale.

Reliable data-subscription services have been utilized as the primary search tool for transfers of vacant land as well as improved properties. Deeds have been read and interviews with property owners and project-area real estate professionals conducted to the extent necessary to gain clarity and market perspective sufficient to develop credible opinions of use and value. Where construction costs are an integral part of the valuation pursuit, national cost services have been employed, but supplemented by local suppliers and contractors where necessary.

Applicable and customary approaches to value have been considered. Each of the traditional approaches to value has been processed or an explanation provided for the absence of one or more in the valuation of the subject property. For acquisition appraisals, furnished Right-of-Way plans have been utilized to visualize the property in an after-state where there is a remainder. Damages and/or special benefits have been considered for all remainders. As well, for acquisition appraisals, a "Formal" appraisal includes all real property aspects of the "Larger Parcel" as defined in this report or the tract as shown on the right-of-way plans, in the acquisition table, or extant on the ground at the time of inspection or date of possession. A "Formal Part-Affected" appraisal generally constitutes something less than a consideration of the entire tract, but in no way eliminates appropriate analyses, or diminishes the amount due owner had a "Formal" appraisal been conducted.

Acquisition appraisals are conducted in accordance with Tennessee's State Rule which asserts that the part acquired must be paid for and that special benefits can only offset damages.

## ASSUMPTIONS, EXTRAORDINARY ASSUMPTIONS, HYPOTHETICAL CONDITIONS, AND LIMITING CONDITIONS

This appraisal report has been made with the following assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions:

(1) The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

(2) Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purposes by any person other than the party to whom it is addressed without the written consent of the appraiser and in any event, only with proper written qualification and only in its entirety.

(3) The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

(4) Neither all nor any part of the contents of this report (*especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected)* shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

(5) The value estimate is based on building sizes calculated by the appraiser from exterior dimensions taken during the inspection of the subject property. Land areas are based on the Acquisition Table unless otherwise noted in this report.

(6) No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

(7) The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

(8) Responsible ownership and competent property managements are assumed.

(9) The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

10) All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

11) It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

## ASSUMPTIONS, EXTRAORDINARY ASSUMPTIONS, HYPOTHETICAL CONDITIONS, AND LIMITING CONDITIONS (continued)

(12) It is assumed that there is full compliance with all-applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

(13) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

(14) It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

(15) It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

(16) Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, area-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no additional materials on the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them or the costs involved to remove them. The appraiser reserves the right to revise the final value estimate if such substances are found on or in the property.

(17) The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, this fact could affect the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the ADA in estimating the value of the subject property.

(18) The public improvement project or its anticipation cannot be considered in the "before" value estimate; however, when there is a "remainder", the public improvement project must be considered as to its influence on said remainder(CFR, Title 49, Subtitle A, Part 24, Subpart B, Sec. 24.103(b). Source: FAQ 213

(19) This appraisal contains a hypothetical condition that the subject roadway project will be constructed according to plans and cross sections referenced in this report. The use of this hypothetical condition might have affected the assignment results.

(20) Applicable to Formal Part-Affected type of appraisal – when all the land area and/or all improvements are not appraised this is considered a hypothetical condition. The use of this hypothetical condition might have affected assignment results.

# CERTIFICATE OF APPRAISER

I certify that to the best of my knowledge and belief:

(1) The statements of fact contained in this appraisal are true and correct.

(2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

(3) I have no (or the specified) present or prospective interest in the property that is the subject of this report, and no (or the specified) personal interest with respect to the parties involved.

(4) That I have performed no (or the specified) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

(5) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

(6) My engagement in this assignment was not contingent upon developing or reporting predetermined results.

(7) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors that cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

(8) My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*, *Uniform Act*, and TDOT *Guidelines for Appraisers.*

(9) I have made a personal inspection of the property that is the subject of this report. (If more than one person signs the certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property). I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were represented by the photographs contained in said appraisal and/or market data brochure.

(10) John B. Cox, State of Tennessee Certified General Real Estate Appraiser, provided significant real property appraisal assistance to the person signing this certification.

(11) That I understand that said appraisal is to be used in connection with the acquisition of right-of-way for a highway to be constructed by the State of Tennessee with [x] without [ ], the assistance of Federal-aid highway funds, or other Federal funds.

(12) That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State.

(13) That any increase or decrease in the fair market value of real property prior to the date of valuation caused by the public improvement for which said property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.

(14) That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the City of Spring Hill or officials of the TDOT or the Federal Highway Administration and I will not do so until so authorized by State officials, or until I am released from this obligation by having publicly testified to such findings.

(15) THAT the OWNER (Name) Joshua & Lanae Schlessman were contacted on (Date) 7/8/2014 & 2/2/2015 .

[ ] In Person [X] By Phone [X] *By Mail, and was given an opportunity for he or his designated representative

(Name) Mr. Joshua Schlessman to accompany the appraiser during his or her inspection of the subject property.

The owner or his representative Declined [ ] Accepted [X] to accompany appraiser on (Date) 2/4/2015 .

**If by mail attach copy to 2A-12*

Date(s) of inspection of subject 2/4/2015

Date(s) of inspection of comparable sales 7/31/2014 & 1/21/2015

(16) That the centerline and/or right-of-way limits were staked sufficiently for proper identification on this tract.

(17) That the roadway cross sections were furnished to me and/or made available and have been used in the preparation of this appraisal.

(18) That my (our) opinion of the fair market value of the acquisition as of the 4th day of February , 2015

is $9,700 Based upon my independent appraisal and the exercise of my professional judgment.

Appraiser's Signature _____ Date of Report 3/12/2015

State of Tennessee Certified General Real Estate Appraiser License Number CG-973

| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 60LPLM-F2-019 | County | WILLIAMSON | Tract No. | 156 |
| Federal Project No. | STP-M-247(9) | Name of Appraiser | Ted A. Boozer, MAI | | |

# RESOLUTION 16-406

## TO APPROVE LAND ACQUISITION PURCHASE FOR TRACT 165 OF THE DUPLEX ROAD WIDENING PROJECT

**WHEREAS**, the City of Spring Hill is in the process of widening Duplex Road; and

**WHEREAS**, in order to complete the project, the City must acquire land in the form of right-of-ways and easements from property owners along Duplex Road; and

**WHEREAS**, the City is working with Tennessee Department of Transportation on this project, known as State Project Number 60LPLM-F2-019 and Federal Project Number STP-M-247(9); and

**WHEREAS**, the cost of the acquisition will be $18,680.00 to the tract owner (Gabriel and Jennifer Wren) and $500.00 to the closing agent (Southeast Title of Tennessee, Inc.) for closing costs.

**NOW THEREFORE, BE IT RESOLVED,** that the City of Spring Hill, Board of Mayor and Aldermen authorizes a total land acquisition purchase in the amount of $19,180.00 to Southeast Title of Tennessee, Inc., 40 Middleton Street, Nashville, TN 37210 for Tract number 165 of the Duplex Road widening project.

Passed and adopted this 19th day of January, 2016.

_____
Rick Graham, Mayor

ATTEST:

_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____
Patrick Carter, City Attorney

**CITY OF SPRING HILL**

**TENNESSEE**
**Agreement of Sale**

STATE PROJ. #: 60LPLM-F2-019 COUNTY/S WILLIAMSON

FED PROJ. # STP-M-247(9) TRACT # 165
PIN #: 103169.00 NEGOTIATOR: Ralph Rhemann DATE PRINTED: 01/07/16
OWNERS: Gabriel R. Wren and Jennifer Wren

This agreement entered into on _____ between Gabriel R. Wren and Jennifer Wren

_____ Date Seller

Name(s)

herein after called Seller and the CITY OF SPRING HILL hereinafter called CITY shall continue for a period of 90 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and the CITY

A. The Seller hereby offers and agrees to convey to the CITY all interest in the lands identified as TRACT **165** on the right-of-way plan for the above referenced project upon the CITY tendering the purchase price of **$18,680.00**, said tract being further described on the attached legal description

B. The CITY agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. The CITY will reimburse the Seller for expenses incident to the transfer of the property to the CITY. Real Estate Taxes will be prorated

The following terms and condition will also apply unless otherwise indicated:

C. Retention of Improvements Does not Retain Improvements Not applicable
Seller agrees to retain improvements under the terms and conditions stated in ROW Form-32A attached to this document and made a part of this Agreement of Sale.

D. Utility Adjustment Not Applicable _____
The Seller agrees to make at his expense the below listed repair, relocation or adjustment of utilities owned by him. The purchase price offered includes $ N/A to compensate the owner for his expenses.

E. Other

F. The Seller states in the following space the name of any Lessee of any part of the property to be conveyed and the name of any other parties having any interest of any kind in said property:

G. The seller agrees to comply with the requirements of the Statewide Storm Water Management Plan and understands that mitigation costs due to non-compliance are the responsibility of the seller.

Date Signature of Seller Date Signature of Seller

Date Signature of Seller Date Signature of Seller

LPA Approved Offer 1.0 (11/01/06)

# CITY OF SPRING HILL
# APPROVED OFFER -- BASIS, SUMMARY & AUTHORIZATION

(THIS FORM MAY BE USED FOR STAFF NPP)

| | | | |
|---|---|---|---|
| (2)STATE PROJECT NO: | 60LPLM-F2-019 | (3)FEDERAL PROJECT NO: | STP-M-247(9) |
| (4)LPA PROJECT ID NUMBER: | | (5)TRACT NUMBER: | 165 |
| (6)PROPERTY OWNERSHIP: | Mr. Gabriel Wren | | |
| (7)COUNTY: | Williamson County | (8)MAP/PARCEL NUMBER: | 166P-B-003 |
| (9)APPRAISER: | Ted A. Boozer, MAI | | |
| (10)APPRAISER CONCLUSION OF TOTAL AMOUNT DUE OWNER: | | $ | 16,100 |
| (11)EFFECTIVE DATE OF VALUATION: | 8/1/15 | (12)APPRAISAL TYPE (FORMAL, FPA, or NPP): | FPA |

## ACQUISITION AREAS & APPROVED COMPENSATIONS

| | ACQ. AREAS | | COMPENSATIONS | (13)ALTERNATE OFFER |
|---|---|---|---|---|
| INTERESTS ACQUIRED | AREA | ACS/SF | (Rounded) | Partial-Acquisition Remainder Declared Uneconomic Remnant: N/A |
| (14)FEE-SIMPLE | 2,229.000 | SF | $ 5,751 | |
| (15)PERM. DRNGE. ESM'T. | | | | |
| (16)SLOPE ESM'T. | 5,619.000 | SF | $ 7,249 | |
| (17)AIR RIGHTS | | | | |
| (18)TEMP. CONST. ESM'T. | 1,990.000 | SF | $ 1,532 | |
| (19)LNDOWNR IMPRVMTS. | | | $ 760 | |
| TOTL ACQUISITIONS | | | $ 15,292 | |
| (20)DAMAGES | | | $ 3,385 | |
| (21)SPECIAL BENEFITS | | | | |
| NET DAMAGES | | | $ 3,385 | |
| (22)UTILITY ADJUSTMENT | | | | |
| TOTL LNDOWNR COMP. | | | $ 18,677 | |
| (23)TENANT IMPRVMTS. | | | | |
| TOTAL TRACT COMPENSATION | | | $ 18,677 | |
| **Total Tract Compensation Rounded To** | | | $ 18,680 | |

## (24)COMMENTS & EXPLANATIONS AS NECESSARY

Formal part-affected appraisal of an improved residential property where the acquisition is from the rear yard which abutts Duplex Road. Fencing in the acquisition area is acquired. Temporary fencing along the boundary of the TCE will be needed to maintain utility of the rear yard during construction, and this payment will be included by the reviewer. Approximately 200 LF of fencing will be required (4' chain link with top rail). The cost estimate was obtained from surveys of fencing contractors in the project area and includes removal of the temporary fence at the end of construction.
The temporary fencing cost is $13.12 x 200 LF = $2,624, (R) $2,625

| | | | |
|---|---|---|---|
| OFFER PREPARED BY: | David S. Pipkin | DATE: | 10/27/2015 |

SIGNATURE OF PREPARER: David S Pipkin

AGENCY AUTHORIZATION BY: Date & Signature Of Authorizing Party 11/5/15

# LOCAL PUBLIC AGENCY
# REAL PROPERTY EMINENT DOMAIN
# APPRAISAL REVIEW REPORT
# (RIGHT OF WAY ACQUISITION)

This appraisal review has been conducted in accordance with the Scope of Work Rule and Standard 3 of the *Uniform Standards of Professional Appraisal Practice,* as promulgated by the Appraisal Foundation. This review and this review report are intended to adhere to the Standard 3 in effect as of the date this review was prepared. The appraisal and appraisal report have been considered in light of the Standards 1 & 2 in effect as of the date the appraisal was prepared - not necessarily the effective date of valuation.

The purpose of this technical review is to develop an opinion as to the compliance of the appraisal report identified herein to the Uniform Standards of Professional Appraisal Practice, the Uniform Relocation Assistance & Real Property Acquisition Act, and the Tennessee Department of Transportation's Guidelines for Appraisers; and further develop opinions as to the completeness, accuracy, adequacy, relevance, reasonableness, and appropriateness of opinions presented in the appraisal report as advice to the acquiring agency in its development of a market value offer to the property owner. This review is conducted for City of Spring Hill which is the intended user.

All estimates of value prepared for agency acquisitions shall be based on "market value" - as defined and set forth in the Tennessee Pattern Jury Instructions to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied." Compensations are in compliance with the Tennessee State Rule.

---

**Section (A) Identification & Base Data:**

**(1)** State Project Number: **60LPLM-F2-019** **(2)** County: **Williamson** **(3)** Tract No: **165**
Federal: **STP-M-247(9)**
Pin:

**(4)** Owner(s) of Record: **Mr. Gabriel Wren**
**2901 Faldo Lane**
**Spring Hill, TN 37174**

**(5)** Address/Location of Property Appraised:
**2901 Faldo Lane, Spring Hill, Williamson County, TN**

**(6)** Effective Date of the Appraisal: **8/1/15**

**(7)** Date of the Report: **8/27/15**

**(8)** Type of Appraisal:
- [ ] Formal
- [x] Formal Part-Affected

**(9)** Type of Acquisition:
- [ ] Total
- [x] Partial

**(10)** Type of Report Prepared:
- [X] Appraisal Report
- [ ] Restricted Appraisal Report

**(11)** Appraisal & Review Were Based On:
- [x] Original Plans
- [x] Plan Revision Dated: **8/24/15 (review)**

**(12)** Author(s) of Appraisal Report: **Ted A. Boozer, MAI**

**(13)** Effective Date of Appraisal Review: 10/27/2015

**(14)** Appraisal Review Conducted By: **David S. Pipkin**

**(15)** Ownership Position & Interest Appraised: (Unless indicated herein to the contrary, the appraisal is of a 100% ownership position in fee simple. (Confirm 100% or state the specifics otherwise.))
**100% ownership position in fee simple.**

**(16)** Scope of Work in the Performance of this Review: (Review must comply with all elements and requirements of the Scope of Work Rule and Standard 3 of USPAP, and must include field inspection ( at least an exterior inspection of the subject property and all comparable data relied on in the appraisal report.)) **Development of an independent estimate of value is not a part of this review assignment**)

**The scope of the appraisal review is to conduct a "field review" for technical compliance with USPAP, TDOT Guidelines for Appraisers and the URAPRAA of a summary appraisal report prepared by an independent fee appraiser under contract to the City of Spring Hill. In making the review appraisal, the reviewer read the appraisal, confirmed acquisition areas with right of way plans, evaluated the report for various report components required under applicable standards, and checked math. The report was evaluated with respect to adequacy of content, depth of analysis, appraisal methodology, and relevance of market data. The review assumes all factual information presented in the report is accurate and correct. I did not make independent verification of the market data. I made a physical inspection from the street of the subject property and comparable properties included in the appraisal.**

---

## Section (B): Property Attributes:

**(1)** Total Tract Size as Taken From the Acquisition Table: **0.813** Acre(s)

**(2)** Does the Appraisal Identify One Or More "Larger Parcels" That Differ In Total Size From the Acquisition Table? (If "Yes," what is it and is it justified?)(Explain)(Describe Land)

**No. The larger parcel is identified as the entire 0.813 acres of residential land. The area of the larger parcel appraised agrees with r/w plans.**

**(3)** List/Identify Affected Improvements (If appraisal is "Formal," then all improvements must have been described in the appraisal report and must be listed here. If the appraisal is "Formal Part-Affected," then only those affected improvements should have been described in the appraisal report and listed here.) Listing by Improvement Number & Structure Type is adequate here.)

| | |
|---|---|
| 1- **Wood fence** | 2- |
| 3- | 4- |
| 5- | 6- |
| 7- | 8- |
| 9- | 10- |
| 11- | 12- |
| 13- | 14- |
| 15- | 16- |
| 17- | 18- |
| 19- | 20- |

---

## Section (C) Valuation Approaches Processed and Reconciled "Before Value" Estimates

Approaches Utilized: [x] Cost [x] Sales Comparison [ ] Income

Reconciled Value Estimates (Total Tract or larger Parcel(s)):

| | |
|---|---|
| Land: | **$91,240** |
| Improvements: | **$760** |
| Total: | **$92,000** |

---

## Section (D) Acquisitions:

**(1)** Proposed Land Acquisition Areas (As taken from the appraisal report):

| | | | |
|---|---|---|---|
| [a] | Fee Simple: | **2229.000** | Sq. Ft. |
| [b] | Permanent Drainage Easement: | | Sq. Ft. |
| [c] | Slope Easement: | **5619.000** | Sq. Ft. |
| [d] | Air Rights: | **0** | Acre(s) |
| [e] | Temporary Construction Easement: | **1,990** | Sq. Ft. |
| [f] | | **0** | Acre(s) |

**(2)** Proposed Improvement Acquisition(s): Improvement Number & Structure Type

| | |
|---|---|
| 1- **Wood fence** | 2- |
| 3- | 4- |
| 5- | 6- |
| 7- | 8- |
| 9- | 10- |
| 11- | 12- |
| 13- | 14- |
| 15- | 16- |
| 17- | 18- |
| 19- | 20- |

## Section (E) Damages/Special Benefits:

**The appraisal includes $760 in cost to cure or "net damages" for wood fencing replacement, reflecting the difference between the cost new necessary to replace the fencing and the present value of the fencing being acquired (Str. 1). This payment is appropriate. No special benefits are identified.**

## Section (F) Valuation Approaches Processed and Reconciled "After-Value" Estimates

Approaches Utilized: ☐ Cost ☒ Sales Comparison ☐ Income

Reconciled Value Estimates (Total Tract or larger Parcel(s)):

| | |
|---|---|
| Land: | **$75,900** |
| Improvements: | **$0** |
| Total: | **$75,900** |

Comments:

**Appraisal rounds remainder value to $75,900**

## Section (G) Review Comments

**"Before" & "After" Valuation (Include Comments For "NO" Responses To Questions 1 - 7 & "YES" Response To Question 8)**

**(1)** Are the conclusions of highest and best use (before & after) reasonable and adequately supported?

**Yes. Part of the subject tract has limitations for development in terms of flood zone location, which makes the appraiser's highest and best use conclusion logical.**

**(2)** Are the valuation methodologies (before & after) appropriate?

**Yes. Land value is estimated using sales comparison approach - lot sales and middle size acreage tracts with utility for subdivision development - which are reasonable comparisons for each component of the site. Contributing value of the site improvements acquired is estimated using the cost approach. Valuation methodologies are appropriate and correctly applied.**

**(3)** Are the data employed relevant & adequate to the (before & after) appraisal problems?

**Yes. Both the lot value and raw land/acreage value comparisons are reasonable and have similar overall utility as the subject land.**

**(4)** Are the valuation techniques (before & after) appropriate and properly applied?

**Yes. The income approach does not apply. The sales comparison and cost approaches are appropriately used and correctly applied.**

**(5)** Are the analyses, opinions, and conclusions (before & after) appropriate and reasonable?

**Yes. The land and improvement valuation is well-documented and reasonable. The remainder will retain the same basic utility after the acquisition although reduced slightly in size.**

**(6)** Is the report sufficiently complete to allow proper review, and is the scope of the appraisal assignment broad enough to allow the appraiser to fully consider the property and proposed acquisitions?

**Yes. The appraisal report is well documented and supported, and the analysis considers the significant aspects of the property and acquisition.**

**(7)** Is the appraisal report under review generally compliant with *USPAP*, the *Uniform Act*, and TDOT's *Guidelines for Appraisers*?

**The report complies in all major respects with USPAP, the Uniform Act, and TDOT's Guidelines for Appraisers.**

**(8)** Do the general and special "Limiting Conditions and Assumptions" outlined in the appraisal report limit the valuation to the extent that the report cannot be relied on for the stated use?

**no**

Appraisal Report Conclusions -- Amounts Due Owner

| | | |
|---|---|---|
| (a) | Fee Simple: | **$5,751** |
| (b) | Permanent Drainage Easement: | |
| (c) | Slope Easement: | **$7,249** |
| (d) | Air Rights: | **$0** |
| (e) | Temporary Construction Easement: | **$1,532** |
| (f) | | **$0** |
| (g) | Improvements: | **$760** |
| (h) | Compensable Damages: | **$760** |
| (i) | Special Benefits: | **$0** |
| (j) | Total Amount Due Owner By Appraisal: | **$16,100** |

[x] I **DO** Recommend Approval Of This Report

[ ] I **DO NOT** Recommend Approval Of This Report

Comments:

**Formal part-affected appraisal of a partial acquisition consisting of land value and wood fencing. The appraisal report is well supported and the appraisal methodology is correct. The report is accepted and recommended for approval.**

David A Pipkin

Appraisal Review Consultant(s)

**TN CG-437**

State License/Certification No(s):

[x] Consultant [ ] Staff

**October 27, 2015**

Date of Appraisal Review Report

Additional Comments:

## Section (H) Certification

I certify to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.
The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
I have performed no services, as an appraiser or in any other capacity, regarding the property that is subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
I did personally inspect the exterior of the subject property of the work under review.

No one provided significant appraisal or appraisal review assistance to the person signing this certification.

David A Pipkin

Appraisal Review Consultant(s)

☐ Consultant ☐ Staff

**October 27, 2015**
Date of Appraisal Review Report

## Section (I) Limiting Conditions & Assumptions

This appraisal review report has been made with the following general limiting conditions and assumptions:

(1) Unless stated herein to the contrary, it is specifically assumed that the author of the appraisal report under review made the required contact with the property owner, and conducted the appropriate inspections and investigations.

(2) Unless stated herein to the contrary, it is specifically assumed that the right-of-way plans upon which the appraisal was based are accurate.

(3) Unless stated herein to the contrary, it is specifically assumed that all property (land & improvement) descriptions are accurate.

(4) Unless stated herein to the contrary, no additional research was conducted by the review appraiser.

(5) Unless stated herein to the contrary, all specific and general limiting conditions and assumptions outlined in the appraisal report submitted for review are adopted herein.

# APPRAISAL REPORT
# CITY OF SPRING HILL, TENNESSEE

THE PURPOSE OF THIS APPRAISAL IS TO ESTIMATE THE FAIR MARKET VALUE FOR SR 247 (DUPLEX ROAD) RIGHT-OF-WAY PURPOSES

## 1. Name, Address & Telephone Numbers:

**(A) Owner:** **(B) Tenant:** None

Mr. Gabriel Wren
2901 Faldo Lane
Spring Hill, TN 37174
Property Contact: Mr. Gabriel Wren
Ph: 615-969-8412 / 931-878-2235

**(C) Address and/or location of subject:**

The subject property is located at the northeast corner of Duplex Road and Augusta Trace Drive and the southeast corner of Augusta Trace Drive and Faldo Lane; in Spring Hill, Williamson County, Tennessee. The subject property is identified as Lot No. - Augusta Place, Section I. The property is also identified as Parcel 3.00, Group B, on Tax Map 166P by the Williamson County Property Assessor's Office. The street address is 2901 Faldo Lane, Spring Hill, Williamson County, TN 37174.

## 2. Detail description of entire tract:

**Site:** The subject property consists of a tract of land containing 0.813 acre or 35,396 SF and is located at the northeast corner of Duplex Road and Augusta Trace Drive and the southeast corner of Augusta Trace Drive and Faldo Lane in Spring Hill, Williamson County, Tennessee. The physical features of the site are described as follows. **Size:** 0.813 acre or 35,396 SF. The site area is based on recorded deeds, plat map, tax assessor and the R.O.W. Acquisition Table for Tract 165.; **Shape:** Tract 165 is an irregular rectangular in shape; **Frontage/Depth:** 184.65' of frontage along the north side of Duplex Road; 230.32' along the east side of Augusta Trace Drive; and 89.00' along the south side of Faldo Lane. The depth of the tract ranges from 165.85' to 270.98'. **Access:** The site has legal access along the south side of Faldo Lane, a residential street (cul-de-sac) within the Augusta Place Subdivision. **Topography:** The subject tract is a developed residential lot, which is primarily cleared and basically level. The southeast "tip" of the subject property contains the tree-lined Grassy Branch Creek; **Drainage:** Drainage appears visually adequate to the southeast corner of the tract; **Visibility:** Good; **Exposure:** Good; **Utilities:** Electricity, water, sewer, cable, and telephone services are located along the frontage areas; **Improvements:** Single-family dwelling, utility shed, driveway, picket fence with masonry column, and landscaping. **Easements:** 10'-wide and 15'-wide drainage easements parallel the subject's eastern and southern borders, respectively. The easements appear typical and we are not aware of any easements that would adversely affect the utility of the subject; **Flood Plain:** FEMA Map 47119C0070 E, dated April 16, 2007. Approximately 0.406 acres (±17,698 SF) of the southern portion of the subject site is located within a flood hazard area and consists of level to low-lying lawn and a portion of Grassy Branch Creek. The remaining approximately 0.406 acre (±17,698 SF), contained within the northern portion of the site, is located outside the floodplain and consists of a developed residential lot.

**Site Improvements:** Site improvements located within the acquisition areas include a wood picket fence. The fencing is a subdivision improvement located on the subject tract and owned by the subject tract owner. **According to CDM Smith, a masonry column located at the subject's southwest corner, is located outside the slope easement and will not be impacted by the project and is not be disturbed.** In addition, a utility shed is located within the southwest interior and appears to be outside the acquisition areas; based on the marker flags noted during our inspection; therefore, this improvement is not included in the valuation. The site improvement affected by the project is include below:

1. **Fencing** – Approximately 145 lineal feet of 3.5'-high, wood picket fencing located within the acquisition areas along the Duplex Road frontage.

**3. (A) Tax Map and Parcel No.** 166P/B/3.00 **(B) Is Subject in a FEMA Flood Hazard Area? Yes** ___ **No** X
**If yes, Show FEMA Map/Zone No.**

**4. Interest Acq.:** **Fee** [X] **Drainage Esm't.** [ ] **Construction Esm't.** [X] **Slope Esm't.** [X] **Other:** ___

**5. Acquisition:** **Total** [ ] **Partial** [X]

**6. Type of Appraisal:** **Formal** [ ] **Formal Part-Affected** [X] **1. Appraisal Report** [X]
**2. Restricted Report**

**Intended Use of Report** – This "Formal Part-Affected" appraisal of a 100% ownership position is intended for the sole purpose of assisting the City of Spring Hill, Tennessee in the acquisition of land for right-of-way purposes. This appraisal pursuit excludes those property elements (land and/or improvements) that are not essential considerations to the valuation solution.

This is an Appraisal Report, which is intended to comply with Standard Rule 2-2(a). As such, it presents only summary discussions of the data, reasoning and analysis that were used in the appraisal process. Supporting documentation that is not provided within the report is retained in the appraiser's work file or can be obtained from the Market Data Brochure. The depth of discussion contained in this report is specific to the needs of the client.

# APPRAISAL REPORT – CONT'D....

**7. Detailed Description of Land Acquired:**

**Fee Acquisition:** The fee acquisition includes a 2,229 SF (0.051 acre) portion of land consisting of the subject's southern border along Duplex Road. The proposed ROW extends roughly 185' from the western property line to the eastern property line, with widths ranging from 5'-40''. The fee acquisition forms an irregular "flag" shape. The area consists primarily of lawn and contains portions of the wood picket fence.

**Slope Easement:** The slope easement acquisition contains 5,619 SF (0.129 acre) and consists of one cut slope and one fill slope outside the present and proposed ROW. The irregular-shaped cut slope easement begins near the western border and extends roughly 145' east to the eastern property line and measures roughly 3'-25'-wide. The irregular-shaped fill slope easement begins at the southwest corner of the subject property and extends roughly 140' east to the proposed ROW near the eastern property line and measures roughly 1'-20'-wide. These easement areas consist of lawn and a portion of the picket fence.

**Temporary Construction Easement:** The temporary construction easement contains 1,990 SF (0.046 acre) and consists of an irregular-shaped, strip of land outside the present and proposed ROW that begins along the Augusta Trace Drive frontage and extends easterly for approximately 185' to the eastern property line. The TCE area measures roughly 10' in width and includes include lawn. This easement will be used for traffic control, erosion control, and a work zone during the construction process.

**8. Sales of Subject:** *(Show all recorded sales of subject in past 5 years; show last sale of subject if no sale in past 5 years.)*

| Sale Date | Grantor | Grantee | Book Page | Verified Consideration | How Sale Amount Verified |
|---|---|---|---|---|---|
| 06/27/2013 | Aimee McCray, a single person | Gabriel Wren, an unmarried individual | Bk 5975 Pg 484 | $156,000 | Warranty Deed |

| Existing Use | Zoning | Utilities Available | Off Site Improvements | Area Lot or Acreage |
|---|---|---|---|---|
| Single Family Residential | R-2; Medium Density Residential | Water, sewer, natural gas, electricity, cable, telephone | SR 247 & Augusta Trace Drive & Faldo Lane | 0.813 acre or 35,396 square feet |

**9. Highest and Best Use:** *(Before Acquisition, summarize the support and rationale for the opinion)*

Highest and Best Use is defined by the Appraisal Institute as: *"The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."* (Page 93, The Dictionary of Real Estate Appraisal, Fifth Edition).

The definition indicates that there are two types of highest and best use. The first type is highest and best use of land or a site as though vacant. The second is highest and best use of a property as improved. Each type requires a separate analysis. Moreover, in each case, the existing use may or may not be different from the site's highest and best use. The highest and best use of an improved property will only be for another use when the value of the land as if vacant exceeds the value of the property as improved plus demolition costs.

**As Vacant**

**Legally Permissible:** According to the current ***Zoning Regulations*** for the City of Spring Hill, subject Tract 165 is currently zoned R-2 (Medium Density Residential), which permits single detached dwellings and residential planned unit developments. The area within the residential planned unit development consisting of any attached dwellings shall be separated from single-detached dwellings by open space.

**Physically Possible:** The subject site's physical characteristics: size, shape, access, visibility, location, topography and availability of utilities render it suitable for uses permitted by zoning. The presence of the flood plan on ±0.406 acre limit the physically possible uses of this portion to open space and/or common area.

**Financially Feasible:** Spring Hill has experienced explosive growth over the past decade. Based on current economic conditions, site size, location, and current and proposed development along the SR 247 corridor, continued use as a single family developed lot is considered financially feasible. The subject's single-family residence is located at the southeast corner of the tract. It could be financially feasible to sell-off the western, flood-prone portion of the tract as open space for the subject's residential development.

**Maximally Productive:** Based on the subject's zoning, present market conditions and physical characteristics, the highest and best use of the subject site, as vacant, is for continued use as a single family residence and adjacent open space (lawn). An alternative use would be to sell-off the western portion of the tract for use as open space for the subject's residential development.

| | | | | |
|---|---|---|---|---|
| This Appraisal Is Based On Original Plans | X | Or Plan Revision | | Dated: 2012 |

Comments: All areas are based on of plans provided by the TDOT dated 2012 and a ROW Acquisition Table dated 2012.

# OTHER IMPROVEMENTS

11.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Structure No. | 1 | No. Stories | N/A | Age | 8 | Function | Wood Fence |
| Construction | Wood | Condition | Average | | | Sq. Ft. Area | 145 LF |
| Replacement Cost | $1,520 | Depreciation | $760 | | | Indicated Value $ | $760 |

OTHER COMMENTS AND EXPLANATION OF REPRODUCTION COST AND DEPRECIATION:
Based on estimates from Pro-Line Fence Company, with support from Marshall Valuation Service, the cost to install this improvement is $10.50 per lineal foot, or $1,520 (rounded), which includes miscellaneous overhead/management/design fees. The improvements have an estimated effective age of 8 years. Based on a total economic life of 16 years, physical depreciation is estimated at 50% using the straight-line method (8/16 = 50%).

*Summary of Indicated Values* $760

| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 60LPLM-F2-019 | County | WILLIAMSON | Tract No. | 165 |
| Federal Project No. | STP-M-247(9) | Name of Appraiser | Ted A. Boozer, MAI | | |

# SALES COMPARISON APPROACH

## 14. LAND VALUE ANALYSIS (RESIDENTIAL LOTS)

**ADJUST SALES TO SUBJECT USING** (Plus +, Subject Better) (Minus -, Subject Poorer) Using Dollar Adjustments Only. If the land is broken down and assigned more than one unit value, additional sales must be shown supporting each value.

**(A) ANALYSIS OF COMPARABITLITY** (Insert Comp. Sale No's. from Brochure or Attachments)

| **Inspection Date** | | Sale No. LS1 | | Sale No. LS3 | | Sale No. LS4 | |
|---|---|---|---|---|---|---|---|
| **CASH EQUIVALENT Sales Price** | | $90,000 | | $63,000 | | $54,000 | |
| **Date of Sale** | **# of Periods** | 07/10/2014 | 13 Months | 06/17/2014 | 14 Months | 03/27/2013 | 29 Mo. |
| **% Per Period** | **Time Adj.** | 0.42% | 5.42% | 0.42% | 5.83% | 0.42% | 12.08% |
| **Sales Price Adj. for Time** | | $94,878 | | $66,673 | | $60,523 | |
| **Proximity to Subject** | | ±4.80 miles | | ±0.65 mile | | ±0.50 mile | |
| **Unit Value Land** SF ☐ FF ☐ Acre ☐ Lot ☒ | | $94,878 | | $66,673 | | $60,523 | |
| **Elements** | **Subject** | **Description** | **(+)(-) Adj.** | **Description** | **(+)(-) Adj.** | **Description** | **(+)(-) Adj.** |
| **Location (A)** | Spring Hill (Williamson) | Spring Hill (Williamson) | 0 | Spring Hill (Williamson) | 0 | Spring Hill (Williamson) | 0 |
| **Size (B)** | 17,698 SF | 13,148 | 0 | 10,000 | 0 | 10,322 | 0 |
| **Shape (C)** | Irregular | Irregular Rectangle | 0 | Rectangle | 0 | Sl. Irregular Rectangle | 0 |
| **Site/View (D)** | Residential | Residential | 0 | Residential | 0 | Residential | 0 |
| **Topography (E)** | Basically Level | Level | 0 | Level | 0 | Level | 0 |
| **Access (F)** | Faldo Lane | Miles Johnson Pkwy | 0 | San Giovanni Court | 0 | Sakari Circle | 0 |
| **Zoning (G)** | R-2 | R-2 | 0 | R-2 | 0 | R-2 | 0 |
| **Utilities Available (H)** | Water, Sewer, Electricity, Gas, Telephone | Water, Sewer, Gas, Electricity, Telephone | 0 | Water, Sewer, Electricity, Gas Telephone | 0 | Water, Sewer, Electricity, Gas, Telephone | 0 |
| **Encumbrances Easements, etc. (I)** | Typical | Typical | 0 | Typical | 0 | Typical & 10' ROW | 0 |
| **Off-Site Improvements (J)** | SR 247 | 2 lane Secondary Residential Road | 0 | Buckner Lane & SR 247 | 0 | Buckner Lane & Duplex Road | 0 |
| **On-Site Improvements (K)** | Driveway & fence | Driveway & Sidewalk | 0 | Driveway & Sidewalk | 0 | Driveway & Sidewalk | 0 |
| Other Adj. (Specify) **(L)** | | | | | | | |
| **(M)** | | | | | | | |
| **(N)** | | | | | | | |
| **NET ADJUSTMENTS** | | (+)(-) | 0 | (+)(-) | 0 | (+)(-) | 0 |
| ADJUSTED INDICATED UNIT VALUE | | | $94,878 | | $66,673 | | $60,523 |

(B) TOTAL INDICATED LOT VALUE OF SUBJECT LAND ( $75,000/lot **X** 1 Lot ) ***$75,000**
**Correlated Unit Value X Units**

*The above value reflects only the value of the residential lot component of the subject tract.

**COMMENTS: Continued on following page....**

# SALES COMPARISON APPROACH

## 14. LAND VALUE ANALYSIS (RESIDENTIAL LAND)

**ADJUST SALES TO SUBJECT USING** (Plus +, Subject Better)(Minus -, Subject Poorer) Using Dollar Adjustments Only. If the land is broken down and assigned more than one unit value, additional sales must be shown supporting each value.

**(A) ANALYSIS OF COMPARABITLITY** (Insert Comp. Sale No's. from Brochure or Attachments)

| **Inspection Date** | | Sale No. RL1 | | Sale No. RL2 | | Sale No. RL3 | |
|---|---|---|---|---|---|---|---|
| **CASH EQUIVALENT Sales Price** | | $390,000 | | $800,000 | | $775,000 | |
| **Date of Sale** | **# of Periods** | 03/30/2012 | 41 | 6/17/2013 | 26 | 05/31/2012 | 39 |
| **% Per Period** | **Time Adj.** | 0.42% | 17.08% | 0.42% | 10.83% | 0.42 | 16.25% |
| **Sales Price Adj. for Time** | | $456,612 | | $886,640 | | $900,938 | |
| **Proximity to Subject** | | ±1.7 miles | | ±4.5 miles | | ±1.6 miles | |
| **Unit Value Land** SF ☐ FF ☐ Acre ☒ Lot ☐ | | $43,487 | | $44,354 | | $38,062 | |
| **Elements** | **Subject** | **Description** | **(+)(-) Adj.** | **Description** | **(+)(-) Adj.** | **Description** | **(+)(-) Adj.** |
| **Location (A)** | Spring Hill (Williamson) | Thompson Station (Williamson) | 0 | Thompson Station (Williamson) | 0 | Thompson Station (Williamson) | 0 |
| **Size (B)** | 0.406 | 10.50 | 0 | 19.99 | 0 | 23.67 | 0 |
| **Shape (C)** | Irregular | Rectangle | 0 | Irregular | 0 | Irr. Rectangular | 0 |
| **Site/View (D)** | Residential | Residential/ Institutional | 0 | Agriculture & Residential | 0 | Residential & Institutional | 0 |
| **Topography (E)** | Basically Level | Level/Rolling | 0 | Level/Sloping | 0 | Level/Rolling | 0 |
| **Access (F)** | Faldo Lane | Buckner Road | 0 | Columbia Pike | 0 | Buckner Road | 0 |
| **Zoning (G)** | R-2 | R-2 | 0 | A | 0 | R-2 | 0 |
| **Utilities Available (H)** | Water, Sewer, Electricity, Gas, Telephone | Water, Sewer, Gas, Electricity, Telephone | 0 | Water, Sewer, Electricity, Gas, Telephone | 0 | Water, Sewer, Electricity, Gas Telephone | 0 |
| **Encumbrances Easements, etc. (I)** | Typical | % Flood / Drainage Easement | 0 | Typical | 0 | Typical | 0 |
| **Off-Site Improvements (J)** | SR 247 | 2 lane roadway | 0 | 2-lane Highway | 0 | 2-lane Roadway | 0 |
| **On-Site Improvements (K)** | Driveway & fence | Barbed-wire Fence | 0 | Vacant Dwelling & Out buildings | 0 | Vacant Dwelling | 0 |
| Other Adj. (Specify) **(L)** | | | | | | | |
| **(M)** | | | | | | | |
| **(N)** | | | | | | | |
| **NET ADJUSTMENTS** | | (+)(-) | 0 | (+)(-) | 0 | (+)(-) | 0 |
| ADJUSTED UNIT VALUE/ACRE | | | $43,487 | | $44,354 | | $38,062 |

(B) TOTAL INDICATED VALUE OF SUBJECT LAND ( $40,000/acre **X** 0.406 ) ***$16,240**
**Correlated Unit Value X Units**

***The above value reflects only the value of the surplus flood plain land component of the subject tract.**

# ADDITIONAL COMMENTS

## 14. LAND VALUE ANALYSIS: Continued from preceding page.....

**RESIDENTIAL LOT ANALYSIS**

In this area, the most widely accepted method of valuing residential lots is on a price per lot basis. Therefore, I used the per lot unit value as the appropriate unit of measurement for the subject's residential lot component. As shown in the preceding analysis, three closed sales form a value range from $60,523 to $94,898/lot, with an average of $74,025/lot and a median of $66,673/lot, after adjusting for market conditions.

The sales were compared to the subject based on property rights conveyed, financing, sale conditions, market conditions, and physical characteristics. To the best of our knowledge, all the sales represented arms-length transactions, which included the fee simple estate property rights. In addition, all of the sales were cash to seller conveyances, whereby financing was not a factor in the sales price. To our knowledge, there were no unusual sale conditions involved in any of the transactions.

**Market Conditions:** As discussed in the Market Data Brochure, an annual 5% market conditions adjustment was deemed appropriate, which equates to 0.42% per month. Therefore, a 5.42% upward adjustment was applied to Sale LS1 (13 months x 0.42% = 5.42%), which equates an adjusted price of $94,878. A 5.83% upward adjustment was applied to Sale LS3 (14 months x 0.42% = 5.83%), which equates an adjusted price of $66,673. A 12.08% upward adjustment was applied to Sale LS4 (29 months x 0.42% = 12.08%), which equates an adjusted price of $60,523.

**Location:** The sales are located in subdivisions within the city limits of Spring Hill (Williamson County) and are similar to the subject in this regard. Sale LS1 is located in the Autumn Ridge Subdivision, which is west of Columbia Pike (Hwy 31) and is least similar to the subject in terms of proximity. Similar to the subject, Sale LS3, located in Benevento East Subdivision, and Sales, located in the Dakota Pointe Subdivision, are located east of Columbia Pike (Hwy 31) and are accessible from Duplex Road. All of the comparable sales are located in Williamson County. Generally, land located in Williamson County is considered superior to land located in Maury County and we have considered this trend on a qualitative basis.

**Size:** The sales range in size from 10,000 SF to 13,148 SF. The subject' residential lot component contains a total land area of 17,698 SF, which falls slightly above the size range of the comparable sales. Typically, an inverse relationship exists between size and price/SF, with smaller tracts selling at higher prices/SF. The correlation between size and price/SF is not strongly supported by the unit values and sizes. Therefore, I have considered the size of the subject in relation to the comparable sales on a qualitative basis.

**Shape:** The subject tract offers an irregular-shaped site, which is most similar to comparable Sales LS1 and LS4, which are irregular rectangles in shape. As shape does not appear to be significant in this analysis, no adjustments were necessary.

**Topography:** The subject lot exhibits basically level and cleared topography, which is similar to the three comparable sales. Therefore a topography/development potential adjustment is not warranted.

**Access:** The subject has legal access along Faldo Lane, a secondary roadway located approximately 225' north of Duplex Road, a primary arterial serving the neighborhood. The subject is in close proximity to Port Royal Road and US 31 and access is considered good to these roadways. All of the comparable sales have legal access along their respective frontages and are similar to the subject in this regard. It is important to note, Sale LS1 fronts Miles Johnson Parkway; which provides direct access to Duplex Road from the west side of Columbia Pike (Hwy 31). The remaining sales are located on secondary residential streets. The Differences in access will be considered on a qualitative basis.

**Zoning:** The subject property is zoned R-2 (Medium Density Residential). As mentioned in the zoning section of the Market Data Brochure, allowable uses for the subject property include single-family detached dwellings and residential planned use developments. The comparable sales are zoned R-2; therefore, no adjustments are warranted.

**Utilities:** The subject has water, sewer, electricity, cable and telephone services on-site. All the closed sales have similar utilities; therefore, no adjustments are supported.

**Encumbrances, Easements, Etc.:** A 10'-wide and 15'-wide drainage easements parallel the subject's east and south borders. Sale LS4 is encumbered by a R.O.W. dedication area (Buckner Road). The subject and the remaining comparable sales have typical utility easements and building setbacks. Any differences in encumbrances/easements will be considered on a qualitative basis.

**On/Off-Site Improvements:** The subject property offers a two-lane, primary roadway in close proximity to US 31 and Port Royal Road. All of the comparable sales offer similar off-site improvements. The subject property offers a paved driveway and sidewalk. All of the comparable sales are similar in this regard.

**Valuation Summary:** In conclusion, the three comparables provide a reasonable range from which the subject's lot value can be determined. After considering the adjustments discussed above, the sales form a unit price range from $60,523 to $94,878/lot, with an average of $74,025/lot and a median of $66,677/lot, after adjusting for market conditions. Sales LS3 ($66,673) and LS4 ($60,523), located east of Columbia Pike, were considered most similar to the subject in terms of location. Therefore, with all pertinent factors considered, including, size, shape and location, we have selected a market value of **$75,000** for the subject's 17,698 SF single-family lot, which equates to $4.24/SF.

# ADDITIONAL COMMENTS

## 14. LAND VALUE ANALYSIS:

### RESIDENTIAL LAND ANALYSIS

**Valuation Summary**

In this area, the most widely accepted method of valuing residential tracts is on a price per acre basis. Therefore, I used the per acre unit value as the appropriate unit of measurement for the subject site's surplus residential land component. As shown in the preceding analysis, three closed sales form a value range from $38,062 to $44,345/acre, with an average of $41,968/acre and a median of $44,487/acre, after adjusting for market conditions.

The sales were compared to the subject based on property rights conveyed, financing, sale conditions, market conditions, and physical characteristics. To the best of our knowledge, all the sales represented arms-length transactions, which included the fee simple estate property rights. In addition, all of the sales were cash to seller conveyances, whereby financing was not a factor in the sales price. To our knowledge, there were no unusual sale conditions involved in any of the transactions. It is important to note, the seller of comparable Sale RL2 was motivated to sell due to health issues and the transaction was contingent upon a 30-day closing at the stipulated purchase price.

**Market Conditions:** As discussed in the Market Data Brochure, an annual 5% market conditions adjustment was deemed appropriate, which equates to 0.42% per month. Therefore, a 17.08% upward adjustment was applied to Sale RL1 (41 months x 0.42% = 17.08%), which equates an adjusted price of $43,487/acre. Similarly, a 10.83% upward adjustment was applied to Sale RL2 (26 months x 0.42% = 10.83%), which equates an adjusted price of $44,354. A 16.25% upward adjustment was applied to Sale RL3 (39 months x 0.42% = 16.25%), which equates an adjusted price of $38,062/acre.

**Location:** The comparable sales are located in Thompson Station, in Williamson County, just north of the subject. Although a qualitative adjustment was not warranted; generally, land located in Williamson County is considered superior to land located in Maury County, and I have considered this trend on a qualitative basis.

**Size:** The sales range in size from 10.50 acres to 23.67, with an average size of 18.05 acres, and a median land size of 19.99 acres. The subject contains a land area of 0.406 acre, which falls below the size range of the comparable sales. However; the subject's residential land component's highest and best use is to remain as surplus land to Lot 43 or as a portion of a larger development as common space for the Augusta Trace subdivision. Typically, an inverse relationship exists between size and unit price, with smaller tracts selling at higher unit prices. The correlation between size and unit price is not strongly supported by the unit values and sizes. Therefore, I have considered the size of the subject in relation to the comparable sales on a qualitative basis.

**Shape:** The subject's residential land component is irregular in shape, which is most similar to comparable Sales RL2. The remaining sales are basically rectangular or irregular rectangles in shape. As shape does not appear to be significant in this analysis, no adjustments were necessary.

**Topography:** The subject lot exhibits basically level, low-lying topography, is primarily cleared and a portion of the southeastern "tip" of land consists of Grassy Branch Creek. The subject's residential land component is located within a flood hazard area. The central portion of Sale RL1 is located within a floods hazard area and is traversed by a creek, which is most similar to the subject in terms of topography and development potential. Any differences in topography/development potential will be considered on a qualitative basis.

**Zoning:** The subject property is zoned R-2, which is similar to Sales RL1 and RL2. Sale RL2 was zoned Agricultural at the time of sale and was subsequently rezoned Commercial PUD. Any differences in zoning will be considered on a qualitative basis.

**Utilities:** The subject has water, sewer, electricity, cable and telephone services on-site or in close proximity. All the sales have similar utilities; therefore, no adjustments are supported.

**Access:** The subject has legal access along Faldo Lane. All of the comparable sales have legal access along their respective frontages. The comparables have average-to-good access to connecting US and State Routes. In addition, similar to the subject, Sales RL1 and RL3. In addition, Sale RL2 has good Access to SR 840.

**Encumbrances, Easements, Etc.:** As previously discussed, a10'-wide and 15'-wide drainage easements parallel the subject's east and south borders. This southern component of the overall subject site resides within a flood hazard area, which is most similar to Sale RL1. Any differences in zoning will be considered on a qualitative basis.

**Valuation Summary:** In conclusion, the three comparables provide a reasonable range from which the subject's value can be determined. After considering the adjustments discussed above, the sales range in unit price from $38,062 to $44,345/acre, with an average of $41,968/acre and a median of $44,487/acre, after adjusting for market conditions. Therefore, with all pertinent factors considered, including the subject's existing easements, irregular shape, Duplex Road frontage and location within a flood hazard area, we have selected a market value of **$40,000/acre or $16,240** for the subject's 0.406 acres, which equates to $0.92/SF.

**17. EXPLANATION and/or BREAKDOWN OF LAND VALUES:**

**(A) VALUATION OF LAND**

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LAND | 17,698 | S.F. | [X] | F.F. | [ ] | ACRE | [ ] | LOT | [ ] | @ $ 4.24 | (Average) Per Unit | $ 75,000 |
| LAND | 17,698 | S.F. | [X] | F.F. | [ ] | ACRE | [ ] | LOT | [ ] | @ $ 0.92 | (Average) Per Unit | $ 16,240 |
| LAND 7 | | S.F. | [ ] | F.F. | [ ] | ACRE | [ ] | LOT | [ ] | @ $ | (Average) Per Unit | $ |
| LAND | | S.F. | [ ] | F.F. | [ ] | ACRE | [ ] | LOT | [ ] | @ $ | (Average) Per Unit | $ |
| LAND | | S.F. | [ ] | F.F. | [ ] | ACRE | [ ] | LOT | [ ] | @ $ | (Average) Per Unit | $ |

REMARKS

In conclusion and as previously discussed, the subject's residential lot component's estimated value was $75,000 and the subject's surplus residential land component's estimated value was $16,240. The price per square foot equivalent for the residential lot component was $4.24/SF, with the equivalent for the residential land component being $0.92/SF. The overall value of the subject site is estimated at $91,240, which equates to $2.58/SF. This price per square foot value will be utilized with the price per square foot value of the overall subject site throughout the remainder of the report for valuation purposes. The estimated market value of the subject site is calculated below.

**Market Value**

| | |
|---|---|
| Land Value – Residential Lot Component (1 Lot x $75,000) | $75,000 |
| Land Value – Residential Land Component (0.406 acre x $40,000) | +16,240 |
| **Total Land Value:** | **$91,240** |

**18. APPROACHES TO VALUE CONSIDERED**

(A) Indicated Value of [ ] Entire Tract [X] Part Affected from SALES COMPARISON APPROACH _____ $ $92,000

(B) Indicated Value of [ ] Entire Tract [ ] Part Affected from COST APPROACH _____ $ _____

(C) Indicated Value of [ ] Entire Tract [ ] Part Affected from INCOME APPROACH _____ $ _____

**(D) RECONCILIATION:** (Which approaches were given most consideration) (Single-Point Conclusion Should be Reasonably Rounded)

The Sales Comparison Approach was the only approach deemed appropriate to determine the market value of the subject site. The value indication derived from the Sales Comparison Approach was $91,240. The improvement in Item 11 are affected by the project and has an estimated value of $760, which was added to the estimated land value in the Sales Comparison Approach to estimate the total value of the part affected. Inclusive of the estimated value of the existing improvements, I estimate the value of the subject property to be $92,000.

**19. FAIR MARKET VALUE** of [ ] Entire Tract [X] Part Affected..... $ 92,000

**(A) TOTAL AMOUNT DUE OWNER** if [ ] Entire Tract [X] Part Affected Acquired..... $ 16,100

**(B) AMOUNT ATTRIBUTABLE TO:** Land $ 91,240 Improvements $ 760

REMARKS

The estimated contributory values of the existing improvements that benefit the subject tract are shown below:

Improvement 1: $760

State Project No. 60LPLM-F2-019 County WILLIAMSON Tract No. 165

Federal Project No. STP-M-247(9) Name of Appraiser Ted A. Boozer, MAI

# PARTIAL ACQUISITION

20.

**VALUE OF ENTIRE TRACT** ..... $92,000

**AMOUNT DUE OWNER IF ONLY PART ACQUIRED (Detail breakdown)**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| A. | | Land Acquired (Fee) | 2,229 | S.F. | X | | @ $2.58 | $5,751 |
| | | Land Acquired (Fee) | | S.F. | | Ac. | @ | |
| | Drainage Esmt. | | | S.F. | | Ac. | @ | |
| | Slope Esmt. | | 5,619 | S.F. | X | Ac. | @ $1.29 | $7,249 |
| | Const. Esmt. | | 1,990 | S.F. | X | Ac. | @ $0.77 | $1,532 |

B. Improvements Acquired (Indicate which improvements by showing structure numbers)

Improvements No. 1 $760

C. Value of Part Acquired Land & Improvements (Sub-Total)..... $15,292

D. Total Damages (See Explanation, Breakdown and Support on Sheet 2A-9). $760

E. Sum of A, B and D: ..... $16,052

F. Benefits: (Explain and deduct from D. Amount must not exceed incidental damages).... $0

G. TOTAL AMOUNT DUE OWNER; if only part is Acquired..... 16,100 (r)

21. VALUE OF REMAINDER (See 2A-9 for Documentation of Remainder Value)

A. LAND REMAINDER

| | | | | | | AMOUNT PER UNIT BEFORE | AMOUNT PER UNIT AFTER | DAMAGES % | DAMAGES $ | REMAINING VALUE |
|---|---|---|---|---|---|---|---|---|---|---|
| Left | 33,167 | S.F. | X | Ac. | @ | $2.58 | $2.58 | 0% | $0 | 85,571 |
| | | S.F. | | Ac. | @ | | | | | |
| | | S.F. | | Ac. | @ | | | | | |
| Right | | S.F. | | Ac. | @ | | | | | |
| | | S.F. | | Ac. | @ | | | | | |
| | | S.F. | | Ac. | @ | | | | | |

REMAINDER VALUE OF LAND..... $ 85,571
LESS AMOUNT PAID FOR EASEMENTS IN ITEM 20A..... $ 8,781
LESS COST TO CURE (Line 20-D)..... $ 760
TOTAL REMAINDER VALUE OF LAND..... $ 76,030

B. IMPROVEMENTS REMAINDER

| | BEFORE VALUE | DAMAGES % | DAMAGES $ | REMAINING VALUE |
|---|---|---|---|---|
| Improvement No. | | | | |
| Improvement No. | | | | |
| Improvement No. | | | | |
| Improvement No. | | | | |
| Improvement No. | | | | |

REMAINDER VALUE OF IMPROVEMENTS..... 0
LESS COST TO CURE ITEMS..... 0
TOTAL REMAINDER VALUE OF LAND & IMPROVEMENTS..... $75,900

REMARKS: None.

State Project No. 60LPLM-F2-019 County WILLIAMSON Tract No. 165
Federal Project No. STP-M-247(9) Name of Appraiser Ted A. Boozer, MAI

SUMMARY OF REMAINDER

APPRAISERS DESCRIPTION OF REMAINDER AND EXPLANATION OF DAMAGES OR BENEFITS

(Supplement to Items 20 and 21, Pages 2A-8)

A full narrative description of the remainder (s) must be given on all partial acquisitions. The after value estimates, both land and improvements shall be documented and supported by one or more of the applicable approaches to value.

**23. HIGHEST AND BEST USE AFTER ACQUISITION:**

The highest and best use of the left remainder, which consists of 33,167 SF (0.762 acre), will remain unchanged after the acquisition.

**24. DESCRIBE REMAINDER (S):**

Upon completion of the project, Duplex Road will include a ±9'-wide asphalt, multi-purpose walking path located along the northern R.O.W of Duplex Road. In addition, a ±5'-wide concrete sidewalk will be located along the southern R.O.W. of Duplex Road. In the "after situation" Duplex Road will be curbed and guttered along the subject's frontage. Erosion control measures (one cut slope and fill slope) will be in place within the slope easement areas. A 16' x 7'steel-reinforced, concrete box culvert will be in place within the eastern portion of the proposed ROW for storm water runoff control. A guard rail, beginning at Station 112+85.00, which is within the central portion of the southern border, extends roughly 100' east to the eastern property line and beyond the subject's eastern border. Duplex Road will consist of three lanes, including two (2), travel lanes (east & west) and one (1) center turning lane with a left turn arrow.

According the Plans and R.O.W. Acquisition Table provided by the Tennessee Department of Transportation, there will be a remainder area to the left of the center line containing 33,167 SF (0.762 acre). The remainder will change slightly in terms of size from the "before situation" by the fee acquisition, which includes an irregular "flag"-shaped, 2,229 SF (0.051 acre) area along the northern proposed R.O.W. Prior to the project, the subject was an irregular rectangle-shaped, and will remain and irregular rectangle-shaped, with a southeastern inset in the "after situation", based on the proposed eastern portion of the ROW. Based on the relatively small acquisition area and the shape of the acquisition area, the overall size and shape changes will be minimal. The topography of the tract will remain unchanged from the "before situation"; however, one cut slope and one fill slope will exist outside of the proposed R.O.W. Frontage in the "after situation" will remain basically unchanged, except for the southeastern inset. In the "after situation", access will be provided by the same asphalt-paved driveway. A guardrail will parallel the central and eastern portions of the southern border (±100'-long); however, the installation of the guardrail will not have an impact on access. The subject will benefit directly from these improvements, offsetting any incidental damages to the remainder. Consequently, the land market value of the remainder after the acquisition is unchanged from the before situation.

**Fee Acquisition:** The 2,229 SF (0.051 acre) fee acquisition is valued at 100% of fee value, or $2.58/SF.

**Slope Easement:** The slope easement acquisition consists of one cut slope and one fill slope and contains 5,619 SF (0.129 acre) outside the present and proposed ROW. A slope easement chart is included below:

| Slope Easement Chart | | | |
|---|---|---|---|
| **Slope Type** | **Location** | **Station** | **Grade** |
| Cut | Duplex Road | 112+12.00–114+05.00 | 4:1 |
| Fill | Duplex Road | 112+12.00-113+80.00 | 4:1 |

The slope easements will consist of one cut slope and one fill slope areas in the "after situation". The cut slope extends roughly 145' east to the eastern property line and measures roughly 3'-25'-wide. This slope area begins roughly at Station 112+12.00 and ends roughly at Station 114+05.00. The irregular-shaped fill slope easement extends roughly 140' east to the proposed ROW near the eastern property line and measures roughly 1'-20'-wide. This slope area begins roughly at Station 112+12.00 and ends roughly at Station 113+80.00. The slope easement areas will be on 4:1 grades in the "after situation" and should be reasonably easy to maintain by the property owner. The slope easement area can also still be used to meet setback requirements, lot coverage ratios, etc. Consequently, this acquisition is valued at 50% of fee value or $1.29/SF ($2.58/SF x 50%).

**Temporary Construction Easement:** The temporary construction easement contains 1,990 SF (0.046 acre) and consists of an irregular-shaped, strip of land outside the present and proposed ROW that extends easterly for approximately 185' to the eastern property line and measures roughly 10' in width. This easement will be used for traffic control, erosion control, and a work zone during the construction process. This easement will be used for traffic control, erosion control, and a work zone during the construction process. An annual rental rate of 10% of fee value for the three year anticipated time frame (30%) is considered to be reasonable. Calculated as follows: $2.58/SF x 30% = $0.77 per SF for the TCE

SUMMARY OF REMAINDER

APPRAISERS DESCRIPTION OF REMAINDER AND EXPLANATION OF DAMAGES OR BENEFITS

(Supplement to Items 20 and 21, Pages 2A-8)

(CONT'D...)

A full narrative description of the remainder (s) must be given on all partial acquisitions. The after value estimates, both land and improvements shall be documented and supported by one or more of the applicable approaches to value.

**24. DESCRIBE REMAINDER (S): CONT'D.....**

**Cost-to-Cure Damages:** In the before situation, approximately 145 LF of wood picket fencing (Improvements No. 1) was located within the acquisition areas. In the after situation, this improvement will need to be replaced to make the owner whole. The site improvement and its previously estimated replacement cost new is listed as follows:

1. **Wood Fencing** – The estimated replacement cost new for this improvement is estimated to be $1,520.

Based on the preceding analysis, the total replacement cost new is $1,520. As previously discussed, the depreciated value of the improvements was estimated at $760. Therefore, the indicated cost-to-cure damages equals $760.

| | | |
|---|---|---|
| **25. Amount of DAMAGE This Page To--2A-8, Item 20-D** | | $760 |
| **(A) Amount of BENEFITS This Page To--2A-8, Item 20-F** | | $0 |

State Project No. 60LPLM-F2-019 County WILLIAMSON Tract No. 165

Federal Project No. STP-M-247(9) Name of Appraiser Ted A. Boozer, MAI

# PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.

STP/HHP-247- (10)
94092-1224-14
TRACT 165
FEBRUARY 4, 2015

Westerly of Acquisition Areas along the Duplex Road Frontage

STP/HHP-247- (10)
94092-1224-14
TRACT 165
FEBRUARY 4, 2015

Westerly of Acquisition Areas along the Duplex Road Frontage & Southern Interior

# PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.

STP/HHP-247- (10)
94092-1224-14
TRACT 165
FEBRUARY 4, 2015

Easterly View of Acquisition Areas & Improvements along the Duplex Road Frontage

STP/HHP-247- (10)
94092-1224-14
TRACT 165
FEBRUARY 4, 2015

Easterly View of Acquisition Areas & Improvements along the Duplex Road Frontage

# PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.

STP/HHP-247- (10)
94092-1224-14
TRACT 165
FEBRUARY 4, 2015

Southerly View of Augusta Trace Drive Frontage; Subject to the Left

STP/HHP-247- (10)
94092-1224-14
TRACT 165
FEBRUARY 4, 2015

Southeasterly View of Proposed ROW at subject's SW Corner

# PHOTOGRAPHS

26.

An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.

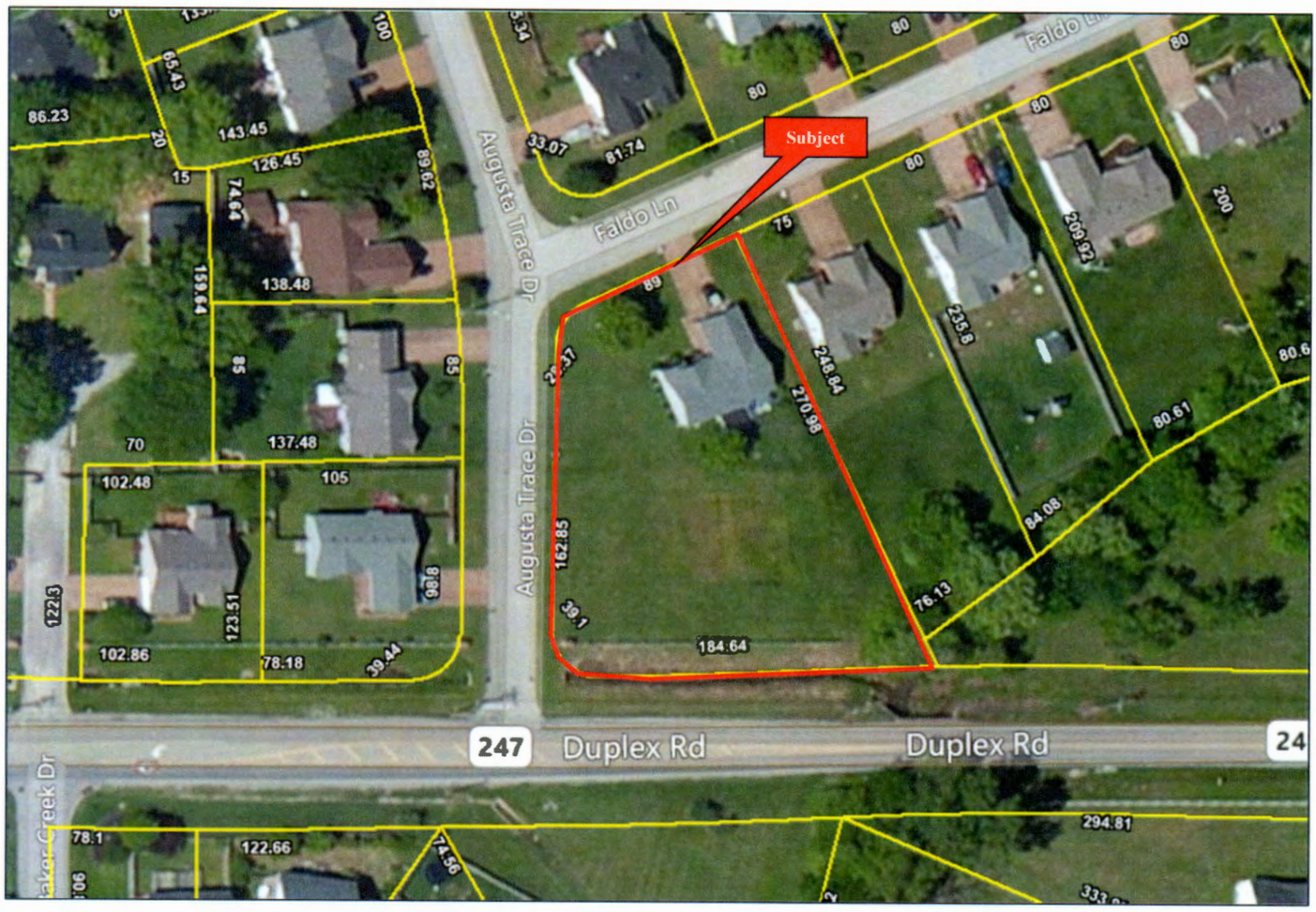
STP/HHP-247- (10)
94092-1224-14
TRACT 165
FEBRUARY 4, 2015

SE View of Column & Picket Fence at SWC of Subject tract

STP/HHP-247- (10)
94092-1224-14
TRACT 165
FEBRUARY 4, 2015

Easterly View of Shed located within Southeastern Interior

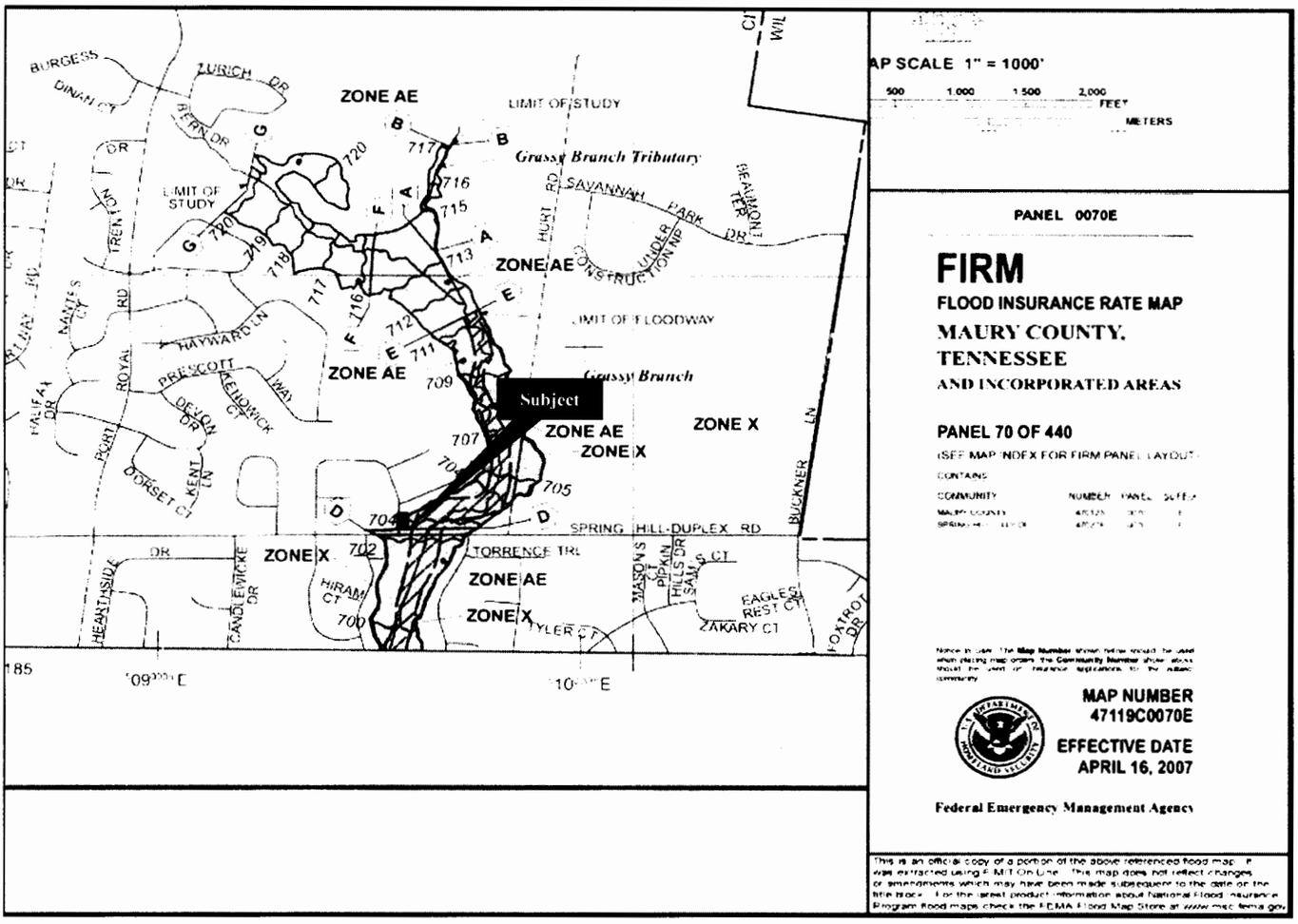
# AERIAL PHOTOGRAPH




State Project No. 60LPLM-F2-019 County WILLIAMSON Tract No. 165

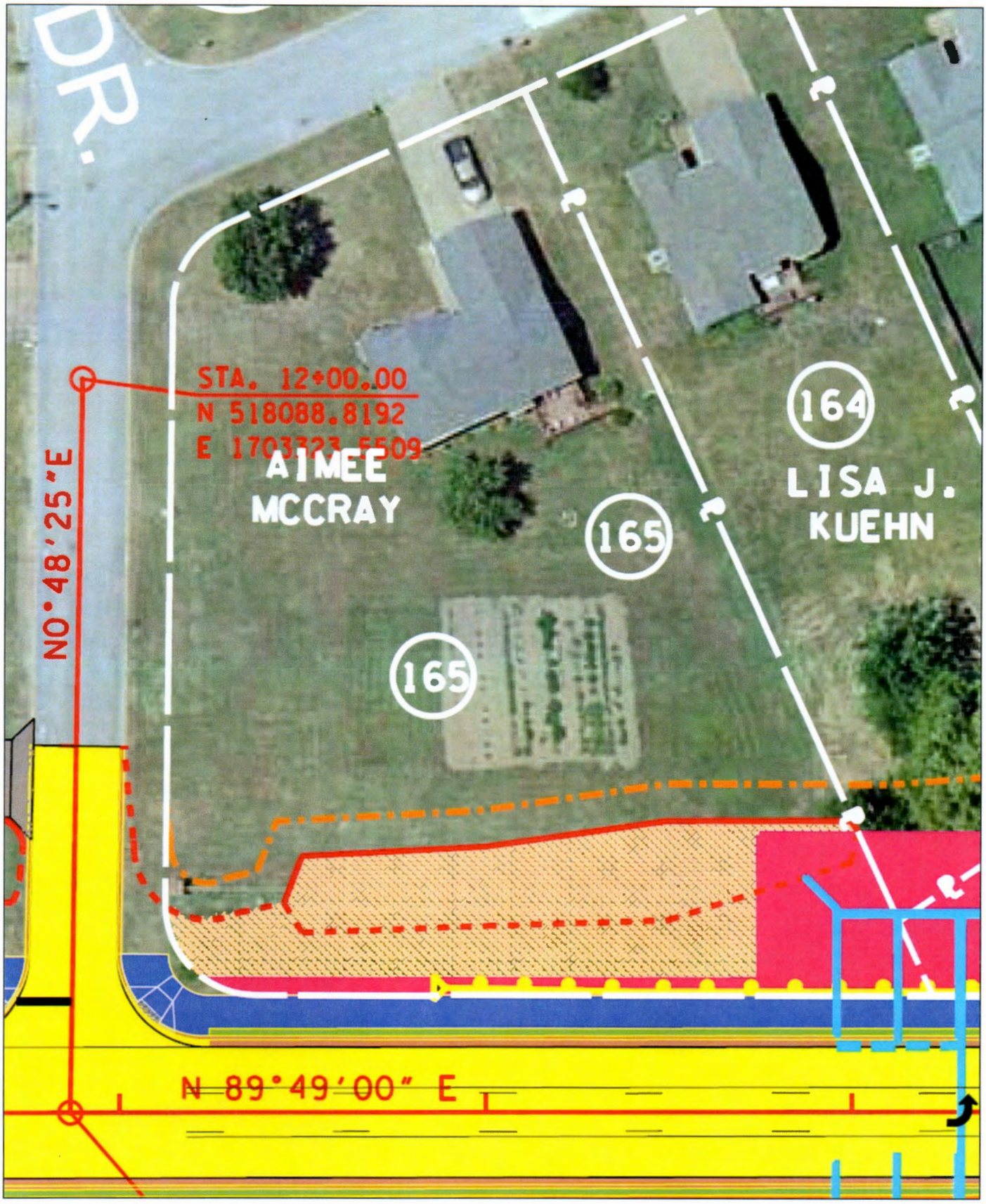
Federal Project No. STP-M-247(9) Name of Appraiser Ted A. Boozer, MAI

# FEMA FLOOD MAP



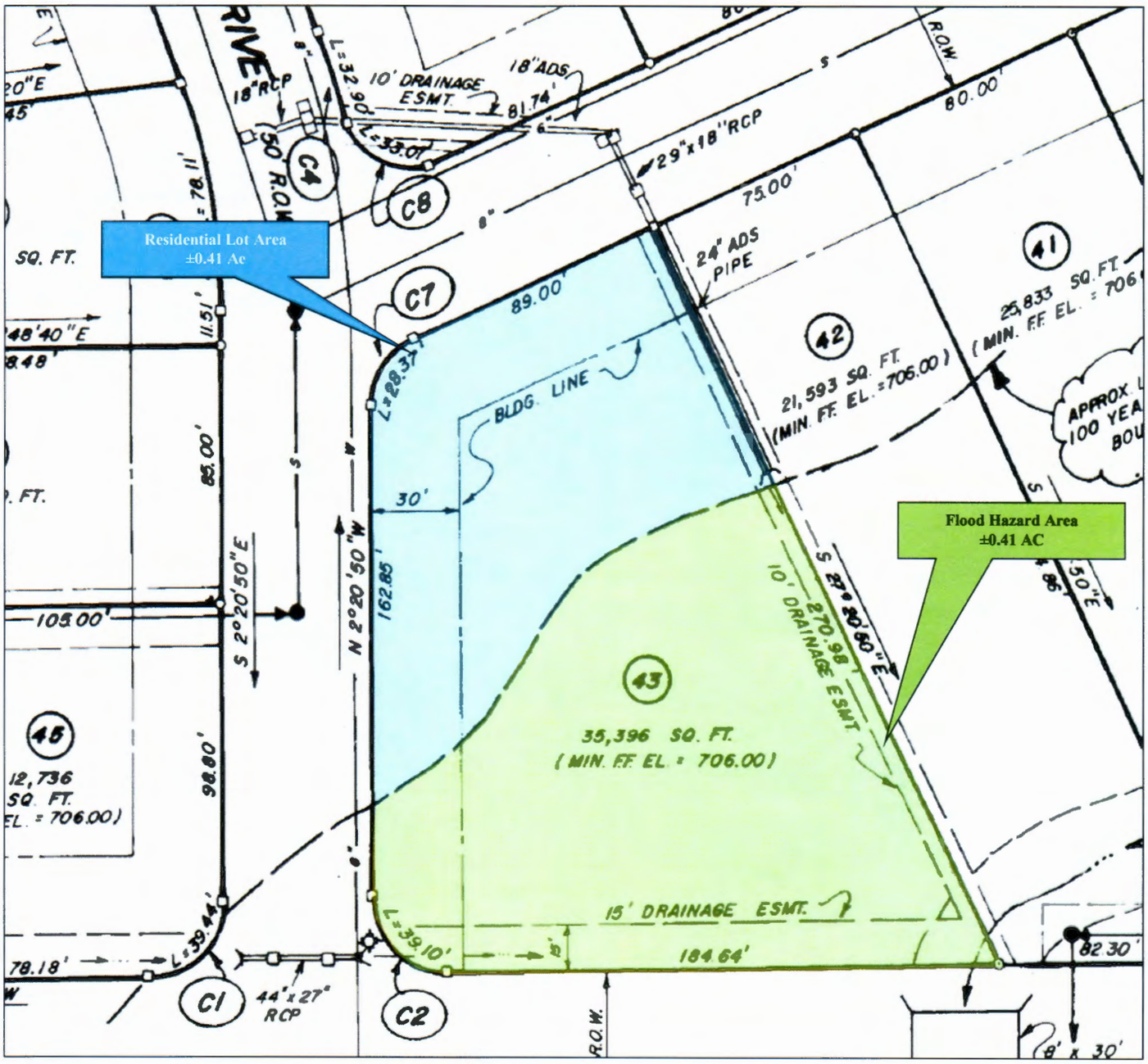

| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 60LPLM-F2-019 | County | WILLIAMSON | Tract No. | 165 |
| Federal Project No. | STP-M-247(9) | Name of Appraiser | Ted A. Boozer, MAI | | |

# ENGINEER OVERLAY MAP

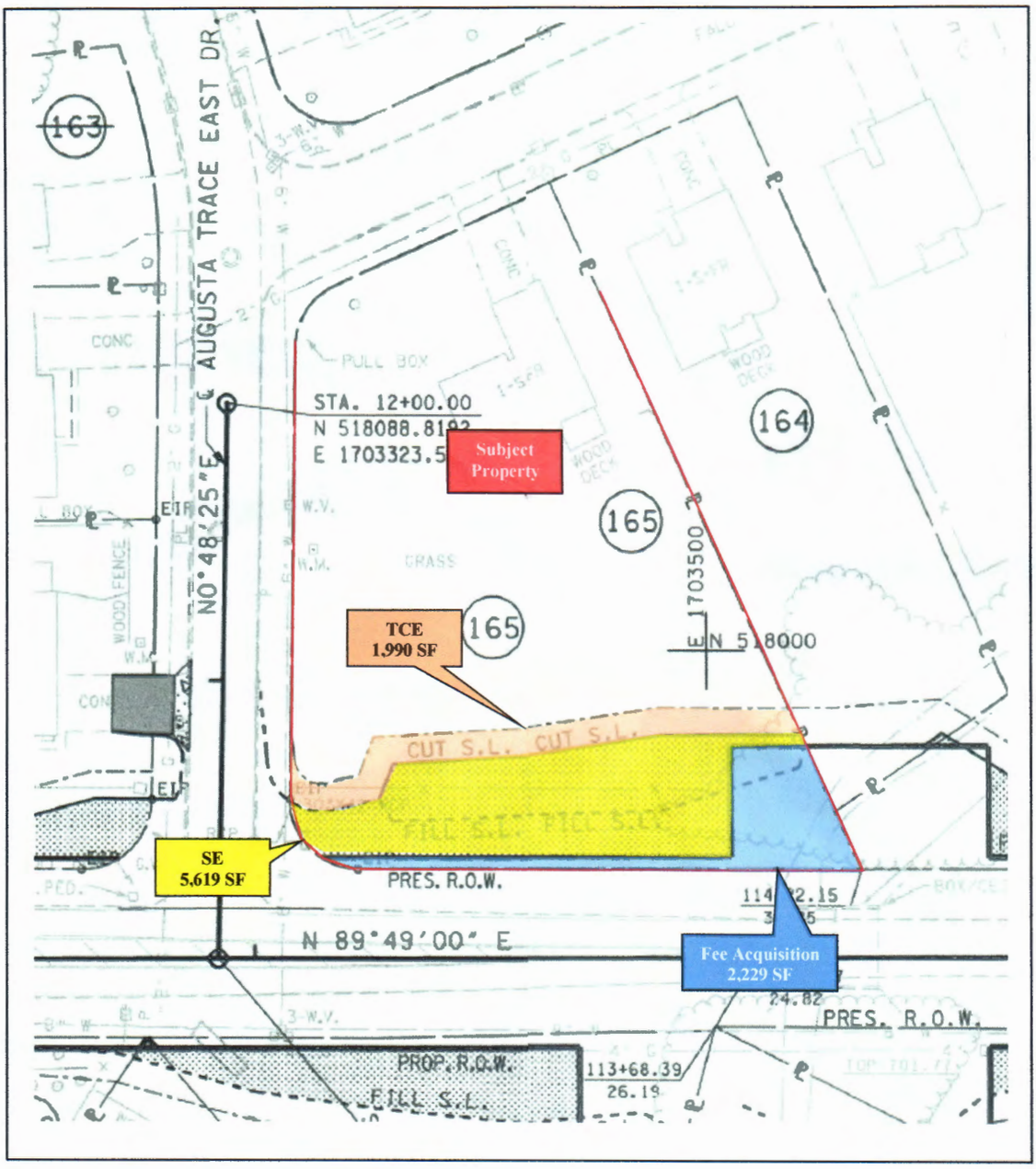



| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 60LPLM-F2-019 | County | WILLIAMSON | Tract No. | 165 |
| Federal Project No. | STP-M-247(9) | Name of Appraiser | Ted A. Boozer, MAI | | |

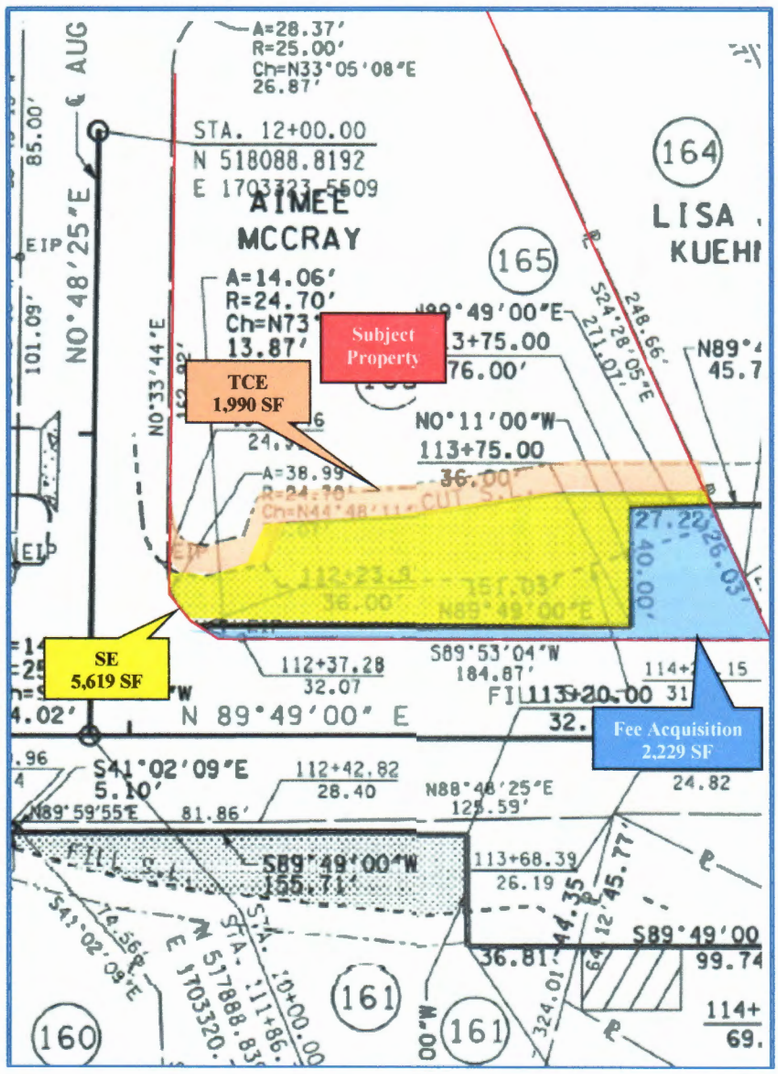
# PLAT MAP


Residential Lot Area
±0.41 Ac
Flood Hazard Area
±0.41 AC
10' DRAINAGE ESMT.
18" ADS
18" RCP
29" x 18" RCP
24" ADS PIPE
BLDG. LINE
30'
89.00'
75.00'
80.00'
R.O.W.
42
21,593 SQ. FT.
(MIN. F.F. EL. = 706.00)
41
25,833 SQ. FT.
43
35,396 SQ. FT.
(MIN. F.F. EL. = 706.00)
45
12,736 SQ. FT.
10' DRAINAGE ESMT.
15' DRAINAGE ESMT.
184.64'
270.98'
162.85'
98.80'
105.00'
S 2°20'50"E
N 2°20'50"W
C1
C2
C4
C7
C8
44" x 27" RCP
82.30'
8' x 30'

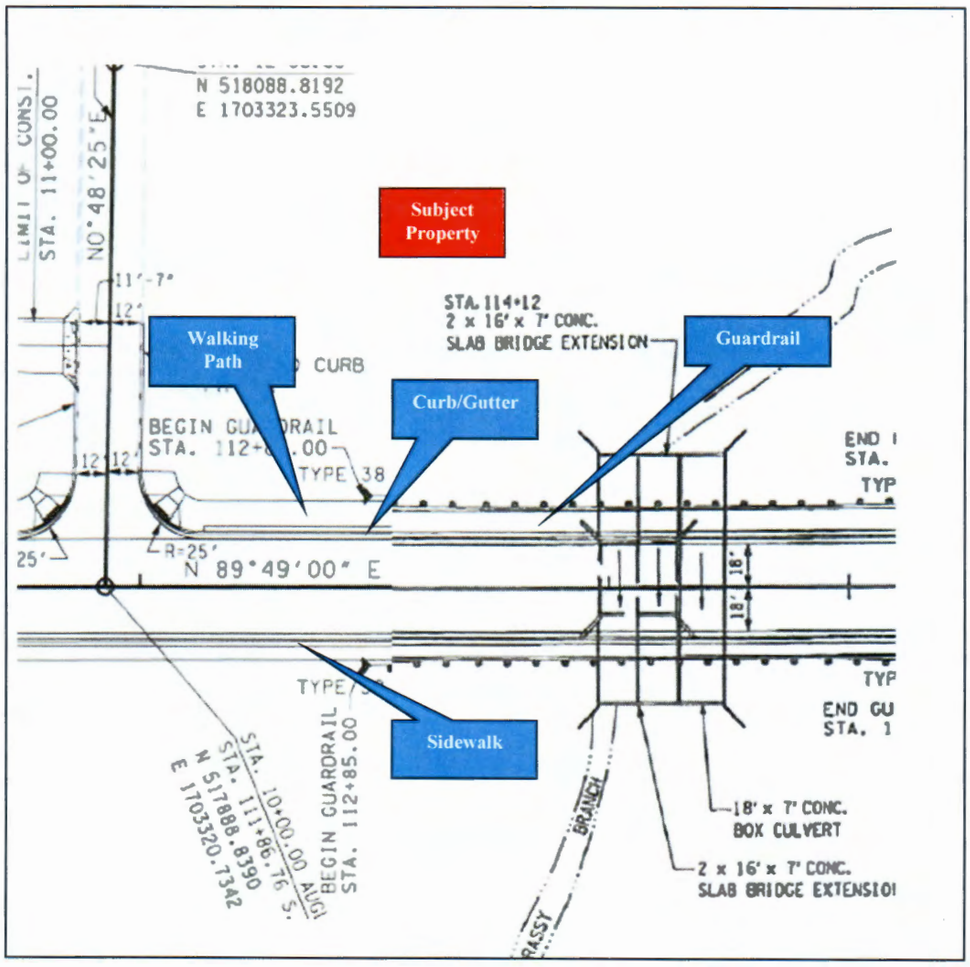
# RIGHT-OF-WAY MAP – PRESENT LAYOUT



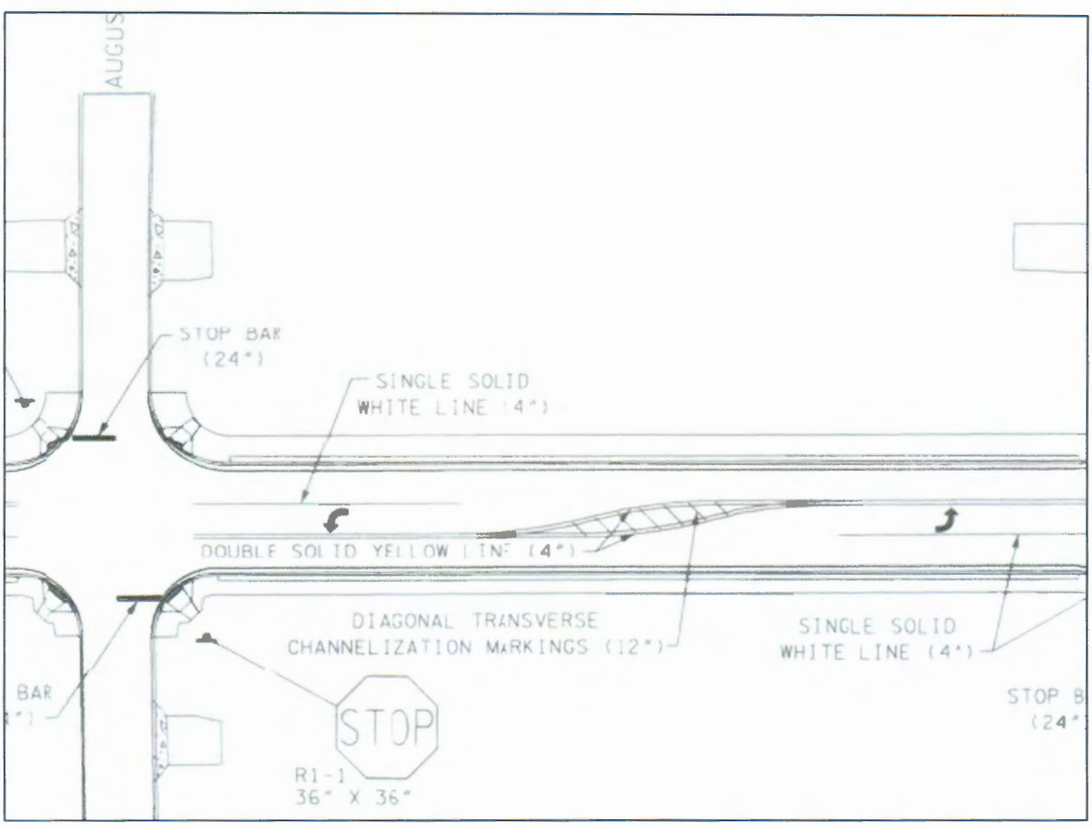
# RIGHT-OF-WAY MAP – ROW LAYOUT



# RIGHT-OF-WAY MAP – PROPOSED LAYOUT




# SIGNAGE & PAVEMENT MARKING SHEET



## PURPOSE OF APPRAISAL

The purpose of the appraisal is to estimate the amount due the property owner as a result of acquisition of all, or a portion of, the property for a proposed intersection improvement right-of-way project. The value estimate in this report is based on market value. See "Definition of Market Value" below.

## DEFINITION OF MARKET VALUE

All estimates of value prepared for agency acquisitions shall be based on "market value" –as defined and set forth in the *Tennessee Pattern Jury Instructions* 2nd Edition to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied".

## PROPERTY RIGHTS APPRAISED

Basic underlying property rights considered herein are those of a 100% ownership position in Fee Simple, defined as: "absolute ownership, unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat." *The Appraisal of Real Estate, 14th ed. Chicago, IL.*

The proposed acquisition consists of a fee acquisition and/or easement rights for the proposed intersections improvement project. The easement rights, if any, consist of the acquisition of less than fee simple title and in these cases the extent of the property rights conveyed have been considered in arriving at the estimate of value.

Any and all liens have been disregarded. The property is assumed to be free and clear of all encumbrances except easements or other restrictions as noted on the title report or during physical inspection of the property and mentioned in this report.

## INTENDED USE

The intended use of this appraisal is to assist the City of Spring Hill, Tennessee in Right-of-Way acquisition or disposition.

## INTENDED USER

The intended user of this report is the City of Spring Hill, Tennessee.

NOTE: If this appraisal is limited to the area affected by the acquisition for the proposed project and consists of only a part of the whole property, the value for the portion appraised cannot be used to estimate the value of the whole by mathematical extension.

Plans for the proposed construction, including cross sections of cuts and fills for the subject property, have been considered in arriving at the estimates of market value.

## ATTACHMENTS

Sales information and/or other pertinent information, which is part of this appraisal report and referenced in the text of this appraisal, can be found:

_____ attached at the end of this report.

X in a related market data brochure prepared for this project and which becomes a part of this report.

## SIGNIFICANT OBSERVATIONS AND LIMITING CONDITIONS

This appraisal is based on information provided by the property owner, public officials, property managers, real estate professionals, and other reliable sources, and is believed to be accurate. There were no extraordinary assumptions implemented in deriving a market value estimate as part of this appraisal.

It is important to note, the utility shed located within the southeastern interior of the property appears to be outside the acquisition areas (TCE) and; therefore, is not included for valuation purposes.

R.O.W. Form 2A-12
REV. 2/92
DT-0058

## EXPOSURE TIME

It is understood that in order for the subject property to achieve the market value estimated herein, an exposure time of 6 months or less is required assuming competent marketing efforts.

## SCOPE OF WORK

The City of Spring Hill has requested an appraisal to estimate the market value of the property described herein for the purpose of acquisition or disposition. In accordance with the client's request, appropriate/required inspections and investigations have been conducted to gain familiarity with the subject of this report and the market in which it would compete if offered for sale.

Reliable data-subscription services have been utilized as the primary search tool for transfers of vacant land as well as improved properties. Deeds have been read and interviews with property owners and project-area real estate professionals conducted to the extent necessary to gain clarity and market perspective sufficient to develop credible opinions of use and value. Where construction costs are an integral part of the valuation pursuit, national cost services have been employed, but supplemented by local suppliers and contractors where necessary.

Applicable and customary approaches to value have been considered. Each of the traditional approaches to value has been processed or an explanation provided for the absence of one or more in the valuation of the subject property. For acquisition appraisals, furnished Right-of-Way plans have been utilized to visualize the property in an after-state where there is a remainder. Damages and/or special benefits have been considered for all remainders. As well, for acquisition appraisals, a "Formal" appraisal includes all real property aspects of the "Larger Parcel" as defined in this report or the tract as shown on the right-of-way plans, in the acquisition table, or extant on the ground at the time of inspection or date of possession. A "Formal Part-Affected" appraisal generally constitutes something less than a consideration of the entire tract, but in no way eliminates appropriate analyses, or diminishes the amount due owner had a "Formal" appraisal been conducted.

Acquisition appraisals are conducted in accordance with Tennessee's State Rule which asserts that the part acquired must be paid for and that special benefits can only offset damages.

## ASSUMPTIONS, EXTRAORDINARY ASSUMPTIONS, HYPOTHETICAL CONDITIONS, AND LIMITING CONDITIONS

This appraisal report has been made with the following assumptions, extraordinary assumptions, hypothetical conditions, and limitin conditions:

(1) The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if used.

(2) Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purposes by ar person other than the party to whom it is addressed without the written consent of the appraiser and in any event, only with prop written qualification and only in its entirety.

(3) The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court wi reference to the property in question unless arrangements have been previously made.

(4) Neither all nor any part of the contents of this report (*especially any conclusions as to value, the identity of the appraiser, or the fir with which the appraiser is connected)* shall be disseminated to the public through advertising, public relations, news, sales, or oth media without the prior written consent and approval of the appraiser.

(5) The value estimate is based on building sizes calculated by the appraiser from exterior dimensions taken during the inspection of t subject property. Land areas are based on the Acquisition Table unless otherwise noted in this report.

(6) No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property assumed to be good and marketable unless otherwise stated.

(7) The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

(8) Responsible ownership and competent property managements are assumed.

(9) The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

10) All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader visualizing the property.

11) It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuab No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

## ASSUMPTIONS, EXTRAORDINARY ASSUMPTIONS, HYPOTHETICAL CONDITIONS, AND LIMITING CONDITIONS (continued)

(12) It is assumed that there is full compliance with all-applicable federal, state and local environmental regulations and laws unles noncompliance is stated, defined, and considered in the appraisal report.

(13) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has bee stated, defined, and considered in the appraisal report.

(14) It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the valu estimate contained in this report is based.

(15) It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described an that there is no encroachment or trespass unless noted in the report.

(16) Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous material, which may or may not b present on the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbesto area-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate i predicated on the assumption that there is no additional materials on the property that would cause a loss in value. No responsibility i assumed for any such conditions, or for any expertise or engineering knowledge required to discover them or the costs involved t remove them. The appraiser reserves the right to revise the final value estimate if such substances are found on or in the property.

(17) The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey an analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possibl that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the propert is not in compliance with one or more of the requirements of the ADA. If so, this fact could affect the value of the property. Since w have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the ADA i estimating the value of the subject property.

(18) The public improvement project or its anticipation cannot be considered in the "before" value estimate; however, when there is "remainder", the public improvement project must be considered as to its influence on said remainder(CFR, Title 49, Subtitle A, Part 2 Subpart B, Sec. 24.103(b). Source: FAQ 213

(19) This appraisal contains a hypothetical condition that the subject roadway project will be constructed according to plans and cro sections referenced in this report. The use of this hypothetical condition might have affected the assignment results.

(20) Applicable to Formal Part-Affected type of appraisal -- when all the land area and/or all improvements are not appraised this considered a hypothetical condition. The use of this hypothetical condition might have affected assignment results.

R.O.W. Form 2A-12
REV. 2/92
DT-0058

# CERTIFICATE OF APPRAISER

I certify that to the best of my knowledge and belief:

(1) The statements of fact contained in this appraisal are true and correct.

(2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

(3) I have no (or the specified) present or prospective interest in the property that is the subject of this report, and no (or the specified) personal interest with respect to the parties involved.

(4) That I have performed no (or the specified) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

(5) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

(6) My engagement in this assignment was not contingent upon developing or reporting predetermined results.

(7) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors that cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

(8) My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*, *Uniform Act*, and TDOT *Guidelines for Appraisers*.

(9) I have made a personal inspection of the property that is the subject of this report. (If more than one person signs the certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property). I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were represented by the photographs contained in said appraisal and/or market data brochure.

(10) John B. Cox, State of Tennessee Certified General Real Estate Appraiser, provided significant real property appraisal assistance to the person signing this certification.

(11) That I understand that said appraisal is to be used in connection with the acquisition of right-of-way for a highway to be constructed by the State of Tennessee with [x] without [ ], the assistance of Federal-aid highway funds, or other Federal funds.

(12) That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State.

(13) That any increase or decrease in the fair market value of real property prior to the date of valuation caused by the public improvement for which said property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.

(14) That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the City of Spring Hill or officials of the TDOT or the Federal Highway Administration and I will not do so until so authorized by State officials, or until I am released from this obligation by having publicly testified to such findings.

(15) THAT the OWNER (Name) Mr. Gabriel Wren were contacted on (Date) 7/8/2014 & 2/2/2015 .

[ ] In Person [X] By Phone [X] *By Mail, and was given an opportunity for he or his designated representative

(Name) Mr. Gabriel Wren to accompany the appraiser during his or her inspection of the subject property.

The owner or his representative Declined [ ] Accepted [X] to accompany appraiser on (Date) 2/4/2015 .

**If by mail attach copy to 2A-12*

Date(s) of inspection of subject 2/4/2015 & 8/1/2015

Date(s) of inspection of comparable sales 7/31/2014 & 1/21/2015

(16) That the centerline and/or right-of-way limits were staked sufficiently for proper identification on this tract.

(17) That the roadway cross sections were furnished to me and/or made available and have been used in the preparation of this appraisal.

(18) That my (our) opinion of the fair market value of the acquisition as of the 1 day of August , 2015

is $16,100 Based upon ~~my~~ independent appraisal and the exercise of my professional judgment.

Appraiser's Signature _____ Date of Report 8/27/2015

State of Tennessee Certified General Real Estate Appraiser License Number CG-973

| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 60LPLM-F2-019 | County | WILLIAMSON | Tract No. | 165 |
| Federal Project No. | STP-M-247(9) | Name of Appraiser | Ted A. Boozer, MAI | | |

# RESOLUTION 16-407

## TO APPROVE LAND ACQUISITION PURCHASE FOR TRACT 208 OF THE DUPLEX ROAD WIDENING PROJECT

**WHEREAS**, the City of Spring Hill is in the process of widening Duplex Road; and

**WHEREAS**, in order to complete the project, the City must acquire land in the form of right-of-ways and easements from property owners along Duplex Road; and

**WHEREAS**, the City is working with Tennessee Department of Transportation on this project, known as State Project Number 60LPLM-F2-019 and Federal Project Number STP-M-247(9); and

**WHEREAS**, the cost of the acquisition will be $3,300.00 to the tract owner (John and Willie Dickerson) and $500.00 to the closing agent (Southeast Title of Tennessee, Inc.) for closing costs.

**NOW THEREFORE, BE IT RESOLVED,** that the City of Spring Hill, Board of Mayor and Aldermen authorizes a total land acquisition purchase in the amount of $3,800.00 to Southeast Title of Tennessee, Inc., 40 Middleton Street, Nashville, TN 37210 for Tract number 208 of the Duplex Road widening project.

Passed and adopted this 19th day of January, 2016.

_____
Rick Graham, Mayor

ATTEST:

_____
April Goad, City Recorder

LEGAL FORM APPROVED:

_____
Patrick Carter, City Attorney

**City of Spring Hill**
**Tennessee**
**Agreement of Sale**

STATE PROJ. #: 60LPLM-F2-019 COUNTY/S Williamson

FED PROJ. #: STP-M-247(9) TRACT #: 208

PIN #: 101369.00 NEGOTIATOR: Yolanda Cortez DATE PRINTED: 12/07/2015

OWNERS: John Michael and Willie Spencer Dickerson

---

This agreement entered into on 1/6/2016
Date

between John Michael and Willie Spencer Dickerson
Seller Name(s)

herein after called Seller and the CITY OF SPRING HILL hereinafter called CITY shall continue for a period of 90 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and the CITY.

A. The Seller hereby offers and agrees to convey to the CITY all interest in the lands identified as TRACT 208 on the right-of-way plan for the above referenced project upon the CITY tendering the purchase price of $ 3,300.00, said tract being further described on the attached legal description

B. The CITY agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. The CITY will reimburse the Seller for expenses incident to the transfer of the property to the CITY. Real Estate Taxes will be prorated.

The following terms and condition will also apply unless otherwise indicated:

C. ☐ Retention of Improvements ☐ Does not Retain Improvements ☒ Not applicable
Seller agrees to retain improvements under the terms and conditions stated in ROW Form-32A attached to this document and made a part of this Agreement of Sale.

D. ☐ Utility Adjustment ☒ Not Applicable
The Seller agrees to make at his expense the below listed repair, relocation or adjustment of utilities owned by him. The purchase price offered includes $_____, to compensate the owner for his expenses.

E. Other

F. The Seller states in the following space the name of any Lessee of any part of the property to be conveyed and the name of any other parties having any interest of any kind in said property;

G. The seller agrees to comply with the requirements of the Statewide Storm Water Management Plan and understands that mitigation costs due to non-compliance are the responsibility of the seller.

| Date | Signature of Seller | Date | Signature of Seller |
|---|---|---|---|
| 1-6-16 | John Michael Dickerson | | |
| 1/6/16 | Willie Spencer Dickerson | | |

LPA Form 2

# CITY OF SPRING HILL
# APPROVED OFFER - BASIS, SUMMARY & AUTHORIZATION

(THIS FORM MAY BE USED FOR STAFF NPP)

| | | | |
|---|---|---|---|
| (2)STATE PROJECT NO: | 60LPLM-F2-019 | (3)FEDERAL PROJECT NO: | STP-M-247(9) |
| (4)PROJECT ID NUMBER: | N/A | (5)TRACT NUMBER: | 208 |
| (6)PROPERTY OWNERSHIP: | John Michael Dickerson and wife, Willie Spencer Dickerson | | |
| (7)COUNTY: | Williamson | (8)MAP/PARCEL NUMBER: | 166O-A-002.00 |
| (9)APPRAISER: | Randy Button, MAI, SRA, AI-GRS (CG#03) | | |
| (10)APPRAISER CONCLUSION OF TOTAL AMOUNT DUE OWNER: | | | $3,300 |
| (11)EFFECTIVE DATE OF VALUATION: | 12/19/14 | (12)APPRAISAL TYPE (FORMAL, FPA, or NPP): | FPA |

## ACQUISITION AREAS & APPROVED COMPENSATIONS

| | ACQ. AREAS | | COMPENSATIONS | (13)ALTERNATE OFFER | |
|---|---|---|---|---|---|
| | | | | Partial-Acquisition Remainder Declared Uneconomic Remnant | N/A |
| INTERESTS ACQUIRED | AREA | ACS/SF | (Rounded) | | |
| (14)FEE-SIMPLE | 35 | SF | $ 150 (R) | | |
| (15)PERM. DRNGE. ESM'T. | | | | | |
| (16)SLOPE ESM'T. | 613 | SF | $1,875 (R) | | |
| (17)AIR RIGHTS | | | | | |
| (18)TEMP. CONST. ESM'T. | 997 | SF | $1,225 (R) | | |
| (19)LNDOWNR IMPRVMTS. | | | $50 | | |
| TOTL ACQUISITIONS | | | $3,300 | | |
| (20)DAMAGES | | | | | |
| (21)SPECIAL BENEFITS | | | | | |
| NET DAMAGES | | | | | |
| (22)UTILITY ADJUSTMENT | | | | | |
| TOTL LNDOWNR COMP. | | | $3,300 | | |
| (23)TENANT IMPRVMTS. | | | | | |
| TOTAL TRACT COMPENSATION | | | $3,300 | | |

## (24)COMMENTS & EXPLANATIONS AS NECESSARY

| | | | |
|---|---|---|---|
| OFFER PREPARED BY: | Gary Standifer, MAI, CCIM | DATE: | 5/20/2015 |

SIGNATURE OF PREPARER:

AGENCY AUTHORIZATION BY:

Date & Signature Of Authorizing Party

# TENNESSEE DEPARTMENT OF TRANSPORTATION
# REAL PROPERTY EMINENT DOMAIN
# APPRAISAL REVIEW REPORT
# (RIGHT OF WAY ACQUISITION)

This appraisal review has been conducted in accordance with the Scope of Work Rule and Standard 3 of the *Uniform Standards of Professional Appraisal Practice*, as promulgated by the Appraisal Foundation. This review and this review report are intended to adhere to the Standard 3 in effect as of the date of this review was prepared. The appraisal and appraisal report have been considered in light of the Standards 1 & 2 in effect as of the date the appraisal was prepared - not necessarily the effective date of valuation.

The purpose of this technical review is to develop an opinion as to the compliance of the appraisal report identified herein to the *Uniform Standards of Professional Appraisal Practice*, the *Uniform Relocation Assistance & Real Property Acquisition Act*, and the Tennessee Department of Transportation's *Guidelines for Appraisers*; and further develop opinions as to the completeness, accuracy, adequacy, relevance, reasonableness, and appropriateness of opinions presented in the appraisal report as advice to the acquiring agency in its development of a market value offer to the property owner. This review is conducted for the Tennessee Department of Transportation and is the intended user.

**City of Spring Hill**

All estimates of value prepared for agency acquisitions shall be based on "market value" - as defined and set forth in the Tennessee Pattern Jury Instructions to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied." Compensations are in compliance with the Tennessee State Rule.

## Section (A) Identification & Base Data:

**(1)** State Project Number: **60LPLM-F2-019** **(2)** County: **Williamson** **(3)** Tract No.: **208**
Federal: **STP-M-247(9)**
Pin: **103169.00**

**(4)** Owner(s) of Record: **John Michael Dickerson and wife, Willie Spencer Dickerson**
**2902 Burtonwood Drive, Spring Hill, TN 37174**

**(5)** Address/Location of Property Appraised: **2902 Burtonwood Drive, Spring Hill, Williamson County, TN.**

**(6)** Effective Date of the Appraisal: **12-19-14**

**(7)** Date of the Report: **4-30-15**

**(8)** Type of Appraisal:
- ☐ Formal
- ☒ Formal Part-Affected

**(9)** Type of Acquisition:
- ☐ Total
- ☒ Partial

**(10)** Type of Report Prepared:
- ☒ Appraisal Report
- ☐ Restricted Appraisal Report

**(11)** Appraisal & Review Were Based On:
- ☒ Original Plans (Assumed)
- ☐ Plan Revision Dated: _____

**(12)** Author(s) of Appraisal Report: **Randy Button, MAI, SRA, AI-GRS (CG#03)**

**(13)** Effective Date of Appraisal Review: **5-11-2015**

**(14)** Appraisal Review Conducted By: **Gary R. Standifer, MAI, CCIM**

**(15)** Ownership Position & Interest Appraised: (Unless indicated herein to the contrary, the appraisal is of a 100% ownership position in fee simple. (Confirm 100% or state the specifics otherwise.))

**Ownership Position & Interest Appraised is Fee Simple according to Appraisal Report, Right-of-Way Plans and Title Report.**

**(16)** Scope of Work in the Performance of this Review: (Review must comply with all elements and requirements of the Scope of Work Rule and Standard 3 of USPAP, and must include field inspection (at least an exterior inspection of the subject property and all comparable data relied on in the appraisal report.)) **Development of an independent estimate of value is not a part of this review assignment.**

**Upon receipt of the appraisal report, all comparable sales were visually inspected from the public right of way and confirmed using available data services (CRS data and actual courthouse records). Additionally, narrative descriptions (in the Market Data Brochure) of the subject neighborhood/market area were reviewed for accuracy. A field review of the subject property was conducted to verify the descriptions in the appraisal report and to more closely inspect the areas being directly affected by the proposed acquisition. Analyses and conclusions contained within the appraisal report were also reviewed as to their applicability to the subject property, the area being acquired, and to the impact, if any, on the remainder property. Additionally, a search was conducted using the information services noted above to see if any comparable sales had been overlooked by the appraiser. Additionally, listings on the project and in the general area were collected and inspected. The plans and cross sections were obtained from the City of Spring Hill. These plans have been reviewed and compared to the plans and cross sections included and/or referenced in Mr. Button's appraisal report. It is assumed the plans provided by the City of Spring Hill are the most current plans available as of the date of this appraisal review. Having reviewed the appraisal report and available data, this review report has been completed by the review appraiser.**

## Section (B): Property Attributes:

**(1)** Total Tract Size as Taken From the Acquisition Table: **0.332** Acres (s)

**(2)** Does the Appraisal Identify One or More "Larger Parcels" That Differ in Total Size From the Acquisition Table? (If "Yes," what is it and is it justified?)(Explain)(Describe Land)

**No.**

**(3)** List/Identify Affected Improvements (If appraisal is "Formal," then all improvements must have been described in the appraisal report and must be listed here. If the appraisal is "Formal Part-Affected," then only those affected improvements should have been described in the appraisal report and listed here.) Listing by Improvement Number & Structure Type is adequate here.)

1- **Landscaping** 2-

3- 4-

5- 6-

7- 8-

9- 10-

11- 12-

13- 14-

15- 16-

## Section (C) Valuation Approaches Processed and Reconciled "Before Value" Estimates

Approaches Utilized: ☒ Cost ☒ Sales Comparison ☐ Income

Reconciled Value Estimates (Total Tract or Larger Parcel(s)):

Land: **$58,500**

Improvements: **$ 50**

Total: **$58,550**

Comments: **FPA - Assignment**

## Section (D) Acquisitions:

**(1)** Proposed Land Acquisition Areas (As taken from the appraisal report):

| | | | |
|---|---|---|---|
| [a] | Fee Simple: | **35** | S.F. Acre(s) |
| [b] | Permanent Drainage Easement: | | S.F. Acre(s) |
| [c] | Slope Easement | **613** | S.F. Acre(s) |
| [d] | Air Rights: | | S.F./Acre(s) |
| [e] | Temporary Construction Easement: | **997** | S.F. Acre(s) |
| [f] | | | S.F./Acre(s) |

**(2)** Proposed Improvement Acquisition(s): Improvement Number & Structure Type

1- **Landscaping** **$50**
2-
3-
4-
5-
6-
7-
8-
9-
10-
11-
12-
13-
14-
15-
16-
17-
18-
19-
20-

## Section (E) Damages/Special Benefits:

**There are no special benefits identified by the appraiser. There are no damages identified by the appraiser. FPA - Assignment.**

## Section (F) Valuation Approaches Processed and Reconciled "After-Value" Estimates

Approaches Utilized: ☐ Cost ☒ Sales Comparison ☐ Income

Reconciled Value Estimates (Total Tract or Larger Parcel(s)):

Land: **$55,284**

Improvements: **N/A**

Total: **$55,250 (R)**

Comments: **FPA - Assignment**

**Section (G) Review Comments**

**"Before" & "After" Valuation (include Comments for "NO" Responses to Questions 1 - 7 & "YES" Response to Question 8).**

**(1)** Are the conclusions of highest and best use (before & after) reasonable and adequately supported?

**Conclusions of highest and best use in the before and after situations appear reasonable and adequately supported. FPA - Assignment.**

**(2)** Are the valuation methodologies (before & after) appropriate?

**Valuation methodologies used by the appraiser in the before and after situations are adequate. FPA - Assignment.**

**(3)** Are the data employed relevant & adequate to the (before & after) appraisal problems?

**Data employed by the appraiser appears to be relevant and adequate to the before and after situations appraisal problem. FPA - Assignment.**

**(4)** Are the valuation techniques (before & after) appropriate and property applied?

**The valuation techniques in the before and after situations were adequate. FPA - Assignment.**

**(5)** Are the analyses, opinions, and conclusions (before & after) appropriate and reasonable?

**Analyses, opinions and conclusions in the before and after situations appear appropriate. FPA - Assignment.**

**(6)** Is the report sufficiently complete to allow proper review, and is the scope of the appraisal assignment broad enough to allow the appraiser to fully consider the property and proposed acquisitions?

**The submitted FPA report is sufficiently complete to allow proper review. The scope of this assignment is broad enough to allow the appraiser to fully consider the property as appraised and the proposed acquisition.**

**(7)** Is the appraisal report under review generally compliant with *USPAP*, the *Uniform Act*, and TDOT's *Guidelines for Appraisers*?

**The submitted appraisal report appears to be generally compliant with USPAP, the Uniform Act, and TDOT's Guidelines for Appraisers. Please note this was an FPA - Assignment.**

**(8)** Do the general and special "Limiting Conditions and Assumptions" outlined in the appraisal report limit the valuation to the extent that the report cannot be relied on for the stated use?

**The general and special "Contingent and Limiting Conditions" in the submitted appraisal report do not limit the appraiser's valuation of the subject property. FPA - Assignment.**

Appraisal Report Conclusions – Amounts Due Owner

| | | |
|---|---|---|
| (a) | Fee Simple: | **$ 142** |
| (b) | Permanent Drainage Easement: | |
| (c) | Slope Easement: | **$1,857** |
| (d) | Air Rights: | |
| (e) | Temporary Construction Easement: | **$1,216** |
| (f) | | |
| (g) | Improvements: | **$ 50** |
| (h) | Compensable Damages: | |
| (I) | Special Benefits: | |
| (j) | Total Amount Due Owner by Appraisal | **$3,300 (R)** |

☒ I **DO** Recommend Approval of this Report

☐ I **DO NOT** Recommend Approval of this Report

Comments:

**Mr. Button's value conclusions are approved for the purpose of negotiation.**
**FPA - Assignment.**

Appraisal Review Consultant(s)
**Gary R. Standifer, MAI, CCIM**

**CG-28**
State License/Certification No(s):

☒ Consultant ☐ Staff

**5-11-2015**
Date of Appraisal Review Report

Additional Comments:

**The reviewer received an electronic copy of Tract 208 appraisal report. It is assumed the report utilized for the purpose of this appraisal review assignment is the report that has been submitted to the City of Spring Hill and to the owner of the subject parcel. The reviewer has printed the appraisal report received electronically from Mr. Button and retains it in the file for Tract 208.**

## Section (H) Certification

I certify to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.

I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.

My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.

My analyses, opinions and conclusions were developed and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice* (USPAP). In addition, my analyses, opinions and conclusions were developed and this report has been prepared in conformity with the requirements of the *Code of Professional Ethics* and the *Standards of Professional Practice of the Appraisal Institute.*

I did personally inspect the exterior of the subject property of the work under review.

No one provided significant appraisal or appraisal review assistance to the person signing this certification.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, Gary R. Standifer has completed the continuing education program of the Appraisal Institute.

Appraisal Review Consultant(s)
**Gary R. Standifer, MAI, CCIM**

☒ Consultant ☐ Staff

**5-11-2015**
Date of Appraisal Review Report

## Section (I) Limiting Conditions & Assumptions

This appraisal review report has been made with the following general limiting conditions and assumptions:

(1) Unless stated herein to the contrary, it is specifically assumed that the author of the appraisal report under review made the required contact with the property owner, and conducted the appropriate inspections and investigations.

(2) Unless stated herein to the contrary, it is specifically assumed that the right-of-way plans upon which the appraisal was based are accurate.

(3) Unless stated herein to the contrary, it is specifically assumed that all property (land & improvement) descriptions are accurate.

(4) Unless stated herein to the contrary, no additional research was conducted by the review appraiser.

(5) Unless stated herein to the contrary, all specific and general limiting conditions and assumptions outlined in the appraisal report submitted for review are adopted herein.

# APPRAISAL REPORT
# CITY OF SPRING HILL, TENNESSEE

THE PURPOSE OF THIS APPRAISAL IS TO ESTIMATE THE FAIR MARKET VALUE FOR HIGHWAY RIGHT-OF-WAY PURPOSES

**1. Name, Address & Telephone Numbers:**

**(A) Owner:** John Michael & Willie Spencer Dickerson
2902 Burtonwood Drive
Spring Hill, TN 37174

**(B) Tenant:** Owner Occupant
615-974-9687

**(C) Address and/or location of subject:** 2902 Burtonwood Drive, Spring Hill, Williamson County, TN

**2. Detail description of entire tract:**

The subject site is a trapezoid shaped site located in Burtonwood Phase 1 subdivision. The tract has 101.36 rear feet fronting the south side of Duplex Road and a depth of 154.43 feet, containing 0.332 acres or 14,462 SF. The property is level. The site is improved: Improvement 1 is a Bradford Pear tree; Improvement 2 is a single unit residential dwelling that is not impacted by the proposed road project.

**3. (A) Tax Map and Parcel No.** 166O-A-002.00 **(B) Is Subject in a FEMA Flood Hazard Area? Yes** ☐ **No** ☒
**If yes, Show FEMA Map/Zone No.** _____

**4. Interest Acq.:** **Fee** ☒ **Drainage Easement** ☐ **Construction Easement** ☒ **Slope Easement** ☒ **Other:** _____

**5. Acquisition:** **Total** ☐ **Partial** ☒

**6. Type of Appraisal:** **Formal** ☐ **Formal Part Affected** ☒

**Intended Use of Report** – This "Formal Part-Affected" appraisal of a 100% ownership position is intended for the sole purpose of assisting the City of Spring Hill, Tennessee in the acquisition of land for right-of-way purposes. This appraisal pursuit excludes those property elements (land and/or improvements) that are not essential considerations to the valuation solution.

This is an appraisal report, which is intended to comply with Standard Rule 2-2(a). As such, it presents only summary discussions of the data, reasoning and analysis that were used in the appraisal process. Supporting documentation that is not provided within the report is retained in the appraiser's work file or can be obtained from the Market Data Brochure. The depth of discussion contained in this report is specific to the needs of the client.

**7. Detail Description of land acquired:**

**BEGINNING** at an existing iron pin on the south existing right of way line of S.R. 247 (Duplex Road) and being a common corner with Krystal Stenson (D.B. 4392 PG. 429) and being located 31.54 feet right of centerline station 144+22.51; thence with the existing right of way line North 89 deg. 56 min. 50 sec. East for a distance of 101.36 feet to a point being a common corner with Arthur Watkins Jr. (D.B. 1965 PG. 780); thence with the common line South 09 deg. 50 min. 50 sec. West for a distance of 0.24 feet to a point on the south proposed right of way line of S.R. 247 (Duplex Road); thence with the proposed right of way line South 89 deg. 49 min. 00 sec. West for a distance of 101.34 feet to a point on the common line with Stenson; thence with the common line North 02 deg. 52 min. 18 sec. East for a distance of 0.47 feet to the Point of **BEGINNING**.

Containing 35 square feet, more or less.

**Slope Easement:** The ROW plans call for a slope easement on the subject site along the south side of the proposed right-of-way. This strip of land has a maximum width of 10 feet and a minimum width of 1 feet, and contains 613 sq. ft., more or less. See page 1A for description of easements.

**8. Sales of Subject:** *(Show all recorded sales of subject in past 5 years; show last sale of subject if no sale in past 5 years.)*

| Sale Date | Grantor | Grantee | Book Page | Verified Consideration | How Sale Amount Verified |
|---|---|---|---|---|---|
| 12/28/1999 | The Jones Company Custom Homes if Tennessee, Inc. | John Michael and Willie Spencer Dickerson | 1943/ 593 | $186,000 | Public Affidavit |

| Existing Use | Zoning | Utilities Available | Off Site Improvements | Area Lot or Acreage |
|---|---|---|---|---|
| Residential | R2/PUD | Water, Sewer, Electric, Gas, Tele. | Paved Street and Curb | 0.332 Acres or 14,462 SF |

# ADDITIONAL COMMENTS

**7. Detailed description of land acquired: Continued from preceding page.....**

**Construction Easement**
The plans also call for a construction easement containing 997 SF, in effect renting this portion for 3 years (length of construction). The construction easement is an approximate 10-foot wide strip of land running parallel with the right-of-way or slope easement and providing silt control or work space for the road contractors.

**9. Highest and Best Use:** *Before Acquisition)(If different from existing make explanation supporting same.)*

In order to estimate an opinion of value for the subject property we needed to determine the highest and best use or "the reasonably probable use of property that results in the highest value" (definition of *highest and best use* in The Appraisal of Real Estate, 14th ed. Chicago: Appraisal Institute 2013, page 332).

The larger parcel issue is the first step in condemnation valuation. Larger parcel includes three considerations: unity of ownership, contiguity, and unity of use. Larger Parcel is an assemblage issue and not a highest and best use analysis. I feel the Larger Parcel is Tract 208 in its entirety.

Considering subject as a Larger Parcel, it is important to identify the conditions that are "reasonably probable" including what is (1) legally permissible on the site, (2) physically possible, and (3) financially feasible. In testing the economic productivity of the site we are able to identify what is (4) maximally productive, and therefore the highest and best use.

(1) Looking at the subject property prior to the proposed acquisition, I found the site to be zoned Medium Density Residential / Planned Unit Development (R2/PUD). R2/PUD Districts allow for single-unit residential dwellings with good access to public utilities and facilities. Buildable sites for the Burtonwood Subdivision must have a minimum lot area of 10,000 square feet. Restrictions for the Burtonwood Subdivision were recorded as "Declarations of Covenants, Conditions and Restrictions for Burtonwood Subdivision" in Williamson County, Tennessee Record Book 5507, Page 345-394. These subdivision restrictions require the development of only single family residential units, not to exceed two-stories, with attached two-car garages, and a minimum of 1,200 square feet (of finished ad heated space). The subdivision restrictions also preclude any multi-family or commercial structures. Additionally, no private restrictions, historic controls, or environmental regulations were found to preclude what is permissible under the existing zoning classification. The Spring Hill Comprehensive Plan (June 2011) suggest a Suburban Neighborhood Use for the site. Therefore, I believe reclassification of the site into a classification inconsistent with the current zoning designation is not probable.

(2) Considering the physically possible land attributes I found that the site had 101.36 LF of rear existing frontage with a depth of approximately 154.43 LF. The site was considered to be level and suitable for residential development. The site also has public water, sewer, gas, electric, and telephone utilities in place and is not located in the flood zone according to FEMA flood maps making a residential use physically possible.

(3) In determining uses for the site that meet both the legally permissible and physically possible criteria, I narrowed the potential uses that would be financially feasible. Considering the zoning and subdivision restrictions for the development of only single unit residential dwellings, low number of days on the market, and the volume of construction of single unit residential dwellings, I believe the development of a single unit residential unit would appear to be a viable and attractive use for the land. Considering the fact that the neighborhood itself is comprised of new residential construction, such a use is considered appealing to a developer. Therefore, a residential use for the land provides the highest land value commensurate with the development cost associated with the market's acceptance of risk. The total area for the site was 14,427 SF which would allow for the development of a residential dwelling with a minimum of 1,200 square feet. I believe the most appealing uses for the site, considering its access and visibility, is for the site to be developed with a residential use.

(4) Considering the subject site's location and legal constraints, its only practical use is for the land to be developed with a residential use. Considering the preceding factors, it is concluded that the *highest and best use* of the subject site, as if vacant, is for the land to be developed with a single unit residential dwelling.

*Highest and Best Use As-Improved:*
The subject property is currently improved with a single unit residential dwelling that appeared in average condition. After considering the possible alternative uses for the existing facility, I am of the opinion that the existing single unit residential dwelling represents the highest and best use to the land and improvements.

| | | | | |
|---|---|---|---|---|
| This Appraisal Is Based On Original Plans | X | Or Plan Revision | | Dated: March 1, 2013 |

# OTHER IMPROVEMENTS

11.

Structure No. 1 No. Stories N/A Age N/A Function Landscaping

Construction Bradford Pear Condition Good Sq. Ft. Area N/A

Reproduction Cost $50 Depreciation $0 Indicated Value $ 50

OTHER COMMENTS AND EXPLANATION OF REPRODUCTION COST AND DEPRECIATION:
According to Lowes.com the replacement value of a Bradford Pear tree is $50/each. The subject had one Bradford Pear tree. I estimate the replacement value of Improvement 1 to be $50.

Structure No. _____ No. Stories _____ Age _____ Function _____

Construction _____ Condition _____ Sq. Ft. Area _____

Reproduction Cost _____ Depreciation _____ Indicated Value $ _____

OTHER COMMENTS AND EXPLANATION OF REPRODUCTION COST AND DEPRECIATION:

Structure No. _____ No. Stories _____ Age _____ Function _____

Construction _____ Condition _____ Sq. Ft. Area _____

Reproduction Cost _____ Depreciation _____ Indicated Value $ _____

OTHER COMMENTS AND EXPLANATION OF REPRODUCTION COST AND DEPRECIATION:

Structure No. _____ No. Stories _____ Age _____ Function _____

Construction _____ Condition _____ Sq. Ft. Area _____

Reproduction Cost _____ Depreciation _____ Indicated Value $ _____

OTHER COMMENTS AND EXPLANATION OF REPRODUCTION COST AND DEPRECIATION:

***Summary of Indicated Values*** **$ 50**

State Project No. 60LPLM-F2-019 County Maury and Williamson Tract No. 208

Federal Project No. STP-M-247 (9) Name of Appraiser Randy Button, MAI, SRA, AI-GRS (CG#03)

# SALES COMPARISON APPROACH

## 14. LAND VALUE ANALYSIS

### (A) ANALYSIS OF COMPARABITLITY (Insert Comp. Sale No's. from Brochure or Attachments)

| Inspection Date: | 12/19/2014 | SALE NO. | RL-3 | SALE NO. | RL-4 | SALE NO. | RL-12 |
|---|---|---|---|---|---|---|---|
| CASH EQUIVALENT Sales Price | | | $54,000 | | $54,000 | | $57,500 |
| Date of Sale | # of Periods | 4/8/2013 | 21 | 3/27/2013 | 21 | 7/16/2014 | 5 |
| % Per Period | Time Adjustment | 0.38% | $4,241 | 0.38% | $4,323 | 0.38% | $1,136 |
| Sales Price Adjusted for Time | | | $58,241 | | $58,323 | | $58,636 |
| Proximity to Subject | | 0.6 mi | | 0.2 mi | | 3.5 mi | |
| Unit Value Land Per Lot: | | | $58,241 | | $58,323 | | $58,636 |
| Elements | SUBJECT | Descriptions | (+)(-) Adj. | Descriptions | (+)(-) Adj. | Descriptions | (+)(-) Adj. |
| Location | Burtonwood | Dakota Pointe | | Dakota Pointe | | Benevento | |
| Size | 14,462 SF | 12,815 SF | | 10,322 SF | | 12,105 SF | |
| Shape | Trapezoid | Irregular | | Irregular | | Rectangular | |
| Site/View | Street | Street | | Street | | Street | |
| Topography | Level | Rolling | | Rolling | | Rolling | |
| Access | Average | Average | | Average | | Average | |
| Zoning | R2/PUD | R-2 | | R-2 | | R-2 | |
| Utilities Available | Water/Sewer Elec., Gas | Water/Sewer Elec., Gas | | Water/Sewer Elec., Gas | | Water/Sewer Elec., Gas | |
| Encumbrances Easements, Etc. | Typical | Typical | | Typical | | Typical | |
| Off-Site Improvements | Paved Streets Curb and Gutters | Paved Streets Curb and Gutters | | Paved Streets Curb and Gutters | | Paved Street, Curb, Sidewalk, Gutters | |
| On-Site Improvements | | None | | None | | None | |
| Other: | | Pie Lot | | Corner Lot | | | |
| | | | | | | | |
| | | | | | | | |
| NET ADJUSTMENTS | | + | $0 | + | $0 | + | $0 |
| ADJUSTED UNIT VALUE | | | $58,241 | | $58,323 | | $58,636 |
| INDICATED VALUE OF SUBJECT LAND: | | | | | | | |

Comments:
The range of values per Lot for the three sales used were from: $58,241 to $58,636 per Lot.

The mean value based upon the sales applied to this analysis is $58,400. The most weight was given to the mean value due to the proximity of the sales and the consistency of the adjusted sales prices.

Based upon the available sales data and following discussion, I estimate a value for the entire subject tract to be $58,500/Lot.

# ADDITIONAL COMMENTS

**14. LAND VALUE ANALYSIS: (Continued from preceding page.....)**

My research uncovered three comparable land sales that are being used to estimate an opinion of value for the subject site. These three similar vacant land sales that occurred between March 2013 and July 2014.

These three sales (RL-3, RL-4, RL-12) were located across the street from the subject neighborhood. Sales RL-3 and ZRL-4 were located in Dakota Pointe. Each of these properties were sold for the immediate construction of a single unit residential dwelling. Sale RL-3 was sold as a finished home for $265,000 on August 28, 2013 and the land value represented 20.4% of the finished home value. Sale RL-4 had a single unit residential dwelling constructed on the site by an owner occupant and was not resold. However, the finished home value for RL-4 would be considered to be in-line with the residence constructed on RL-3.

Sale RL-12 was a basement lot in the Benevento Subdivision, located just west of the subject subdivision, and represents a lot that purchased by a home builder who built a 3,000 SF home on the site for an owner occupant. The home was eventually sold for $395,000 on February 26, 2015 representing a land value to finished home value of 14.6%.

Over the past 12-months, I found the sale of 20 improved tracts within Burtonwood through the MLS. These 20 sales had finished home prices ranging from$159,000 to $299,900. The finished homes were built between 1999-2007 with 16 of the 20 homes ranging in size from approximately 2,500 to 3,400 SF. The median sales price was $264,700 and the mean sales price was $249,885 (skewed lower due to the size of some finished homes). There were no recently constructed homes sold within the subdivision.

In my opinion, a newly constructed home within the fully developed Burtonwood subdivision would likely be a 2,900-3,400 SF home with at least a 4 bedroom and 2.5 bath floor plan and could achieve a finished home value near the $300,000's. This would suggest that a finished newly finished home in the subject subdivision would most likely fall near or slightly above some of the homes within Dakota Pointe (such as Sale RL-3) and below the sales prices found in Benevento East subdivision.

In conclusion, all three sales presented in the preceding sales grid provide good insight into the market dynamics of vacant subdivision lots which are ready for development. Sale RL-3 and RL-4 suggest that the value of a vacant lot should be near $58,500/lot. It is also apparent that the finished median home value in Dakota Pointe subdivision, located directly across the street from the subject tract, is more similar to what could be expected from the subject tract than the finished home values within Benevento East which are nearer the $400,000's.

As discussed above the Dakota Pointe subdivision is considered to have more similar market appeal and the fully developed Burtonwood subdivision is expected to command similar prices due to the attractive lot sizes even after consideration for the older homes within the subdivision. The subject tract should fall near the adjusted value of sales RL-3 and RL-4. Therefore, an appropriate estimate of land value for the subject site should be $58,500/Lot. Calculated as follows:

Subject Lot Value: $58,500

Subject Square Foot Value: $4.05

($58,500/Lot ÷ 14,462 SF = $4.05/SF)

**Note: The square foot value of the subject site will be applied in the following analysis because this reflects the unit measurement being applied to the acquisition areas.**

# CITY OF SPRING HILL, TENNESSEE

**ITEM 17. EXPLANATION and/or BREAKDOWN OF LAND VALUES**

**(A) VALUATION OF LAND:**

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| LAND | 1 Lot | S.F. ☐ | F.F. ☐ | Acre ☐ | Lot ☒ | @ | $58,500 | (Average) Per Unit | = | $58,500 |
| LAND | | S.F. ☐ | F.F. ☐ | Acre ☐ | Lot ☐ | @ | | (Average) Per Unit | = | $0 |
| LAND | | S.F. ☐ | F.F. ☐ | Acre ☐ | Lot ☐ | @ | | (Average) Per Unit | = | $0 |
| LAND | | S.F. ☐ | F.F. ☐ | Acre ☐ | Lot ☐ | @ | | (Average) Per Unit | = | $0 |
| | | | | | | | | Total | | $58,500 |

REMARKS: The value indication for the subject land was rounded to $58,500.

**18. APPROACHES TO VALUE CONSIDERED:**

| | | | | |
|---|---|---|---|---|
| (A) Indicated Value of | ☐ Entire Tract | ☒ Part Affected | from SALES COMPARISON APPROACH | $58,500 |
| (B) Indicated Value of | ☐ Entire Tract | ☐ Part Affected | from COST APPROACH | N/A |
| (C) Indicated Value of | ☐ Entire Tract | ☐ Part Affected | from INCOME APPROACH | N/A |

**RECONCILIATION:** (Which approaches were given most consideration?)(Single-point conclusion should be reasonably rounded)

For the purpose of valuing the subject property the Sales Comparison Approach was processed. The Income Capitalization Approach has been considered, however, it has not been processed within this report because most vacant residential land in the market is not leased. The value indication by the Sales Comparison Approach was $58,500. In Item 11 of the report one improvement was calculated to have a value of $50. The value of the improvement in Item 11 was added to the land value calculated in the Sales Comparison Approach for a combined value of $58,550. After researching a number of vacant residential lot sales and discussion with market participants, I feel the comparable sales used in this analysis best represent the market value of the subject tract. These values are further supported by recent market data, as discussed in detail in Item 14 of this report. Therefore, I estimate the value for the subject property and the effected improvements to be $58,550.

| | | | | | |
|---|---|---|---|---|---|
| **19. FAIR MARKET VALUE** | of ☐ Entire Tract | ☒ Part Affected | | | $58,550 |
| **(A) TOTAL AMOUNT DUE OWNER** | if ☐ Entire Tract | ☒ Part Affected Acquired | | | $3,300 |
| **(B) AMOUNT ATTRIBUTABLE TO:** | | | Land $58,500 | Improvements | $50 |

REMARKS: Value of Improvements: $ 50

Improvement 1: $ 50

# PARTIAL ACQUISITION

20.

**VALUE OF ENTIRE TRACT** ...*(Amount in Item 19 carried forward)*..... $58,550

**AMOUNT DUE OWNER IF ONLY PART ACQUIRED (Detail breakdown)**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| A. Land Acquired (Fee) | 35 | S.F. | X | Ac. | | @ | $4.05 | = | $142 |
| Land Acquired (Fee) | | S.F. | | Ac. | | @ | $0.00 | = | $0 |
| Drainage Easement | | S.F. | | Ac. | | @ | $0.00 | = | $0 |
| * Slopes Acquired | 613 | S.F. | X | Ac. | | @ | $3.03 | = | $1,857 |
| * Construction Easement | 997 | S.F. | X | Ac. | | @ | $1.22 | = | $1,216 |

B. Improvements Acquired: *(Identify)* Imp. #1: $50 — $50

C. Value of Part Acquired Land and Improvements (Sub-Total)..... $3,265

D. Total Damages *(See Explanation, Breakdown and Support on Sheet 2A-9)*..... $0

E. Sum of A, B, and D..... $3,265

F. Benefits: *(Explain and deduct from D. Amount must not exceed incidental damages)*..... $0

G. TOTAL AMOUNT DUE OWNER; if only part is Acquired..... $3,265

TOTAL AMOUNT DUE OWNER (ROUNDED)..... $3,300

ITEM 21. VALUE OF REMAINDER *(See 2A-9 for Documentation of Remainder Value)*

A. LAND REMAINDER

| | | | | | | | Amount Per Unit | | Damages | | Remaining Value |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Before Value | After Value | % | $ | |
| Left Remainder | | S.F. | | Ac. | | @ | | | | $0 | $0 |
| | | S.F. | | Ac. | | @ | | | | $0 | $0 |
| Right Remainder | 14,427 | S.F. | X | Ac. | | @ | $4.05 | $4.05 | | $0 | $58,358 |
| | | S.F. | | Ac. | | @ | | | | $0 | $0 |
| | | S.F. | | Ac. | | @ | | | | $0 | $0 |

REMAINDER VALUE OF LAND..... $58,358

LESS AMOUNT PAID FOR EASEMENTS IN ITEM 20A (Above)..... $3,074

LESS COST-TO-CURE (Line 20-D)..... $0

TOTAL REMAINDER VALUE OF LAND..... $55,284

| B. IMPROVEMENTS REMAINING | Before Value | Damages % | Damages $ | Remaining Value |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

REMAINDER VALUE OF IMPROVEMENTS..... $0

LESS FENCING ACQUIRED..... $0

TOTAL REMAINDER VALUE OF LAND AND IMPROVEMENTS..... $55,284

TOTAL REMAINDER VALUE OF LAND AND IMPROVEMENTS (ROUNDED)..... $55,250

REMARKS:

* 20A: The value of this slope easement has been estimated at +/- 75% of the fee value. The value of the construction easement has been estimated based on +/- 30% of the fee value. See Item 24 for further explanation.

## SUMMARY OF REMAINDER

## APPRAISERS DESCRIPTION OF REMAINDER AND EXPLANATION OF DAMAGES OR BENEFITS

(Supplement to Items 20 and 21, Pages 2A-8)

### 23. HIGHEST AND BEST USE AFTER ACQUISITION:

(1) Looking at the subject property following the proposed acquisition, the site would still be zoned Medium Density Residential (R2/PUD) with nothing found to preclude what is permissible under the existing zoning classification. The Spring Hill Comprehensive Plan (adopted June 2011) suggest a Suburban Neighborhood Use for the site. Therefore, I believe reclassification of the site into a classification inconsistent with the existing classification is not probable.

(2) Considering the physically possible land attributes I found the site post-construction will have 101.36 rear LF of frontage with a depth of approximately 154.43 LF. The site was considered to be level and suitable for a single unit residential development. Post-construction, the site will not be impacted other than the presence of the slope easement on the southern property line, the lost of 35 square feet that will be acquired in fee and the loss of improvement 1. This will not impede the utility of the site as this area is inside the setback area and a public utility and drainage easement, therefore, cannot be developed. The size of the tract will be minimally reduced and the shape of the tract will essentially remain unchanged post-construction. Therefore, the proposed changes are not expected to change the site's overall utility of present use. The site also has public water, sewer, gas, electric, and telephone utilities in place and is not located in the flood zone according to FEMA flood maps, making a residential use physically possible.

(3) In determining uses for the site that meet both the legally permissible and physically possible criteria, I narrowed the potential uses that would be financially feasible. I believe a residential use for the land provides the highest land value commensurate with the development cost associated with the market's acceptance of risk. The total area for the site post-construction will be 14,427 SF, which is adequate for the development of a residential building.

(4) Considering the subject site's location and legal constraints, the only practical use is for the land to be developed with a residential use. Considering the preceding factors, it is concluded that the *highest and best use* of the subject site, as if vacant, is for the land to be developed with a single unit residential dwelling.

*Highest and Best Use As-Improved:*
The subject property is currently improved with a single unit residential dwelling that is in good condition. After considering the possible alternative uses for the existing facility, I am of the opinion that the existing single unit dwelling represents the present highest and best use of the site in the present "as is" condition.

### 24. DESCRIBE REMAINDER (S):

The remainder will have the same shape and topography as before the acquisition. The remaining site will contain +/- 99.8 % of the land area before construction. The acquisition area is a sliver of land located primarily along the southwestern portion of the tract. The area is too small to be visible on the following right-of-way map.

Post-construction, the rear lot will continue to backup to Duplex Road. The new roadway will have two traffic lanes plus a center turning lane (12 feet wide/each), making the new roadway approximately 36 feet wide. The right-of-way will generally be located approximately 19 LF from the asphalt along the north side of the road (project left) and will have a 9 LF wide shared-use path. The right-of-way will be located approximately 12 LF from the asphalt along the south side of the road (project right) and will have a 5 LF wide sidewalk. Each side of the road will have a concrete curb and gutter system which will capture rainwater runoff and dispose of the water without causing issues to any existing or potential improvements. Slope easements along the entire project are not to exceed a 2:1 ratio.

The remainder will have a depth of 154.43 LF. The proposed right-of-way will share the subject tracts southern property line with the subject tract. The residential improvement will be located approximately 85 LF from the right-of-way. Present zoning for the subject property calls for a rear setback of 25 LF. Therefore, the subject's residential improvement is considered to continue its compliance with zoning setback regulations. Damages are not considered appropriate and are not applied to the remaining site or remaining improvements since the improvements are legally conforming.

As shown in the following chart, the new roadway will generally be at grade in relation to the subject site. Post-construction the site will contain 14,427 SF and will comply with minimum R2/PUD site requirements of 10,000 SF lot needed to develop a single unit residential dwelling on the remainder site. As described above and in Item 9 of

## SUMMARY OF REMAINDER

**24. DESCRIBE REMAINDER (S): (Continued.....)**

this report, there is minimal demonstrated demand for the development of units, other than single unit dwellings.

The following chart illustrates the elevation of the new roadway and grade of the slope easements.

| Duplex Road Center Line Station | Fill (Cut) at Centerline (Feet) | Fill (Cut) at Right Shoulder (Feet) | Remarks |
|---|---|---|---|
| 144+00.00 | 2 | 0 | 4:1 Slope |
| 144+22.51 (Begin) | -- | -- | -- |
| 144+50.00 | 3 | 1 | 4:1 Slope |
| 145+00.00 | 4 | 3 | 3:1 Slope |
| 145+23.87 (End) | -- | -- | -- |
| 145+50.00 | 3 | 5 | 2:1 Slope |

Slope Easement: A slope easement is a non-possessory acquired interest in land that provides the city the right to use a portion of the tract for the purpose of building up (fill) or removing land (cut) in order to establish the proper grade for a public right-of-way. This restrictive covenant is established for public use and runs with the land thereby restricting the owner's bundle of rights. This is because the slope easement changes the character of the property, limits the utilization of the tract, impedes the right of control, right of exclusion, and the right of enjoyment. The proposed slope easement at the subject tract is proposed to fill from a 4:1 slope at the northwestern corner of the lot to a 2:1 slope at the southeastern corner of the lot. The slope will be located within the 10 LF wide PUDE eastment and within the setback area of the subject lot. Therefore, I estimate the value of the slope easement and its impact on the site to be approximately 75% of the before value of the land.

Construction Easement: On December 17, 2014, the Federal Reserve Prime Interest Rate yield was 3.25%. TDOT is required by statute to pay 2% in excess of the Federal Reserve Prime Interest Rate to a property owner on any award above that posted on the date of acquisition. The current [December 2014] TDOT rate is 5 ¼ %. I have used a 10% rate of return as the appropriate return on the land for use as a construction easement for a period of 3 years.

Improvements Acquired: This appraisal is a formal part affected report. The improvement impacted by the project was valued and improvements not impacted by the project were not valued. There was a total of one improvement impacted by the project: (1) Bradford Pear tree. The calculation for this value estimate is detailed in Item 11. The following chart illustrates the before and after values of each improvement:

| | Before Value | Damages (%) | Remainder Value | Damages |
|---|---|---|---|---|
| Improvement 1 | $50 | - | - | - |
| Improvement 2 | $0 | - | - | - |
| Land | $58,500 | - | $55,284 | - |
| ***Total*** | ***$58,550*** | - | ***$55,250 [R]*** | ***$0*** |

**25.** **Amount of DAMAGE This Page To--2A-8, Item 20-D** $0

**(A)** **Amount of BENEFITS This Page To--2A-8, Item 20-F** $0

# PHOTOGRAPHS

26.

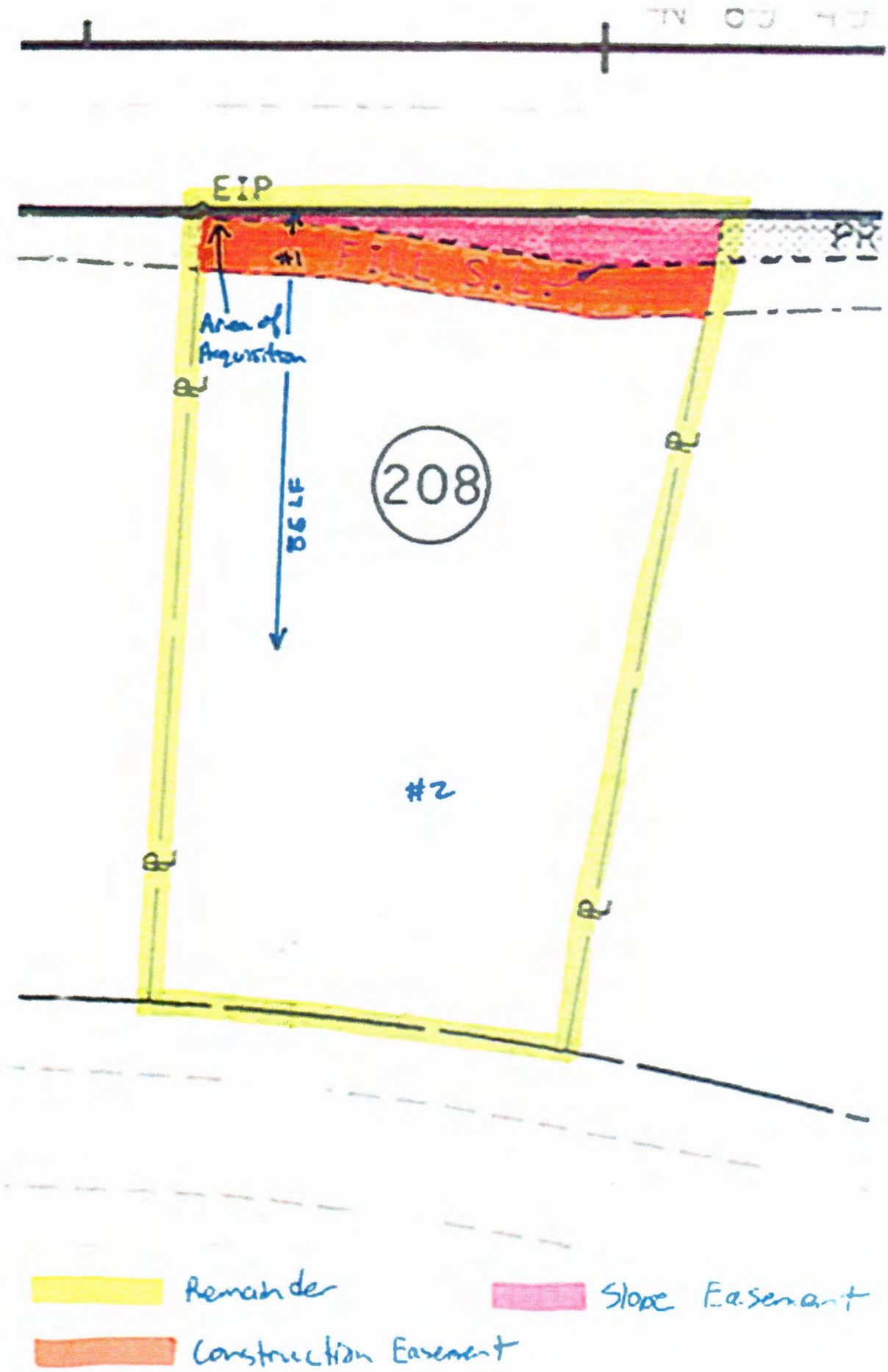
An adequate number of photographs of all improvements acquired or damaged or of land showing and unusual features shall be included in each appraisal. **(Even though there are no unusual features that would affect the land value, a minimum of one photograph is required of vacant land.)** Each photograph shall be properly identified on the front or back with unalterable identification showing the following: PROJECT NUMBER, TRACT NUMBER, SUBJECT, and DATE PICTURE TAKEN.

60LPLM-F2-019
STP-M-247 (9)
TRACT #208
SUBJECT
DATE
APPROXIMATE
CONSTRUCTION
AND SLOPE
EASEMENT

60LPLM-F2-019
STP-M-247 (9)
TRACT #208
SUBJECT
DATE
APPROXIMATE
CONSTRUCTION
AND SLOPE
EASEMENT

60LPLM-F2-019
STP-M-247 (9)
TRACT #208
SUBJECT
DATE
IMPROVEMENT #2

# RIGHT-OF-WAY MAP




| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 60LPLM-F2-019 | County | Maury and Williamson | Tract No. | 208 |
| Federal Project No. | STP-M-247 (9) | Name of Appraiser | Randy Button, MAI, SRA, AI-GRS (CG#03) | | |

## PURPOSE OF APPRAISAL

The purpose of the appraisal is to estimate the amount due the property owner as a result of acquisition of all, or a portion of, the property for a proposed highway right-of-way project. The value estimate in this report is based on market value. See "Definition of Market Value" below.

## DEFINITION OF MARKET VALUE

All estimates of value prepared for agency acquisitions shall be based on "market value" –as defined and set forth in the *Tennessee Pattern Jury Instructions* 2nd Edition to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied".

## PROPERTY RIGHTS APPRAISED

Basic underlying property rights considered herein are those of a 100% ownership position in Fee Simple, defined as: "absolute ownership, unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat." *The Appraisal of Real Estate, 14th ed. Chicago, IL.*

The proposed acquisition consists of a fee acquisition and/or easement rights for the proposed construction of a highway. The easement rights, if any, consist of the acquisition of less than fee simple title and in these cases the extent of the property rights conveyed have been considered in arriving at the estimate of value.

Any and all liens have been disregarded. The property is assumed to be free and clear of all encumbrances except easements or other restrictions as noted on the title report or during physical inspection of the property and mentioned in this report.

## INTENDED USE

The intended use of this appraisal is to assist the City of Spring Hill in Right-of-Way acquisition or disposition.

## INTENDED USER

The intended user of this report is the City of Spring Hill.

NOTE: If this appraisal is limited to the area affected by the acquisition for the proposed project and consists of only a part of the whole property, the value for the portion appraised cannot be used to estimate the value of the whole by mathematical extension.

Plans for the proposed construction, including cross sections of cuts and fills for the subject property, have been considered in arriving at the estimates of market value.

## SCOPE OF WORK

The City of Spring Hill has requested an appraisal to estimate the market value of the property described herein for the purpose of acquisition or disposition. In accordance with the client's request, appropriate/required inspections and investigations have been conducted to gain familiarity with the subject of this report and the market in which it would compete if offered for sale.

Reliable data-subscription services have been utilized as the primary search tool for transfers of vacant land as well as improved properties. Deeds have been read and interviews with property owners and project-area real estate professionals conducted to the extent necessary to gain clarity and market perspective sufficient to develop credible opinions of use and value. Where construction costs are an integral part of the valuation pursuit, national cost services have been employed, but supplemented by local suppliers and contractors where necessary.

Applicable and customary approaches to value have been considered. Each of the traditional approaches to value has been processed or an explanation provided for the absence of one or more in the valuation of the subject property. For acquisition appraisals, furnished Right-of-Way plans have been utilized to visualize the property in an after-state where there is a remainder. Damages and/or special benefits have been considered for all remainders. As well, for acquisition appraisals, a "Formal" appraisal includes all real property aspects of the "Larger Parcel" as defined in this report or the tract as shown on the right-of-way plans, in the acquisition table, or extant on the ground at the time of inspection or date of possession. A "Formal Part-Affected" appraisal generally constitutes something less than a consideration of the entire tract, but in no way eliminates appropriate analyses, or diminishes the amount due owner had a "Formal" appraisal been conducted.

## ATTACHMENTS

Sales information and/or other pertinent information, which is part of this appraisal report and referenced in the text of this appraisal, can be found:

☐ attached at the end of this report.

☒ in a related market data brochure prepared for this project and which becomes a part of this report.

## SCOPE OF WORK (Continued)

Acquisition appraisals are conducted in accordance with Tennessee's State Rule which asserts that the part acquired must be paid for and that special benefits can only offset damages. Further, the public improvement project or its anticipation cannot be considered in the "before" value estimate; however, when there is a "remainder", the public improvement project must be considered as to its influence on said remainder.

## GENERAL LIMITING CONDITIONS & ASSUMPTIONS

This appraisal report has been made with the following general limiting conditions and assumptions:

(1) The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

(2) Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purposes by any person other than the party to whom it is addressed without the written consent of the appraiser and in any event, only with proper written qualification and only in its entirety.

(3) The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

(4) Neither all nor any part of the contents of this report (*especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected)* shall be dismissed to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

(5) The value estimate is based on building sizes and land areas calculated by the appraiser from exterior dimensions taken during the inspection of the subject property.

(6) No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

(7) The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

(8) Responsible ownership and competent property managements are assumed.

(9) The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

(10) All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

(11) It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

(12) It is assumed that there is full compliance with all-applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

(13) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

(14) It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

(15) It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

(16) Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, area-formaldehyde, foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicted on the assumption that there is no additional materials on the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them or the costs involved to remove them. The appraiser reserves the right to revise the final value estimate if such substances are found on or in the property.

(17) The public improvement project or its anticipation cannot be considered in the "before" value estimate; however, when there is a "remainder", the public improvement project must be considered as to its influence on said remainder(CFR, Title 49, Subtitle A, Part 24, Subpart B, Sec. 24.103(b)).

(18) This appraisal contains a hypothetical condition that the subject roadway project will be constructed according to plans and cross sections referenced in this report. The use of this hypothetical condition might have affected the assignment results.

(19) Applicable to Formal Part-Affected type of appraisal – when all the land area and/or all improvements are not appraised this is considered a hypothetical condition. The use of this hypothetical condition might have affected assignment results.

# CERTIFICATE OF APPRAISER

I hereby certify that to the best of my knowledge and belief:

(1) That I have made a personal inspection of the property that is the subject of this report and that I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were represented by the photographs contained in said appraisal and/or market data brochure.

(2) The statements of fact contained in this appraisal are true and correct.

(3) The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, unbiased professional analysis, opinions, and conclusions.

(4) That I understand that said appraisal is to be used in connection with the acquisition of right-of-way for a highway to be constructed by the City of Spring Hill with ☒ without ☐ , the assistance of Federal-aid highway funds, or other Federal funds.

(5) That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State.

(6) That any increase or decrease in the fair market value of real property prior to the date of valuation caused by the public improvement for which said property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.

(7) That my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors that cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

(8) I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

(9) That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the City of Spring Hill and I will not do so until so authorized by City of Spring Hill officials, or until I am released from this obligation by having publicly testified to such findings.

(10) Adam L. Hill (Registered Trainee #4698) provided significant real property appraisal assistance to the person(s) signing this certification. Mr. Hill assisted in the compilation of the Market Data Brochure, property inspections, communications with property owners, and in compiling this report.

(11) That my analysis, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

(12) I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

(13) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

(14) My engagement in this assignment was not contingent upon developing or reporting predetermined results.

(15) To the best of my knowledge and belief, the reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.

(16) As of the date of this report I, Randy Button, MAI, SRA, AI-GRS, have completed the requirements of the continuing education program of the Appraisal Institute. The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.

(17) THAT the OWNER (Name) John Michael and Willie Spencer Dickerson was contacted on (Date) 11/20/2014 .

☐ In Person ☐ By Phone ☒ *By Mail, and was given an opportunity for he or his designated representative

(Name) John Michael Dickerson to accompany the appraiser during his or her inspection of the subject

property. The owner or his representative Declined ☐ Accepted ☒ to accompany appraiser on (Date) 12/19/2014 .

*If by mail attach copy to 2A-12*

Date(s) of inspection of subject December 19th, 2014

Date(s) of inspection of comparable sales October 17th, 2014

(18) That the centerline and/or right-of-way limits were staked sufficiently for proper identification on this tract.

(19) That the roadway cross sections were furnished to me and/or made available and have been used in the preparation of this appraisal.

(20) That my opinion of the fair market value of the acquisition as of the 19th day of December , 2014.

is $3,300 Based upon my independent appraisal and the exercise of my professional judgment.

Appraiser's Signature _____ Date of Report 4/30/2015

State of Tennessee Certified General Real Estate Appraiser License Number CG #003

| | | | | | |
|---|---|---|---|---|---|
| State Project No. | 60LPLM-F2-019 | County | Maury and Williamson | Tract No. | 208 |
| Federal Project No. | STP-M-247 (9) | Name of Appraiser | Randy Button, MAI, SRA, AI-GRS (CG#03) | | |

## COPY OF FORM 4 LETTER

### APPRAISAL NOTICE

Randy Button and Associates, Inc.
223 Rosa L. Parks Avenue, Suite 402
Nashville, Tennessee 37203

November 20, 2014

JOHN MICHAEL AND WILLIE SPENCER DICKERSON
2902 Burtonwood Dr
Spring Hill, TN 37174

Dear Property Owner,

I have been engaged to perform a real estate appraisal on a property shown to be in your ownership. The purpose of this appraisal is to establish a basis for possible compensation related to the acquisition of a portion of your property resulting from the widening of Duplex Road (S.R. 247)/State Project 94092-1224-14.

This letter is to afford you, or your representative, the opportunity to accompany me during my inspection of:

- Tract 208: 2902 Burtonwood Dr, Spring Hill, TN 37174 with a site containing ± 0.332 acres of land. This tract is also known for tax purposes as Tax Map and Parcel 166O-A-2.00

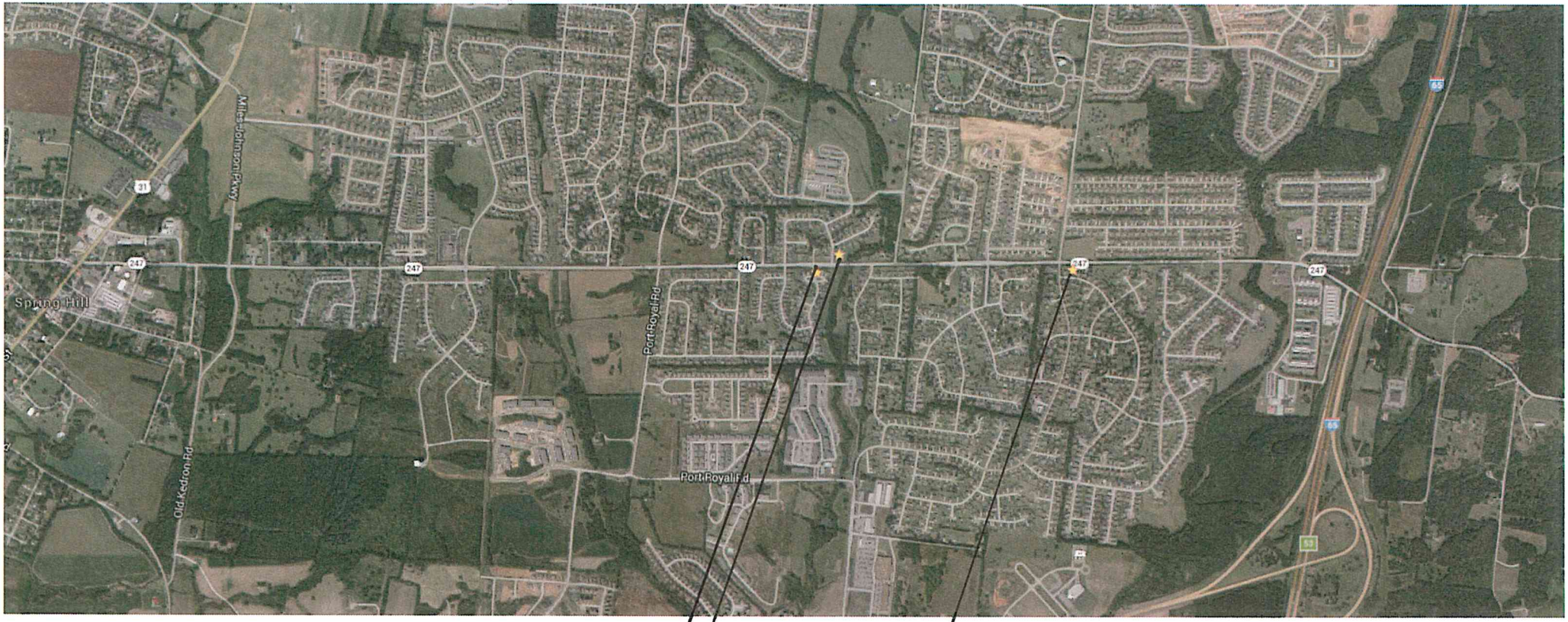
Since the above referenced parcel(s) will be impacted by the public right-of-way improvement project, a land surveyor will be placing wooden stakes in your yard to indicate the impacted areas.

**Please contact my office within the next fourteen (14) days** to schedule an appointment for us to come to meet you or your representative at the above referenced property. During this visit I will provide you with information, and explain how this project will affect your property. Also we can go over what the surveying stakes mean and as we perform our inspection of the area affected by acquisition. Please do not remove the stakes until we are able to come to your property.

To ensure that we establish a date and time of mutual convenience, please call or text Adam Hill at 615-348-7980. We are happy to schedule a convenient time to meet with you. Our office will be closed December 1 – December 5th. If you leave us a message please provide your name, a good number and time for us to return your call, your preferred time to meet with us, and that you are calling about Tract No. 208.

Sincerely,

Randy Button, President
Randy Button and Associates, Inc.

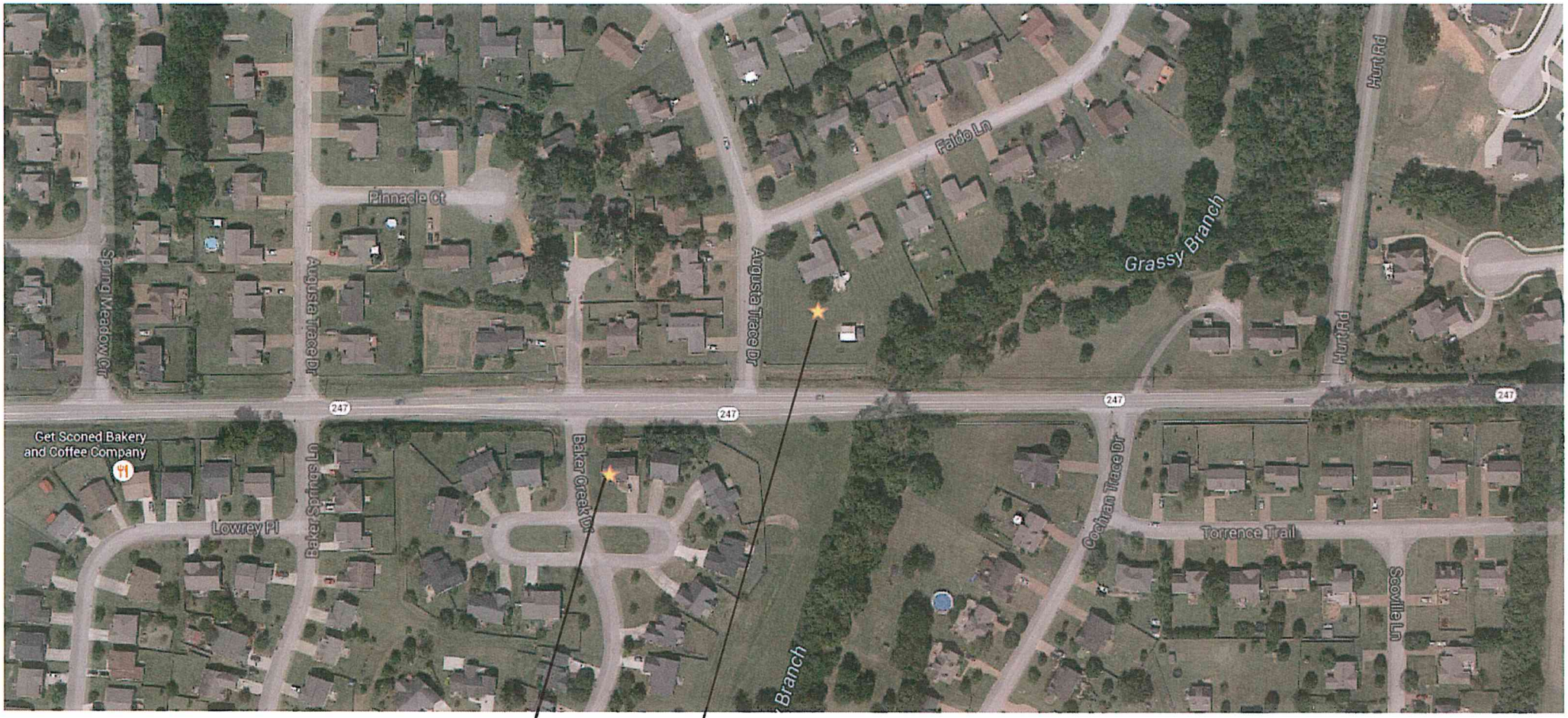



Tract 159
300 Cheaurs Ct

Tract 165
2901 Faldo Ln

Tract 208
2902 Burtonwood Dr

Wednesday, Jan 13, 2016 12:06 PM




Tract 156 Tract 165

Wednesday, Jan 13, 2016 11:50 AM

Tract 208

Wednesday, Jan 13, 2016 11:50 AM