

RESOLUTION 24-86

**A RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SPRING HILL AND JUNE LAKE OWNERS
ASSOCIATION, INC.**

WHEREAS, the City of Spring Hill ("City") desires to partner with June Lake Owners Association, Inc. ("HOA") to furnish, install and maintain landscaping inside City-owned right-of-way within June Lake development; and

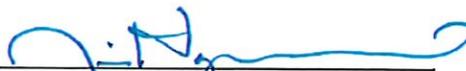
WHEREAS, the HOA acknowledges that the responsibility to furnish, install, and maintain landscaping within the City-owned right-of-way located on Buckner Lane and the converted walking trail is that of the HOA; and

WHEREAS, the City and HOA will enter in to a Memorandum of Understanding, in which both parties agree to work collaboratively to permit the HOA to landscape the right-of-way, pursuant to the conditions attached hereto as Exhibit A; and

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

1. Approve the Memorandum of Understanding with June Lake Owners Association for the responsibilities for landscaping installed and maintained by the HOA within City-owned right-of-way on Buckner Lane and the converted walking trail, attached hereto as Exhibit A.
2. Authorizes the Mayor to sign the Memorandum of Understanding.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 15th day of April, 2024.



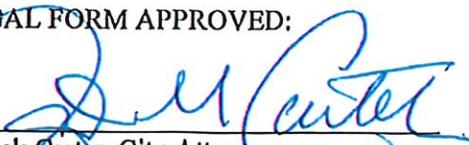
Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SPRING HILL, TENNESSEE
AND
JUNE LAKE OWNERS ASSOCIATION, INC.**

This Memorandum of Understanding ("MOU") is dated April 15, 2024, memorializing the agreement of even date.

June Lake Owners Association, Inc. (the "HOA") has agreed to enter into this MOU with the City of Spring Hill ("City") to furnish, install and maintain landscaping inside the City-owned right-of-way for June Lake as depicted in 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:

HOA RESPONSIBILITIES:

• **Turf Maintenance**

1. All turf areas shall be maintained at proper height of cut on a weekly basis under favorable conditions during the growth season and as necessary thereafter to ensure a clean and even cut. (34 mows)
2. All trees, posts, etc. are to be trimmed to match turf cut at the time of mowing.
3. All drives, sidewalks, and ornamental beds shall be mechanically edged and blown as necessary at time of mowing.
4. All turf areas to receive two (2) pre-emergence applications, two (2) post emergence blanket applications and will be fertilized two (2) times.
5. All turf areas are to receive two (2) summer fertilization.
6. All turf areas are to receive one (1) winter fertilization.
7. All Fescue turf areas are to be aerated & over seeded with a Tall Turf Fescue and fertilized in Fall. Bermuda areas will not be over seeded.

• **Shrubs & Ornamental Beds**

1. All shrubbery and groundcovers shall be pruned as necessary to maintain fullness and shape with respect to the intended character of the planting.
2. All shrub areas shall be kept weed free, chemically or by hand, on an as needed basis.

3. Shrubbery and groundcovers to be checked weekly during the growing season for disease and/or insect infestation.
4. All ornamental beds to receive one (1) snapshot or barricade pre-emergence applications annually.
5. (One) 1 application of black mulch will be applied and will be late December or January.

- **Tree Maintenance**

1. All trees under 12' height shall be pruned as necessary to remove dead or damaged branches and sucker growth.
2. All tree wells are to be kept weed free, chemically or by hand, on an as needed basis.
3. All trees under 12' height are to be checked weekly during the growing season for disease and/or insect infestation.

- **Irrigation Maintenance**

1. The HOA will adjust the system as necessary determined by weather conditions.
2. The HOA will monitor the system during the season for any defects or leaks.

- **Miscellaneous**

1. All labor, materials, and equipment needed to perform the above will be supplied by the HOA.
2. All pesticide usage is to be in strict accordance with county, state, and federal regulations.
3. All chemical applicators are to be certified by the State of Tennessee. (Charter #4803)
4. Employees of the landscaping contractor will be in uniform at all times.
5. Curb lines are to be kept weed free at all times during growing season.
6. All serviced horticultural debris (sticks, leaves, pruning's, etc.) is to be collected and disposed of by the landscaping contractor.
7. Inspections will be made of the property on a weekly basis during the growing season.
8. Any alteration or deviation from the HOA from the above specifications of services will be executed only upon written orders.

CITY'S RESPONSIBILITIES:

1. The City will notify the HOA of any repairs needed that have not been addressed in a timely manner.
2. Any alteration or deviation from the City from the above specifications of services will be executed only upon written orders.

CANCELLATION

A thirty (30) day written notice is required by either party to cancel this contract.

IN ACKNOWLEDGEMENT HEREOF, the parties hereto have executed this binding Memorandum of Understanding on the day and year first above written.

June Lake Owners Association, Inc,

City of Spring Hill, TN


Printed name: Don Alexander, President


Jim Hagan, Mayor

